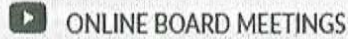


# TOWN OF CLIFTON PARK TOWN BOARD MEETING

February 26, 2024

The Town Board meeting can be viewed live by visiting [www.cliftonpark.org](http://www.cliftonpark.org) Scroll down to click



- I. **Call to Order/7:00 P. M. – Wood Room, Town Hall**
- II. **Pledge to Flag**
- III. **Roll Call**
- IV. **Approval of Town Board Minutes**
- V. **Communications/Announcements**
- VI. **Business**
  - **Presentation by Erin Fariello on her Girl Scout Gold Award project: Hometown Heros Banner Program**
  - **7:02pm: Public Hearing for Coons Conservation Easement**
  - **7:05pm: Public Hearing to amend Transfer Station Permit Fees**
  - **Resolutions for Consideration**
  - **Other Business**
- VII. **Open Public Privilege**

**NOTE:**

Please check [www.cliftonpark.org](http://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**

TOWN OF CLIFTON PARK  
COUNTY OF SARATOGA  
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING FOR A CONSERVATION EASEMENT.

Please take notice that a public hearing will be held by the Town Board of the Town of Clifton Park on the 26<sup>th</sup> of February, 2024 at 7:02PM in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Clifton Park, NY, at which time and place public comment to the Town Board may be made with regard to a Term Conservation Easement application under the Conservation Easement Law relating to property on Male Road, SBL 288.-2-46. Copies of the application may be inspected at the Office of the Town Clerk of the Town of Clifton Park during normal business hours.

Teresa Brobston  
Clifton Park Town Clerk

STATE OF NEW YORK  
COUNTY OF SARATOGA  
TOWN OF CLIFTON PARK

NOTICE OF PUBLIC HEARING REGARDING PROPOSED AMENDMENTS TO CHAPTER  
97 OF THE TOWN CODE RELATIVE TO TRANSFER STATION PERMIT FEES.

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on February 26, 2024, at 7:05PM in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park to consider amending the Town's Code relative to Annual Permit Fees to the Transfer Station on Vischer Ferry Road.

Copies of the proposed local law are posted on the Town's website, [cliftonpark.org/departments/town-clerk/bids](http://cliftonpark.org/departments/town-clerk/bids) and are available for review in the Town Clerk's office during normal business hours.

Teresa Brobston  
Clifton Park Town Clerk

**§ 97-3 Permit fees, entitlements and regulations.**

A.

(1) May 1 to April 30:

(a) Annual primary permit: [~~\$100~~] \$110.

(b) Senior citizen permit: [~~\$50~~] \$55.

(c) Social security disability or disabled American veteran permit: [~~\$45~~] \$50.

(e) The nonresident permit fee shall be [~~\$150~~] \$160.

(f) Contractor Permit \$275. Annually.

Resolutions for Consideration  
Clifton Park Town Board Meeting  
February 26, 2024

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Parks & Recreation	Authorize the hiring of Sara Casale as Locust Lane Pool Manager and Summer 2024 Camp Aquatics Director	L. Walowit & A. Reid
2. Parks & Recreation	Authorize Courtney Thayer to serve alcohol at a gathering at Collins Park on Sunday, June 30, 2024 from 12:00pm-5:00pm	L. Walowit & A. Reid
3. Supervisor	Appoint Thomas R. McCarthy as Deputy Attorney effective 02/27/2024	P. Barrett
4. Supervisor	Accept bid from Prestige Services for the Clifton Common Ice Arena sponsorship/naming rights	P. Barrett
5. Supervisor	Appoint Captain David Huestis to Youth Court Community Board to replace Sheriff Zurlo	P. Barrett
6. Supervisor	Authorize the Supervisor to sign a contract with the Saratoga County Sheriff's Department for specialized law enforcement services.	P. Barrett
7. Supervisor	Authorize the Supervisor to sign a contract with CAPTAIN to sponsor a Youth Service Project program	P. Barrett
8. Supervisor	Authorize the Supervisor to sign a contract with the Southern Saratoga YMCA to sponsor the Circle of Champs program	P. Barrett
9. Supervisor	Authorize hiring of a Senior Van Substitute Driver	P. Barrett
10. Supervisor	Authorize the assignment of the Clifton Park Ice Arena ground lease and management agreement	P. Barrett

- |                         |   |            |
|-------------------------|---|------------|
| 11. Planning            | Authorize the Highway Department to install two (2) R1-1 STOP signs, one at the Sugarhill Road and Ray Road intersection and one on Woods Way at the Nadler Road "T" intersection | P. Barrett |
| 12. Buildings & Grounds | Authorize S&L Roofing and Sheetmetal, Inc. to replace the roof at the Clifton Park Ice Arena  | P. Barrett |
| 13. Buildings & Grounds | Authorize the replacement of a hot water heater at the Clifton Common Ice Arena   | P. Barrett |
| 14. Comptroller         | Authorize purchase of a Lanier/Ricoh IM 7000 copier from Electronic Business Products for Town Hall 2 <sup>nd</sup> floor copier room   | P. Barrett |

**RESOLUTION**

**#1**

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing the hiring of Sara Casale to the position of Locust Lane Pool Manager and Summer Camp Aquatics Director for the 2024 summer pool season.

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

WHEREAS a vacancy exists for a Locust Lane Pool Manager and Summer Camp Aquatics Director for the 2024 summer season, and

WHEREAS, Director of Parks, Recreation and Community Affairs, Mike Woerner, recommends hiring Sara Casale for these positions; now, therefore, be it

RESOLVED, that Sara Casale, Clifton Park, is hereby hired to be the Locust Lane Pool Manager and Summer Camp Aquatics Director for the 2024 summer pool season to be paid as detailed in the attached Schedule A.

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <cliftonpark@hdgwebhost.com>  
**Sent:** Thursday, January 18, 2024 10:34 AM  
**To:** Cynthia, Zlogar; Tom McCarthy; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Christopher, O'Hara; Agatha, Reid; John Scavo; hd; Christine Pagnello; Teresa Brobston  
**Subject:** New Employee Resolution Request #606

A new employee resolution request has been submitted. The details of this resolution request are included below.

**Department:** Parks & Rec  
**Your Name:** Michael Woerner  
**Your Email:** [mwoerner@cliftonpark.org](mailto:mwoerner@cliftonpark.org)  
**Sponsor:** lynda Wolowit, agatha Reid  
**Meeting Date:** 02/05/2024  
**Alternate Date:** 02/05/2024  
**Budget Number:** A-7320-E9000 [dir], A-7152-E4680 [ pool mgr]  
**Budget Description:** new hire 24.24 24.55  
**Amount:** Aquatics Dir for camp ~~\$23.45~~; pool manger ~~\$23.75~~/hr  
**Brief Description:** Hire Sara Casale as Locust Lane Pool Manager & the Summer Camp Aquatics Director. Prices shown are 2023 hourly rates.  
**Add Supporting Docs:**  
[2f97b88aa24bbcab Sara Casale new hire.pdf](#)

**Additional Comments/Details:** n/a  
**Agree to Terms:** Agree

# SCHEDULE A

Sara Casale New Hire

Locust Lane Pool Manager A-7152-E4680	Step 1	\$24.55/hr
Summer Aquatics Director A-7320-E9000	Step 1	\$24.24/hr

**RESOLUTION**

**#2**

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing Courtney Thayer to serve alcoholic beverages at a gathering to be held at Collins Park on June 30, 2024.

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

WHEREAS, Courtney Thayer is hosting a gathering at Collins Park and has requested permission to serve alcohol in the form of beer and wine at the event, and

WHEREAS, Courtney Thayer has submitted a permit application for use of Town facilities at Collins Park on June 30, 2024 from 12:00pm-5:00pm; now, therefore, be it

RESOLVED, that Courtney Thayer, Clifton Park, is hereby authorized to serve beer and wine at a gathering to be held at Collins Park on June 30, 2024 from 12:00pm-5:00pm.

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Tuesday, January 23, 2024 2:23 PM  
**To:** Cynthia, Zlogar; Tom McCarthy; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Agatha, Reid; John Scavo; Zabed, Manir  
**Subject:** New Resolution Request #611

A new resolution request has been submitted. The details of this resolution request are included below.

**Department:** Parks & Rec

**Your Name:** Michael Woerner

**Your Email:** [mwoerner@cliftonpark.org](mailto:mwoerner@cliftonpark.org)

**Sponsor:** lynda Wolowit, agatha Reid

**Agenda Session Date:** 02/05/2024

**Board Meeting Date:** 02/26/2024

**Alternate Date:** 02/26/2024

**Budget Number:** N/A

**Budget Description:** N/A

**Amount:** N/A

**Brief Description:** Thayer family is having a graduation party on 6/30 in the afternoon, and want to serve alcohol to the adults

**Add Supporting Docs:**

[99a4937860365be2 Thayer Grad party.pdf](#)

**Additional Comments/Details:** n/a

**Agree to Terms:** Agree







# Town of Clifton Park

## OFFICE OF PARKS AND RECREATION

One Town Hall Plaza • Clifton Park, N.Y. 12065 • (518) 371-6667 • (518) 545-4284

Mike Woerner, Director

### 2023 Special Alcohol Use Permit Request

*(Please attach to Facility Permit Application)*

Name of Organization: Gravel Party

Contact Person: Courtney Thayer

Address: Clifton Park NY

Phone \_\_\_\_\_ (cell) \_\_\_\_\_

Email: C @gmail.com

Location, Date and Time of Event: Collins Park Pavilion

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

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

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

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

SIGNED: [Signature]

Date: 1/23/24

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For Office Use Only:

Date on Town Board Agenda: \_\_\_\_\_

If Approved, Permit Issued and Mailed to Applicant: \_\_\_\_\_

**RESOLUTION**

**#3**

Resolution No. \_\_\_\_ of 2024, a resolution to hire Thomas R. McCarthy as a Deputy Town Attorney.

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

WHEREAS, the Town Board wishes to hire Thomas R. McCarthy as a Deputy Town Attorney, effective February 27, 2024, and

WHEREAS, pursuant to New York State Town Law Sections 864(5) and 824, the Town Board has the authority to appoint an individual as a Deputy Town Attorney to fill such position, and

WHEREAS, Mr. McCarthy, Clifton Park, NY, has previously served as Town Attorney from 2007-2024, and

WHEREAS Mr. McCarthy has the background, education, training and experience which qualifies him to act as a Deputy Town Attorney; now, therefore be it

RESOLVED, that Thomas R. McCarthy is hereby appointed as a Deputy Town Attorney effective February 27, 2024, pursuant to New York State Town Law 64 (5), at a bi-weekly rate of \$858.46, not to exceed \$22,320 annually, to be paid from A-01420-E0693, (General Fund – Legal Office – T. McCarthy).

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Wednesday, January 31, 2024 7:45 PM  
**To:** Cynthia, Zlogar; Tom McCarthy; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Agatha, Reid; John Scavo; Zabed, Manir  
**Subject:** New Resolution Request #624

A new resolution request has been submitted. The details of this resolution request are included below.

**Department:** Legal

**Your Name:** Anthony Morelli

**Your Email:** [amorelli@cliftonpark.org](mailto:amorelli@cliftonpark.org)

**Sponsor:** Anthony Morelli

**Agenda Session Date:** 02/05/2024

**Board Meeting Date:** 02/26/2024

**Alternate Date:** 03/04/2024

**Budget Number:** TBD

**Budget Description:** TBD

**Amount:** \$22,320 annually

**Brief Description:** Re-hire Tom McCarthy as a part-time attorney to support various longer term projects including but not limited to ongoing litigation, code enforcement matters, drafting and responding to pleadings and real property matters.

**Add Supporting Docs:**

**Additional Comments/Details:** TBD

**Agree to Terms:** Agree

[unsubscribe](#)

**RESOLUTION**

**#4**

Resolution No. \_\_\_\_\_ of 2024, a resolution accepting the naming rights proposal from Prestige Services, Inc. for the Clifton Park Ice Arena.

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

WHEREAS, the Town published a Request for Proposal (RFP) for proposals to support the Clifton Park Ice Arena through a Sponsorship/Naming Rights relationship for a period of ten (10) years, and

WHEREAS, bids were due on Friday, January 12, 2024, and

WHEREAS, Prestige Services, Inc. submitted the sole responsive proposal, in an amount of \$30,000, to be paid to the Town for a ten-year naming rights sponsorship of the Clifton Park Ice Arena, and

WHEREAS, the Town Board wishes to accept a partnership with Prestige Services, Inc. that is both compatible with Clifton Park's positive image within the southern Saratoga County region and with the activities and facilities at the Ice Arena and Clifton Common to support and enhance these facilities and to promote the business activities of Prestige Services, Inc. in a mutually supportive environment; now therefore be it

RESOLVED, that the Supervisor is authorized to accept the proposal from Prestige Services, Inc. to support the Clifton Park Ice Arena through a Sponsorship/Naming Rights relationship, for a period of ten (10) years, with a payment to the Town of \$30,000, to be deposited in the Town's general fund.

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Friday, January 19, 2024 1:43 PM  
**To:** Cynthia, Zlogar; Tom McCarthy; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Agatha, Reid; John Scavo; Zabed, Manir  
**Subject:** New Resolution Request #608

A new resolution request has been submitted. The details of this resolution request are included below.

**Department:** Legal  
**Your Name:** Cindy Zlogar  
**Your Email:** [czlogar@cliftonpark.org](mailto:czlogar@cliftonpark.org)  
**Sponsor:** P. Barrett  
**Meeting Date:** 02/05/2024  
**Alternate Date:** 02/05/2024  
**Budget Number:** 00000  
**Budget Description:** N/A  
**Amount:** \$30,000  
**Brief Description:** Accept the proposal from Prestige Services to support the Clifton Park Ice Arena through a Sponsorship/Naming Rights relationship for a period of 10 years.  
**Add Supporting Docs:**  
**Additional Comments/Details:** N/A  
**Agree to Terms:** Agree



December 15, 2023

To Whom It May Concern,

The Town of Clifton Park is soliciting offers to organizations to partner with the largest municipality in Saratoga County at one of the region's premier athletic facilities on an effective and exciting marketing opportunity. The Clifton Common is located on Vischer Ferry Road and borders the Town Hall Complex and the Shenendehowa School District campus. The Common is home to the Clifton Park Soccer Club, Clifton Park Baseball, Miss Shen Softball and Clifton Park Youth Hockey organizations. The facility also offers four full size basketball courts, the Shenendehowa Adult Community Center, a large outdoor playground and an outdoor stage that is home to the Town's concert series and the Not So Common Players theater group.

The largest and most visible structure on the Common is the Clifton Park Ice Arena, which houses two full size sheets of ice. One sheet of ice operates year-round. The second sheet plays host to the Clifton Park Youth Hockey League and Shenendehowa High School Hockey Team from September to March. During the summer this second sheet hosts the Town's Full Day Summer Camp for more than two hundred children.

The Ice Arena and Clifton Common Complex offers league play on a regular basis and several large tournaments throughout the year. The successful organization that partners with Clifton Park on this naming rights opportunity will benefit from impressions in the seven figures annually. The organization will also automatically become a lead sponsor of the Town's 4th of July parade and fireworks display. This event attracts thousands of people each year and the value of this sponsorship alone is five thousand dollars. The attached RFP provides details of the Town's desire to allow the successful respondent to place three signs on the property and Ice Arena facility.

If you are interested in providing a proposal for review and consideration, please send in your request, to be submitted in writing, one signed proposal and one electronic, to the following address:

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

All submissions are due no later than 5:00 pm Friday, January 12 2024 . All inquiries regarding this RFP should be directed to the Office of the Town Supervisor Phil Barrett at the above address, by calling (518) 371-6651 or via email to [pbarrett@cliftonpark.org](mailto:pbarrett@cliftonpark.org). Inquiries must be received by December 28, 2023 Responses, if any, will be posted on the Town's website by January 3, 2024.

Sincerely,

Philip C. Barrett  
Town Supervisor

# Request for Proposal

## Naming Rights of the Clifton Common Ice Arena

The Town of Clifton Park (hereinafter the "TOWN") is seeking proposals for one or more sponsor(s) to support the Clifton Park Ice Arena through a sponsorship/Naming Rights relationship for a period of Ten years. The Town is a Municipality with offices at One Town Hall Plaza, and is the Owner of the Clifton Park Ice Arena with two Arena, Buildings on the Clifton Common.

The Ice Arena operates one of its Hockey Rinks year-round, and the other for more than six months each year. The facility plays host to several large tournaments each year at varying age levels, bringing competitors, family and supporters from communities throughout the Northeast.

The Arena is centrally located within the Clifton Common, which hosts youth Soccer, Baseball, Softball and Basketball from early spring through October, providing exposure to families from Clifton Park and throughout the region. These facilities also host large Regional and International Tournaments, with similar exposure resulting from periodic National and/or Regional Tournaments hosted by the Baseball, Soccer and Softball Leagues, each of which also bring thousands of visitors to the Common from surrounding states and locales.

### The Sponsorship/Naming Rights opportunity will include the following:

1. Placement of two (2) signs on the Ice Arena building and a ground level sign in near proximity to the main entrance of the Common visible to all visitors to the facility. The signs may reflect the name and logo of the selected respondent to the RFP. All signage will be approved by the Town Board. Please see attached photo, entitled Sign Placement Specifications, depicting exact location of signage.
2. Designation as a lead sponsor of the Town's Fourth of July Parade and Fireworks celebration, which draws approximately 10,000 people each year. This sponsorship currently has a \$5,000 value. Selected respondent will automatically be designated as a lead sponsor for this event each year the Sponsorship/Naming Rights agreement is in place.
3. Designation as a sponsor at the Town's Barney Road Golf Course. This sponsorship currently has a \$500 value. Selected respondent will automatically be designated as a sponsor for this facility each year the Sponsorship/Naming Rights agreement is in place.

The Town seeks input from responding entities for appropriate exposure within the Arena and ideas to enhance the value of the opportunity in conjunction with particular business models. The Town suggests a minimum commitment of \$20,000 annually, in consideration for the Naming Rights and coordinated opportunities which are contemplated by the solicitation.

The Town is Authorized by NYS Town Law §64 to enter contracts for any purpose, to name public buildings, and to convey limited interests such as leasehold and concession rights at Town owned real property.

### Term of Sponsorship Agreement

Ten Years Minimum

### Solicitation Timetable

The following timetable is established, and this schedule is subject to change and all such changes will be made through the issuance of Addenda to this Solicitation.

**Release Date:** December 15, 2023

**Proposals Must Be  
Received Not Later Than:** January 12, 2024

**Proposals Must  
Be Received At:** Town of Clifton Park  
One Town Hall Plaza  
Clifton Park, New York 12065  
Attention: Office of the Town Clerk

#### Notes

- All inquiries regarding this Solicitation must be addressed in writing to the designated contacts identified below. Written responses to inquiries, as appropriate, will be issued in the form of addenda posted to the Town Website. Parties may contact the Town as referenced above prior to submission of a proposal to verify receipt of the complete Solicitation and any addenda.
- The Town reserves the right to postpone or cancel this Solicitation or to reject all proposals if it determines that the best interests of the project will be served thereby. The Town reserves the option to select any successful proposal(s) without conducting negotiations.
- The Town shall not be liable for any costs, expenses or losses, including without limitation, loss of business opportunity, claimed or incurred by any party in preparation of a proposal, or otherwise in connection with this Solicitation.

#### Designated Contacts

**Supervisor Phil Barrett**  
518 371-6651  
[Pbarrett@cliftonpark.org](mailto:Pbarrett@cliftonpark.org)

#### Purpose

The Clifton Park Ice Arena hosts thousands of competitors and their families, from the surrounding community, and visiting teams and families from the surrounding states and Canada. In addition, The Regionally recognized Baseball and Softball fields at the Clifton Common play host to thousands of visitors annually.

The location and prominence of the Arenas at the Clifton Common make the Arena Structures an Ideal location for sponsorship opportunities within this vibrant Community of 38,000+ residents, with a 2017-21 Median Household Income of some \$116,844.00, according to information from the US Census Bureau.

The TOWN is inviting proposals from qualified entities to provide appropriate sponsorship support for the Recreational Facilities at the Clifton Common. The preferred or primary form of sponsorship may be a presenting or name-in-title designation comprising either the Sponsors name and or LOGO or a reasonable

variation as may be proposed by a sponsor and approved by the TOWN. Coordinated rights at The Barney Road Golf Course are included, with exposure at the starting facility and an appropriate location on the course, as approved by the Town. The TOWN will consider proposals that offer significant support for the Town's investments in the Recreational facilities at the Clifton Common, and also seeks input from responding entities concerning methods and means of enhancing the opportunities contemplated.

The goal of the Solicitation is to seek a partnership with an appropriate business or entity that is both compatible with Clifton Park's positive image within the Southern Saratoga County Region, and with the activities and facilities at the Ice Arena and Clifton Common to support and enhance those facilities and to promote the successful responder's business activities in a mutually supportive environment.

Interested parties are advised that all sponsorships will be subject to a review to determine that an appropriate image and message is achieved, and that certain lines that would associate the Town with products or services such as tobacco, alcoholic beverages, pharmaceuticals, or casino gambling will be subjected to review for appropriateness and consistency with the Town's Recreation leagues and Community Vision, and may be rejected.

### **Background on the Youth Sports and Recreational Programs at the Clifton Common**

Use and attendance at the Clifton Common has grown exponentially since the complex was established in the late 1980's. The Clifton Park Ice Arena is home to 4 youth hockey leagues as well as some 15 Adult Leagues, staging 10 Major tournaments each year, including Shenendehowa High School Hockey Competition. These leagues and competition bring an average of over 3000 persons per month to the Arenas, while during peak seasons when all sports intersect, the Common is estimated to host 4500 to 5000 visitors per month.

Major events such as the Town's fourth of July celebration, (10,000) estimated visitors, and The fast-growing Halloween "Trunk or Treat" events (3,000 estimated visitors) also add to the overall exposure of the Venue.

The Soccer complex at the Clifton Common is home to some 2000 recreational and travel soccer players each spring, and over 1,200 throughout the fall.

The Clifton Park Baseball League serves over 560 baseball players and their families. Regional and invitational Tournaments with players of all ages and their families occur throughout the summer each year.

Miss Shen Softball serves over 360 softball players/families, and hosts some 14 different tournaments including high profile charity events, Tournaments utilizing all six softball fields throughout each summer. Fall Ball Basketball fills the Common Basketball Courts each weekend day in the fall, with over hundreds more.

With Summer Full day camp, (270 campers over the course of each summer), summer concert series and cultural events at the stage near the Arena; The Clifton Common is the hub of recreational and athletic events year-round. The Town has invested over \$3,000,000 in the past 10 years year in capital improvements to Arenas as well as the basketball, baseball and soccer facilities and has completely re-done the Kids Corner playground facilities, demonstrating a commitment to all of the outdoor sports leagues to ensure that the facility retains its reputation as one of the premier sports facilities in the Capital Region.

### **Form of Written Proposals**

All proposals shall be in writing and shall include all required attachments and certifications. The proposal must be signed by an officer or authorized agent of the proposing party and submitted in a sealed envelope clearly marked: "Town of Clifton Park Ice Arena Sponsorship Proposal". All proposals must be in accordance with the minimum financial

requirements. All financial offers shall be made using the proposal form included with this Solicitation.

Failure to submit a proposal by the time and at the place described herein , or failure to comply with any of the requirements set forth in this Solicitation, or modification of the Business History Form or proposal form may result in disqualification of a proposal from consideration.

### **Proposal Forms and Required Documents**

The potential sponsor shall designate in writing a manager for the process to serve as the primary contact for all issues related to the **Solicitation**. All proposals shall be effective , clear and concise and should contain the following information:

1. A fully completed and properly executed Financial Proposal Form for this Solicitation.
2. A complete written description of the substance of the proposal, including the following information:
  - a. A cover letter introducing the company and the individual who will be the primary contact.
  - b. A discussion of the potential sponsor's products or services that it wishes to feature or promote as well as clear color renditions of the proposed sign/message, as well as dimensions, weight, lighting.,
  - c. Identification of the potential sponsor's principal marketing and promotions staff or outside consultants that will be involved in formulating corporate messages.
  - d. The signature of an individual authorized to bind the potential sponsor to the terms of the proposal.
3. Corporate or Entity history and profile of the potential sponsors firm or organization, project team and any key participants. An organizational chain reflecting the corporate structure, chain of command, and/or composition of the potential sponsor should also be provided.
4. Five (5) originals versions of the proposal (with original signatures) and all attachments must be submitted.
5. A duly completed summary of the Business History of the respondent organization.

### **Modification or Withdrawal of Proposal**

Proposals shall be firm and not revocable for a period of sixty (60) days unless withdrawn as provided herein. The modification or withdrawal of a proposal must be in writing, dated and signed by the signatory to the original submission. The modification or withdrawal must be submitted in a sealed envelope clearly marked

The TOWN reserves the right to reject any proposal that is incomplete or non-responsive, that purports to alter any required term or condition of this Solicitation or that contains any other irregularities.

### **Sponsorship Agreement**

#### **Award**

A sponsorship agreement will be awarded to the responsible party/(ies) who best demonstrate(s) relevant experience and expertise; who, upon evaluation of all proposals received, best respond(s) to this Solicitation, who offer(s) the best value; and who will best serve the public interest. The TOWN reserves the right to reject any and all proposals, and to waive technicalities, irregularities and omissions or solicit new proposals if the best interests of the project will be served thereby.

**From:** Chris Williams <CWilliams@prestigeservicesinc.com>  
**Sent:** Friday, January 12, 2024 6:33 PM  
**To:** Phil Barrett <PBarrett@cliftonpark.org>  
**Subject:** Ice Rink Proposal

Hi Phil,

Prestigr would like to offer \$30,000 per year, plus (3) water filtration coolers placed at the locations of your choosing for naming rights for ten years.

Thank you for your consideration.

Chris Williams  
Prestige Services Inc  
4 Enterprise Ave  
Clifton Park, NY 12065  
(518)852-7306



**Chris Williams**  
T: 518-877-7426  
M: 518-852-7306

**RESOLUTION**  
**#5**

Resolution No. \_\_\_\_\_ 2024, a resolution appointing Captain David Huestis to the Town of Clifton Park Youth Court Community Board.

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

WHEREAS, by Resolution No. 147 of 2014 the Town the Clifton Park Youth Court established the Town of Clifton Park Youth Court Community Board, and

WHEREAS, The Town of Clifton Park Youth Court Community Board, provides recommendations, information and analysis in specific areas involving law, the legal system and offer insight and advice to the Youth Court Coordinators and the students involved in the program, and

WHEREAS, a vacancy exists due to Sheriff Michael Zurlo stepping down from his position on the Board, and

WHEREAS, the Town Board wishes to appoint Captain David Huestis to take over Sheriff Zurlo's position on the Youth Court Community Board; now, therefore, be it

RESOLVED, that the Town Board hereby appoints Captain David Huestis to the Clifton Park Youth Court Community Board, effective immediately, term to expire December 31, 2024.

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Monday, January 22, 2024 2:16 PM  
**To:** Cynthia, Zlogar; Tom McCarthy; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Agatha, Reid; John Scavo; Zabed, Manir  
**Subject:** New Resolution Request #609

A new resolution request has been submitted. The details of this resolution request are included below.

**Department:** Supervisor's Office

**Your Name:** Jean Spiegel

**Your Email:** [jspiegel@cliftonpark.org](mailto:jspiegel@cliftonpark.org)

**Sponsor:** Phil Barrett

**Agenda Session Date:** 02/05/2024

**Board Meeting Date:** 02/26/2024

**Alternate Date:** 02/26/2024

**Budget Number:** none

**Budget Description:** none

**Amount:** 0

**Brief Description:** Sheriff Zurlo has stepped down from his role on the Youth Court Community Board and Captain David Huestis will take over the balance of his term ending December 31, 2024 representing the Saratoga County Sheriff's Office.

**Add Supporting Docs:**

**Additional Comments/Details:** Appoint Captain David Huestis to Youth Court Community Board to replace Sheriff Zurlo

**Agree to Terms:** Agree

RESOLUTION

# 6

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing the Town Supervisor to sign an agreement with the Saratoga County Sheriff's Department for Specialized Law Enforcement Services.

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

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

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

RESOLVED, that the Supervisor is authorized to sign the attached agreement with the Saratoga County Sheriff's Department whereby the Sheriff's Department shall provide Specialized Law Enforcement Services within the Town of Clifton Park for a one (1) year period from January 1, 2024 through December 31, 2024, for an amount not to exceed \$653,161.32, to be paid in monthly payments of \$54,430.11 from A-3120-15 (General Fund-Security-Other Contractual).

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Tuesday, January 30, 2024 1:30 PM  
**To:** Cynthia, Zlogar; Tom McCarthy; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Agatha, Reid; John Scavo; Zabed, Manir  
**Subject:** New Resolution Request #621

A new resolution request has been submitted. The details of this resolution request are included below.

**Department:** Legal  
**Your Name:** Cindy Zlogar  
**Your Email:** [czlogar@cliftonpark.org](mailto:czlogar@cliftonpark.org)  
**Sponsor:** P. Barrett  
**Agenda Session Date:** 02/05/2024  
**Board Meeting Date:** 02/26/2024  
**Alternate Date:** 02/26/2024  
**Budget Number:** A-3120-15  
**Budget Description:** General Fund-Security-Other Contractual  
**Amount:** \$631,161.32  
**Brief Description:** Authorize the Supervisor to sign an agreement for Specialized Law Enforcement  
**Add Supporting Docs:**  
[1f5720318959e425\\_06.1\\_2024\\_Sheriff\\_Specialized\\_Law\\_Services\\_Agreement.pdf](#)  
**Additional Comments/Details:** N/A  
**Agree to Terms:** Agree

[unsubscribe](#)

AGREEMENT FOR SPECIALIZED LAW ENFORCEMENT SERVICES

This Agreement, made as of the \_\_\_\_ day of \_\_\_\_\_, 2024 BY AND BETWEEN,

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

-and-

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

1. STATEMENT OF AGREEMENT

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

2. LEGAL BASIS

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

3. SPECIALIZED PROTECTION

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

4. DELIVERY OF SERVICE

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

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

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

Sunday from 8:00 a.m. to 4:00 p.m. and from 4:00 p.m. to 12:00 a.m. to patrol the TOWN at the cost of \$653,161.32, to be paid in equal monthly installments. In addition, the Sheriff's Department shall provide additional police services to the TOWN for added patrols or special detail assignments as shall be determined by the SHERIFF, the cost of which services shall be included within the total contract cost of \$653,161.32. The SHERIFF reserves the right to modify the foregoing schedule based upon the changing needs of law enforcement in the TOWN.

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

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

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

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

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

## 5. RESOURCES

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

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

## 6. LIABILITY

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

## 7. PERSONNEL

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

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

8. DURATION

The term of this agreement shall be for one year, from January 1, 2024 through December 31, 2024.

9. TERMINATION

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

10. AUTHORIZATION

This agreement is made and executed pursuant to County Resolution 298-2023 and a resolution approved by the TOWN board of Clifton Park on \_\_\_\_\_.

11. EXECUTION

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

COUNTY OF SARATOGA

TOWN OF CLIFTON PARK

By: \_\_\_\_\_ Date \_\_\_\_\_  
Philip C. Barrett  
Chairman, Board of Supervisors  
Per Resolution 298-2023

By: \_\_\_\_\_ Date \_\_\_\_\_  
Angela Thompson, Supervisor  
Per Resolution No. \_\_\_ of \_\_\_\_\_

\_\_\_\_\_  
MICHAEL H. ZURLO, Sheriff

Approved as to Form and Content:

\_\_\_\_\_  
George P. Conway  
County Attorney

Approved as to Form and Content:

  
\_\_\_\_\_  
CLIFTON PARK TOWN ATTORNEY

**RESOLUTION**

**#7**

Resolution No. \_\_\_\_\_ of 2024, as resolution authorizing the Town Supervisor to sign an agreement with CAPTAIN Community Human Services to sponsor a Youth Service Project.

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

WHEREAS, CAPTAIN conducts a supervisory youth program for the benefit of Town youth, and

WHEREAS, the Town Board wishes to support the operation of CAPTAIN's Youth Service Project due to the benefits provided to the community youth, and

WHEREAS, the Town is eligible to receive reimbursement from New York State for sponsoring a Youth Service Project; now therefore be it

RESOLVED, that the Supervisor is authorized to sign the attached agreement with CAPTAIN Community Human Services for a one-year period from January 1, 2024 through December 31, 2024, for an amount not to exceed \$218,884, to be paid quarterly from A-07309-00080 (General Fund-Community Programs-CAPTAIN grant).

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Tuesday, January 30, 2024 4:12 PM  
**To:** Cynthia, Zlogar; Tom McCarthy; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Agatha, Reid; John Scavo; Zabed, Manir  
**Subject:** New Resolution Request #622

A new resolution request has been submitted. The details of this resolution request are included below.

**Department:** Legal  
**Your Name:** Cindy Zlogar  
**Your Email:** [czlogar@cliftonpark.org](mailto:czlogar@cliftonpark.org)  
**Sponsor:** P. Barrett  
**Agenda Session Date:** 02/05/2024  
**Board Meeting Date:** 02/26/2024  
**Alternate Date:** 02/26/2024  
**Budget Number:** 0  
**Budget Description:** 0  
**Amount:** \$218,884  
**Brief Description:** Authorize the Supervisor to sign an agreement with CAPTAIN to support their Youth Service Projects program.  
**Add Supporting Docs:**  
[9937a664dbfb2d39\\_07.1\\_CAPTAIN\\_Youth\\_Service\\_Projects\\_Program\\_Agreement.pdf](#)  
**Additional Comments/Details:** N/A  
**Agree to Terms:** Agree

[unsubscribe](#)

AGREEMENT  
BETWEEN THE  
TOWN OF CLIFTON PARK  
AND  
CAPTAIN COMMUNITY HUMAN SERVICES

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ 2024, between the Town of Clifton Park, a municipal corporation, with offices at 1 Town Hall Plaza, Clifton Park, New York hereinafter called the Town, and CAPTAIN Community Human Services, a New York corporation formed under the Not-for-Profit Corporation Law, with offices at 5 Municipal Plaza, Suite 3, Clifton Park, New York, hereinafter referred to as CAPTAIN.

WITNESSETH:

WHEREAS, CAPTAIN, presently conducts a supervisory youth program for the benefit of the youth residing in the area, and

WHEREAS, CAPTAIN, in cooperation with the Town, is desirous of operating a Youth Service Project and the Community would benefit by the increased and improved services, and

WHEREAS, the Town is eligible to receive reimbursement from the State of New York for sponsoring a Youth Service Project,

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. This Agreement shall run from the date of its execution to December 31, 2024. It is further agreed that it may be terminated by either party with thirty (30) days notice to the other party.
2. The Town will sponsor Youth Service Projects and pay to CAPTAIN a sum not to exceed TWO HUNDRED EIGHTEEN THOUSAND, EIGHT HUNDRED EIGHTY FOUR DOLLARS (\$218,884.00) for the year 2023, in four equal payments, for the operation of the following programs:

CAPTAIN Community Human Services, Inc. with offices at 5 Municipal Plaza,  
Suite3, Clifton Park, New York.

3. The amount paid the Town in accordance with paragraph 1, constitutes the Town's full obligation regarding the Agreement, except that the Town through its Town Board shall be solely entitled to State Aid and reimbursement as sponsor of the project.
4. CAPTAIN agrees to operate CAPTAIN Community Human Services, located at 5 Municipal Plaza, Suite 3, Clifton Park, New York, which program shall be conducted under the following guidelines:
  - a. It shall be administered by a Board of Directors, which Board represents a cross section of the population of the Town of Clifton Park. That Board shall promulgate policy, review programs and make recommendations.
  - b. CAPTAIN will offer a youth program which shall include but not be limited to, informal group socials, youth referral services to help the community to identify youth needs, problems and trends and to attempt to bridge gaps in community youth services.

- c. CAPTAIN shall report on its activities to the Town or to any agency of Saratoga County of New York State so requesting. This report shall include hours of operation, numbers of individuals and groups served, and the geographic distribution of the individuals served, within 60 days after a request is made, and in all reports, within 60 days after the end of the project year.
  - d. The services CAPTAIN provides shall be open to all youth of the Town regardless of race, creed or color.
5. CAPTAIN agrees to have its own employees and personnel as required in conjunction with the operation of the Youth Services Project. The Director of CAPTAIN will be a person competent to operate a program of this type as determined by the Board of Directors of CAPTAIN and the Town.
  6. CAPTAIN agrees to return the full amount of any overpayment on a prorated basis which may be made under the provisions of this contract within sixty (60) days after written notification from the Town.
  7. Except with relation to the duties normally accepted and imposed upon CAPTAIN, this Agreement shall constitute the full and complete obligation of the parties hereto.
  8. CAPTAIN agrees to indemnify, defend and hold harmless the Town from any claims arising out of CAPTAIN's acts or omissions.
  9. This contract shall be governed by the laws of the State of New York.

CAPTAIN Community Human Services

Town of Clifton Park

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION**  
**#8**

Resolution No. \_\_\_\_\_ of 2024, as resolution authorizing the Town Supervisor to sign an agreement with the Southern Saratoga YMCA (YMCA) to sponsor their Circle of Champs program.

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

WHEREAS, the YMCA conducts the Circle of Champs comprehensive support program for Town families with children battling life-threatening illnesses, and

WHEREAS, the Circle of Champs program includes a wide variety of activities on a year round basis, and provides discounted YMCA memberships as well as a one week summer camp for all children and siblings in affected families, and

WHEREAS, the Town Board wishes to support the operation of the YMCA Circle of Champs Program to help provide consistent support to the children and families affected by childhood disease; now therefore be it

RESOLVED, that the Supervisor is authorized to sign the attached agreement with the Southern Saratoga YMCA to support its Circle of Champs program for a one-year period from January 1, 2024 through December 31, 2024, for an amount not to exceed \$6,000, to be paid from A-07309-00084 (General Fund- Community Programs- YMCA grant).

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Wednesday, January 31, 2024 10:36 AM  
**To:** Cynthia, Zlogar; Tom McCarthy; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Agatha, Reid; John Scavo; Zabed, Manir  
**Subject:** New Resolution Request #623

A new resolution request has been submitted. The details of this resolution request are included below.

**Department:** Legal  
**Your Name:** Cindy Zlogar  
**Your Email:** [czlogar@cliftonpark.org](mailto:czlogar@cliftonpark.org)  
**Sponsor:** P. Barrett  
**Agenda Session Date:** 02/05/2024  
**Board Meeting Date:** 02/26/2024  
**Alternate Date:** 02/26/2024  
**Budget Number:** 0  
**Budget Description:** 0  
**Amount:** \$6,000  
**Brief Description:** Authorize the Supervisor to sign an agreement with the Southern Saratoga YMCA to support their Circle of Champs program, a support program for families of children battling life-threatening illnesses.  
**Add Supporting Docs:**  
[443e0feafa503491\\_08.1\\_YMCA\\_Circle\\_of\\_Champs\\_program\\_agreement-2024.pdf](#)  
**Additional Comments/Details:** N/A  
**Agree to Terms:** Agree

[unsubscribe](#)

AGREEMENT  
BETWEEN THE  
TOWN OF CLIFTON PARK  
AND  
SOUTHERN SARATOGA COUNTY YMCA

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Town of Clifton Park, a municipal corporation, with offices at One Town Hall Plaza, Clifton Park, New York, hereinafter called the Town, and YMCA, a New York corporation formed under the Not-for-Profit Corporation Law, with offices at 1 Wall Street, Clifton Park, New York, hereinafter called YMCA.

WITNESSETH,

WHEREAS, YMCA, desires to initiate "Circle of Champs", a comprehensive support program for the families of children battling life-threatening illness residing in the area, and

WHEREAS, the program includes a wide variety of activities on a year round basis, and provides discounted memberships at the Southern Saratoga YMCA as well as one full week at summer camp for all children and siblings in affected families, and

WHEREAS, the Town wishes to support the YMCA's Circle of Champs Program, to help provide consistent support to the children and families affected by childhood disease, NOW, THEREFORE, it is mutually understood and agreed as follows:

1. This Agreement shall run from the date of its execution to December 31, 2024. It is further agreed that it may be terminated by either party with thirty (30) days notice to the other.
2. The Town will sponsor the Circle of Champs program and pay to YMCA a sum not to exceed SIX THOUSAND (\$6,000) DOLLARS for the year 2024, and will be distributed within 30 days following execution of this agreement.
3. The amount paid by the Town in accordance with paragraph 1 constitutes the Town's full obligation with regard to the Agreement.
4. YMCA will operate the Circle of Champs Program, located at 1 Wall Street, Clifton Park, New York, through the Childcare Director, with regular input from an advisory council composed of Hospital Representatives, and care advocates, and volunteers.
  - a. YMCA shall report on its activities to the Town in response to any request about the activities of the program. This report shall include numbers of individuals and families supported and the types of activities involved.
  - b. YMCA shall submit to the Town of Clifton Park a report of revenues and expenditures for the program, demonstrating both the use of public funds, families and children served, memberships discounted, and camp weeks provided, and the overall size of the program.

5. YMCA agrees to have its own employees and personnel as required in conjunction with the operation of the Circle of Champs program. The Childcare Director of YMCA will administer the program with input from an advisory council and volunteers.
6. YMCA agrees to return the full amount of any overpayment on a prorated basis which may be made under the provisions of this contract within sixty (60) days after written notification from the Town.
7. Except with relation to the duties normally accepted and imposed upon YMCA, this Agreement shall constitute the full and complete obligation of the parties hereto.
8. YMCA agrees to indemnify, defend and hold harmless the Town from any claims arising out of YMCA's acts or omissions.
9. This contract shall be governed by the laws of the State of New York.

YMCA

Town of Clifton Park

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

RESOLUTION  
# 9

Resolution No. \_\_\_\_\_ of 2024, a resolution hiring a substitute driver for the Town of Clifton Park Senior Van.

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

WHEREAS, Supervisor Barrett has identified the need for hiring a substitute driver for the Senior Van, and

WHEREAS, James Manuel, Clifton Park, has been recommended to fill the position; now, therefore, be it

RESOLVED, that James Manuel, Clifton Park, be appointed to fill the position of substitute driver, for the Senior Van, at Grade 1, Step 3, to be paid \$18.72/hr. from A6772-E2250 (Community Support-Senior Support-Sub Driver), effective immediately.

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Thursday, February 15, 2024 3:12 PM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Norah, Hoefer  
**Subject:** New Employee Resolution Request #637

A new employee resolution request has been submitted. The details of this resolution request are included below.

**Department:** Supervisor's Office

**Your Name:** Jean Spiegel

**Your Email:** [jspiegel@cliftonpark.org](mailto:jspiegel@cliftonpark.org)

**Sponsor:** Phil Barrett

**Agenda Session Date:** 02/26/2024

**Board Meeting Date:** 02/26/2024

**Alternate Date:** 02/26/2024

**Budget Number:** A-6772-E2250

**Budget Description:** General Fund senior services PT driver

**Amount:** 18.72 per hour

**Brief Description:** an opening for a Substitute Senior van driver exists. Upon successfully interviewing candidate James Manuel, we would like to appoint him to this position.

**Add Supporting Docs:**

**Additional Comments/Details:** We need to appoint at the 2/26/24 meeting as we need to get him trained before our other Sub goes out for shoulder surgery on 3/12/24

**Agree to Terms:** Agree

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## JOB POSTING

FEBRUARY 6, 2024

The Town of Clifton Park has an Opening for a Position as Substitute Senior Van Chauffeur. The Position is a non-union on-call role and will be offered at a Grade 1 with steps 1-2. The starting compensation will therefore range from \$17.99 to \$18.72 per hour, depending upon the experience and qualifications of the successful candidate. The Job description and minimum qualifications for the position is detailed below. Preference may be given to candidates with experience using smart technology GPS apps and computer scheduling programs.

### CHAUFFEUR

DISTINGUISHING FEATURES OF THE CLASS: This is manual work involving the safe and efficient operation of a motor vehicle in the transportation of citizens to a variety of destinations including medical facilities and senior citizen centers. Assignments are received in the form of specific directions from the administrative personnel with little discretion allowed for use of independent judgment by the incumbents. Additional duties will be performed as required.

#### TYPICAL WORK ACTIVITIES: (Illustrative Only)

Operates a motor vehicle to transport citizens to approved destination including medical facilities and senior citizen centers;  
May operate an official vehicle on an assigned route;  
May plan the most advantageous route to be used in the transportation of citizens;  
Maintains simple records of fuel used, mileage and passengers carried;  
Reports mechanical defects of motor vehicle to appropriate authority;  
Prepares a variety of related reports

#### FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL

CHARACTERISTICS: Good knowledge of driving safety practices and New York State traffic laws; good knowledge of the road and highway systems in the County; ability to operate a motor vehicle under all driving and road conditions; ability to establish harmonious relations with fellow workers and the public; ability to understand and carry out oral and written instructions; dependability; tact; physical conditioning commensurate with the demands of the position.

#### MINIMUM QUALIFICATIONS:

- A. Eligibility for the appropriate New York Motor Vehicle Operators License at the time of application.
- B. Possession of license at time of appointment.

**RESOLUTION  
#10**

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing the assignment of Ground Lease and Management Agreement for the ice arenas at the Clifton Common.

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

WHEREAS, by Resolution No. 71 of 2001, the Town Board authorized the execution of a Ground Lease with Clifton Park Ice Arena LLC, (CPIA) which provided for the construction of a second ice arena at the Common, and for its occupancy and operation by CPIA for a term of 30 years, with an option to extend for an additional 10 years, and

WHEREAS, Resolution No. 71 of 2001 also authorized an execution of a management agreement with Arena Management Group, LLC (AMG), a related entity, for the management of the town's adjacent ice arena, and the administration of the various hockey and ice skating programs at the existing facility, and

WHEREAS, by its terms, the lease term commenced upon issuance of all municipal approvals allowing for the construction and occupancy of the new arena building, which occurred with the issuance of the Certificate of Occupancy on August 22, 2002, and

WHEREAS, the ground lease provided for an initial rental payment of \$450,000, a \$500,000 payment at the 15-year point within the lease, both of which have been paid, and also provided for a \$300,000 option payment in exchange for a ten year extension of the initial term, and

WHEREAS, pursuant to the Management Agreement, AMG provided staff, maintenance and supplies for the administration of programs for Clifton Park Youth Hockey, adult hockey and the hosting of Shenendehowa High School competitive hockey, at a secure and stable facility that is properly equipped to provide a comfortable experience for players, fans and family throughout the fall and winter months, and

WHEREAS, the Ground Lease and Management Agreement provide that the agreements may be assigned to successor entities only with Town Board approval, and

WHEREAS, Pursuant to Resolution No. 194 of 2018, CPIA assigned its rights under the ground lease to occupy the arena, which was constructed pursuant to that lease, to Arena Realty Group LLC (ARG) for the remaining term of years, as well as the option to extend, and

WHEREAS, AMG assigned its rights and responsibilities under the management agreement for the administration of programs and activities at what is now known as the Prestige Services Arena to Clifton Park Family Sports Arena, LLC, and

WHEREAS, ARG leased space in the former concession area/storage room at the Prestige Services Arena for the sum of an additional \$1,066.66 to provide enhanced fitness training and skills training for competitive hockey programs, and

WHEREAS, ARG and Recovery Management Group LLC (RMG) have entered into an agreement whereby ARG will assign its rights under the ground lease to RMG; and

WHEREAS Clifton Park Family Sports Arena, LLC and RMG have entered into an agreement whereby Clifton Park Family Sports Arena, LLC will assign its rights and

responsibilities under the management agreement for the administration of programs and activities at the Prestige Services Arena to RMG; and

WHEREAS the Town Board is willing to grant RMG an option to extend the term of said management agreement for the period ending on the expiration date of the ground lease, as extended through August 21, 2042, so that the terms of the management agreement and the ground lease are co-terminus if extended by RMG, and

WHEREAS, the Town Board is willing to consent to the assignment of the existing ground lease and management agreement under terms and conditions that will provide for the continued operation and growth of these and other programs; now, therefore, be it

RESOLVED, that the Town Board consents to the assignment of the rights to the remaining term of years under the existing ground lease for the Prestige Services Arena from Arena Realty Group LLC to Recovery Management Group LLC, through August 21, 2032, as well as the ten-year extension, and be it further

RESOLVED, that the Town Board consents to the assignment of the May 21, 2001 Management Agreement, as amended, for the operation and management of the Prestige Services Arena, to Recovery Management Group LLC, and grants Recovery Management Group LLC an option to extend the term of said Management Agreement for the period ending on the expiration date of the Ground Lease, as extended through August 21, 2042; and be it further

RESOLVED, that the Supervisor is authorized to sign a Commercial Lease Agreement for 1600 sq. ft. of space in the former concession area at the Prestige Ice Arena.

JOSH LABER  
20 LEGENDS WAY  
BALLSTON LAKE, NEW YORK 12019

Dear Supervisor Barrett:

I'm writing to introduce myself to the Town of Clifton Park. My family and I are excited for the opportunity to be a great steward of the Clifton Commons Hockey facility and partner to the town. My wife and I moved to Saratoga County in 2017 and moved from Ballston Lake to Clifton Park this past summer. Our 3 sons, Bentley, Austin, and Hunter are involved in Hockey and Lacrosse. Austin and Hunter attend Shenendehowa as 3<sup>rd</sup> and 1<sup>st</sup> graders. We have been very involved with the Clifton Park Youth Hockey Association (CPYHA) since 2017 and see great potential to improve the hockey facilities and improve the hockey program by creating more opportunities for players in Clifton Park.

We believe that we have the experience necessary to take on this venture and ensure its success. That experience comes from owning and managing multiple businesses all founded upon Green Mountain Electric Supply, Inc, as a 3<sup>rd</sup> generation family business. My grandfather started GMES [www.gmes.com](http://www.gmes.com) in 1953 and was a proud WWII veteran on the USS SLATER, currently docked in Albany NY. My cousin and I started expanding the business in 2007 and we identified upstate NY, specifically the Capital District, as an anchor point for that expansion. In 2021 we acquired a 64,000 square foot facility on 823 Main Street, Clifton Park and employ 14 employees at that location – we closed on that property with the assistance of the Clifton Park IDA. Overall in Saratoga County and the Capital District we have over 125 employees within a few of our business networks.

Real Estate ownership and management is a core business of ours. Currently we own and operate 1.3M square feet of Real estate, approximately 300,000 square feet in the Capital District. Proper Staffing, maintenance, and cleanliness are keys to having well run and safe facilities. This will be an important focus on operating the Rink facilities.

The local hockey community is excited for our entity to provide facility management and guidance to the local hockey programming. Over the past year plus, we have engaged with the local hockey community to identify deficiencies, areas for improvement and opportunities to ensure that future local programming will be best in class. Many of our more talented kids leave the area at younger than necessary ages for better opportunities elsewhere. This local talent can and should remain here locally in our facilities with our great coaches.

One of our initial objectives is to work with the Town of Clifton Park to better understand their long term plans for the facility, brainstorm ideas that will benefit the Town and the facility, and work in conjunction to ensure the facility is being used to support the local skating community the best way possible. There are many ideas to drive not only local

value, but bring in a significant dollar spend to our local businesses and hotels that can be easily obtained with a more vibrant hockey program and a more robust hockey tournament schedule. Many of us travel all winter to locations throughout the Northeast - we would love to see Clifton Park as a destination for youth hockey players and their families.

I will send under separate cover financial information for Recovery Real Estate Holdings LLC, which will be the parent company of Recovery Management Group LLC – the entity that will own and manage the rink facilities. Currently the parent entity manages more than 100,000 square feet of real estate in our portfolio.

We look forward to the opportunity to be a long term partner with the Town of Clifton Park, its stakeholders including Shen and CPYHA, and providing best in class ice programming that will drive value and community support. I hope that we can meet with you and your team at a mutually convenient time to discuss our plans.

Sincerely,

*Josh Laber*

Josh Laber

## ASSIGNMENT & TRANSFER OF GROUND LEASE

This agreement made the \_\_\_\_ day of February, 2024, by and between ARENA REALTY GROUP, LLC, a limited liability company organized and existing under the laws of the State of New York, having its principal office for the transaction of business at 1673 Route 9, Clifton Park, New York 12065, hereinafter LESSEE, and THE TOWN OF CLIFTON PARK, having its principal offices at 1 Town Hall Plaza, Clifton Park, New York, 12065, hereinafter LESSOR, and RECOVERY MANAGEMENT GROUP, LLC, a limited liability company organized and existing under the laws of the State of New York, having its principal office for the transaction of business at 10 Skyward Drive, Saratoga Springs, New York 12866, hereinafter ASSIGNEE.

### WITNESSETH:

WHEREAS LESSOR and LESSEE entered into a Ground Lease for the occupation and use of certain real estate owned by LESSOR as described therein and on the attached Exhibit A hereto, on the 21<sup>st</sup> day of May 2001, amended on the 5<sup>th</sup> day of July, 2001, such agreements being collectively recorded in the Saratoga County Clerk's Office on the 2<sup>nd</sup> day of August, 2001 in Book 1587 of Deeds at Page 6 (Instrument No.: 20010008710), as assigned and assumed pursuant to Assignment and Assumption of Ground Lease made by and between Clifton Park Ice Arena LLC, LESSOR and LESSEE dated September 4, 2018 recorded in the Saratoga County Clerk's Office on September 27, 2018 as Instrument No.: 2018029198, and

WHEREAS, the effective date for the commencement of the Ground Lease is August 22, 2002, reflecting the date of the Certificate of Occupancy for the Arena facility constructed pursuant to the Ground Lease, and

WHEREAS, LESSEE is desirous of transferring and assigning to ASSIGNEE, all of the rights, privileges, and obligations contained in such lease agreements, and ASSIGNEE is desirous of assuming same, and

WHEREAS, LESSOR is willing to consent to such assignment and transfer to ASSIGNEE pursuant to Article 10 of such agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN IT IS AGREED AS FOLLOWS:

1. LESSEE hereby assigns and transfers to ASSIGNEE unconditionally, all of its rights, privileges, and obligations as contained in the Ground Lease effective as of the \_\_ day of February, 2024.
2. LESSEE accordingly surrenders absolutely and completely any and all rights or privileges provided for in such agreements, and any rights or privileges of any kind or nature it may have for use or occupation of the premises as described on the annexed Exhibit A.
3. LESSOR hereby consents to the assignment and transfer to ASSIGNEE effective as of the \_\_ day of February, 2024 of all of the rights and privileges granted under the terms of the Ground

Lease, and by such consent acknowledges ASSIGNEE'S rights to the continued enforcement of those agreements in their entirety, and that they are in full force and effect.

4. ASSIGNEE, by virtue of the transfer and assignment made by LESSOR, and consented to and approved by LESSEE, covenants and agrees to accept the rights, privileges, and obligations contained within such agreements in their entirety, and to be bound by its complete terms and provisions.

5. Term. The term of this Lease shall expire at midnight on August 21, 2032, subject to ASSIGNEE'S right to extended the Ground Lease pursuant to Article 3 thereof.

6. LESSOR, by virtue of its acceptance and approval of the transfer and assignment of the Ground Lease as afore described to ASSIGNEE, and ASSIGNEE'S acceptance of those rights, privileges and obligations, hereby releases LESSEE effective as of the \_\_ day of February, 2024 of any further liabilities or obligations under the terms of the afore referenced Ground Lease agreements.

7. LESSOR and LESSEE acknowledge and agree that there are no obligations of either party to be performed or complied with by either party through the date hereof have been fully performed and complied with and there exists no default or condition, state of facts or event that, with the passing of time or the giving of notice, or both, would constitute a default by either party in the performance of its obligations under the Ground Lease.

8. LESSEE, in compliance with Section 13 of the Lien Law, covenants that the LESSEE will receive the consideration for this Assignment & Transfer of Ground Lease and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have set their hands effective as of the date first written above .

ARENA REALTY GROUP, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE TOWN OF CLIFTON PARK

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

Name: Philip Barrett

Title: Town Supervisor

RECOVERY MANAGEMENT GROUP, LLC

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

Name: Josh Laber

Title: Manager

STATE OF NEW YORK )  
COUNTY OF SARATOGA ) ss.:

On the \_\_\_\_ day of February, in the year 2024 before me, the undersigned, a notary public in and for said state, 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 capacities, 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

STATE OF NEW YORK )  
COUNTY OF SARATOGA ) ss.:

On the \_\_\_\_ day of February, in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared **Philip Barrett**, 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 capacities, 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

STATE OF NEW YORK )  
COUNTY OF SARATOGA ) ss.:

On the \_\_\_\_ day of February, in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared **Josh Laber**, 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 capacities, 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

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Assignment*") is made and entered into as of February \_\_, 2024, by and between CLIFTON PARK FAMILY SPORTS ARENA LLC, a New York limited liability company ("*Seller*"), and RECOVERY MANAGEMENT GROUP LLC, a New York limited liability company ("*Buyer*"). All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement (as defined below).

### RECITALS

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement, dated January \_\_, 2024 (the "*Purchase Agreement*");

WHEREAS, this Assignment is executed and delivered pursuant to the Purchase Agreement;

WHEREAS, Seller is party to that certain Management Agreement with the Town of Clifton Park dated May 21, 2001, as amended (the "*Town Management Agreement*"); and

WHEREAS, the parties have agreed to cause the assignment by Seller and the assumption by Buyer of the Town Management Agreement in connection with the transactions contemplated under the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

1. Seller hereby sells, assigns, grants, conveys and transfers to Buyer all of Seller's right, title and interest in and to the Town Management Agreement (the "*Assigned Contract*").
2. Buyer hereby assumes and agrees to observe and perform, and to timely pay and discharge, the Assigned Contract.
3. Seller covenants and agrees to cooperate with Buyer and take such reasonably requested steps as may be necessary in order to effectuate the transfer of the Assigned Contract to Buyer as expeditiously as possible, including, but not limited to, executing all necessary documents, that are reasonably necessary to transfer the Assigned Contract to Buyer.
4. Seller represents and warrants to Buyer that all obligations of Seller to be performed or complied with by Seller through the date hereof have been fully performed and complied with and there exists no default or condition, state of facts or event that, with the passing of time or the giving of notice, or both, would constitute a default by Seller in the performance of its obligations under the Assigned Contract.
5. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

6. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Assignment shall extend to, inure to the benefit of, and be binding upon the parties hereto and their respective directors, officers, partners, proprietors, agents, employees, representatives, affiliates, successors, heirs and assigns.

7. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Facsimile, or scanned and emailed, copies of signature pages shall have the same legal effect as signed originals. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

8. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized signatories effective as of the date first above written.

**SELLER:**

CLIFTON PARK FAMILY SPORTS ARENA LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

RECOVERY MANAGEMENT GROUP LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CONSENTED TO BY:

THE TOWN OF CLIFTON PARK

By: \_\_\_\_\_  
Name: Philip Barrett  
Title: Town Supervisor  
Dated: February \_\_, 2024

STATE OF NEW YORK )  
COUNTY OF SARATOGA ) ss.:

On the \_\_\_\_ day of February, in the year 2024 before me, the undersigned, a notary public in and for said state, 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 capacities, 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

STATE OF NEW YORK )  
COUNTY OF SARATOGA ) ss.:

On the \_\_\_\_ day of February, in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared **Josh Laber**, 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 capacities, 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

STATE OF NEW YORK )  
COUNTY OF SARATOGA ) ss.:

On the \_\_\_\_ day of February, in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared **Philip Barrett**, 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 capacities, 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

SURRENDER & TERMINATION OF MANAGEMENT AGREEMENT

WHEREAS, Clifton Park Family Sports Arena, LLC, a New York limited liability company, hereinafter "CPFSA", previously entered into a management agreement with the TOWN OF CLIFTON PARK, hereinafter "Town", by assignment of the Management Agreement dated the 21<sup>st</sup> day of May, 2001, as amended, to manage and operate the Town owned ice skating rink at the Clifton Common; and

WHEREAS, a copy of said assignment is annexed hereto and made a part hereof; and

WHEREAS, a separate ground lease was contemporaneously issued by the Town to Arena Realty Group, LLC, hereinafter "ARG", for the development and construction of a contiguous ice arena by ARG; and

WHEREAS, ARG is this date assigning and transferring to Recovery Management Group, LLC, hereinafter "RMG", this date the ground lease aforesaid with the consent of the Town; and

WHEREAS, the Town has entered into a separate management agreement with RMG for the operation and management of the Town owned ice rink, effective this date, with the understanding that CPFSA would surrender and terminate its rights to continued management and operation of such facility;

NOW THEREFORE, and in consideration of \$1.00 and other good and valuable consideration the receipt of which is hereby acknowledged:

1. That CPFSA this date of \_\_\_\_\_, 2024, surrenders all rights and obligations to management of the ice skating arena owned by the Town pursuant to the aforesaid agreement entered into between the Town and Arena on May 21, 2001, as amended, a copy of which is annexed hereto and made a part hereof.
2. That CPFSA similarly surrenders any rights to any revenues or payments due under that agreement from this date forward.
3. That execution of this document shall similarly constitute a termination of CPFSA's rights under that agreement.

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Clifton Park Family Sports Arena, LLC  
By: Stephen P. Burke

## SURRENDER & TERMINATION OF LICENSE AGREEMENT

WHEREAS, the TOWN OF CLIFTON PARK, hereinafter "Town", previously entered into a License Agreement with Prestige Services, Inc., a New York corporation, hereinafter "Prestige", and a predecessor in interest of Clifton Park Family Sports Arena, LLC, a New York limited liability company, hereinafter "CPFSA", dated July 22, 2014, relating to naming rights and the provision of vending services at the rink operated by CPFSA under a ground lease with the Town at Clifton Common and the Town owned ice skating rink at the Clifton Common; and

WHEREAS, ARG, an affiliate of CPFSA, is this date assigning and transferring to Recovery License Group, LLC, hereinafter "RMG", the ground lease aforesaid with the consent of the Town, with the understanding that CPFSA would surrender and terminate its rights to continued payments under the License.

NOW THEREFORE, and in consideration of \$1.00 and other good and valuable consideration the receipt of which is hereby acknowledged:

1. That CPFSA this date of \_\_\_\_\_, 2024, surrenders all rights and obligations under the aforesaid agreement entered into between the Town and Prestige on July 22, 2014, a copy of which is annexed hereto and made a part hereof.
2. That CPFSA similarly surrenders any rights to any revenues or payments due under that agreement from this date forward.
3. That execution of this document shall similarly constitute a termination of CPFSA's rights under that agreement.

Dated: February \_\_, 2024

\_\_\_\_\_  
Clifton Park Family Sports Arena, LLC  
By: Stephen P. Burke

SURRENDER & TERMINATION OF COMMERCIAL LEASE AGREEMENT

WHEREAS, Clifton Park Family Sports Arena, LLC, a New York limited liability company, hereinafter "CPFSA", previously entered into a commercial lease agreement with the TOWN OF CLIFTON PARK, hereinafter "Town", dated the 4<sup>th</sup> day of September, 2018, to lease the concession area space at the Town owned ice skating rink at the Clifton Common; and

WHEREAS, the Town intends to enter into a lease new agreement for the leased space with Recovery Management Group, LLC , effective this date, with the understanding that CPFSA would surrender and terminate its rights to such leased space;

NOW THEREFORE, and in consideration of \$1.00 and other good and valuable consideration the receipt of which is hereby acknowledged:

1. That CPFSA this date of \_\_\_\_\_, 2024, surrenders all rights and obligations to use the leased space pursuant to the aforesaid lease agreement entered into between the Town and CPFSA on September 4, 2018, a copy of which is annexed hereto and made a part hereof.
2. That execution of this document shall similarly constitute a termination of that lease agreement.

Dated: February \_\_, 2024

\_\_\_\_\_  
Clifton Park Family Sports Arena, LLC  
By: Stephen P. Burke

SURRENDER & TERMINATION OF MANAGEMENT AGREEMENT

WHEREAS, CLIFTON PARK FAMILY SPORTS ARENA, LLC, a New York limited liability company, hereinafter "CPFSA", was party to a Management Agreement dated the 4<sup>th</sup> day of June, 2014, hereinafter "Management Agreement", with CLIFTON PARK YOUTH HOCKEY ASSOCIATION, INC., a New York not-for-profit corporation, hereinafter "CPYHA", by assignment, to manage and operate youth hockey teams for CPYHA; and

WHEREAS, CPFSA is selling its hockey management business to Recovery Management Group, LLC, hereinafter "RMG"; and

WHEREAS, CPYHA will be entering into a separate management agreement with CPD Hockey, LLC, an affiliate of RMG, for the operation and management of the youth hockey teams for CPYHA; and

WHEREAS, CPYHA and CPFSA desire to terminate the Management Agreement as set forth below.

NOW THEREFORE, and in consideration of \$1.00 and other good and valuable consideration the receipt of which is hereby acknowledged:

1. That CPFSA as of February \_\_, 2024, surrenders all of its rights under the Management Agreement, including rights to any revenues or payments due under the Management Agreement from this date forward.
2. That execution of this document shall similarly constitute a termination of the Management Agreement.

Dated: February \_\_, 2024

\_\_\_\_\_  
Clifton Park Family Sports Arena, LLC  
By: Stephen P. Burke

Dated: February \_\_, 2024

\_\_\_\_\_  
CLIFTON PARK YOUTH HOCKEY  
ASSOCIATION, INC.  
By: \_\_\_\_\_, President

**RESOLUTION**  
**#11**

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing the Superintendent of Highways to install two (2) STOP signs, one within the gore area of the Sugarhill Road and Ray Road intersection and one on Woods Way at the Nadler Road "T" intersection.

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

WHEREAS, the Highway Safety Committee reviewed existing conditions of the intersections under guidelines contained within the current New York State Supplemental to the Manual of Uniform Traffic Control Devices (MUTCD), and

WHEREAS, the MUTCD provides guidance on the installation of STOP or YIELD signs at intersections, where, in the first case, a restricted view exists due to the triangular area referred to as a "gore" in the road and highway design construction at the intersection of Sugarhill Road and Ray Road, and in the second case, a citizen requested stop control, and

WHEREAS, visual observation and field analysis by Town Staff and Highway Safety Committee Representatives at the Sugarhill Road/Ray Road intersection, have confirmed limited sight distance at the intersection and therefore the Committee recommends the placement of an R1-1 STOP control sign which will require motorists traveling northbound on Sugarhill Road proceeding eastbound on Ray Road to come to a complete STOP before proceeding, and

WHEREAS, after reviewing a referral from the Highway Superintendent based on a citizen's request for stop control on Woods Way at the Nadler Road "T" intersection , the Highway Safety Committee recommends the placement of an R1-1 STOP sign which will require motorists on Woods Way to come to a complete STOP and yield the right-of-way to Nadler Road motorists; now therefore be it

RESOLVED, that the Superintendent of Highways is hereby authorized to install two (2) STOP signs for motorists as outlined above.

## Cynthia, Zlogar

---

**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Thursday, January 25, 2024 10:36 AM  
**To:** Cynthia, Zlogar; Tom McCarthy; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Agatha, Reid; John Scavo; Zabed, Manir  
**Subject:** New Resolution Request #615

A new resolution request has been submitted. The details of this resolution request are included below.

**Department:** Planning Department

**Your Name:** John P. Scavo

**Your Email:** [jscavo@cliftonpark.org](mailto:jscavo@cliftonpark.org)

**Sponsor:** P. Barrett

**Agenda Session Date:** 02/05/2024

**Board Meeting Date:** 02/26/2024

**Alternate Date:** 03/04/2024

**Budget Number:** A-3310-215

**Budget Description:** Highway - Traffic/Safety/Signs

**Amount:** TBD - Sign and Post cost per State contract or lower

**Brief Description:** Authorize the Highway Department to install an MUTCD R1-1 STOP sign within the gore area of the Sugarhill Rd. and Ray Road Intersection to improve intersection safety.

**Add Supporting Docs:**

[5d5c2b4015b7d5d7\\_AgendaMtgRequest\\_RaySugarHill\\_R1-1.pdf](#)

**Additional Comments/Details:** -

**Agree to Terms:** Agree

Citizen Concern at the Intersection of Ray Road and Sugarhill Road.

The Town Highway Safety Committee has recommended the Town consider installing an R1-1 STOP Sign within the triangular area referred to as a "gore" in road and highway design construction at the intersection of Sugarhill Road and Ray Road.

The STOP Sign location designates the southbound Sugarhill Road to eastbound on Ray Road as the predominant movement.

Stop Sign installation will require motorists traveling northbound on Sugarhill Road proceeding eastbound on Ray Road to come to a complete STOP before proceeding.

The Town Board authorizes the Highway Department to install an R1-1 Sign in the location described above.

The image below shows the location of the proposed STOP Sign (MUTCD R1-1)



View facing West from Sugar Hill Road – The back of the recommended STOP sign is in the approximate location of Blue Arrow.

## Cynthia, Zlogar

---

**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Friday, January 26, 2024 2:12 PM  
**To:** Cynthia, Zlogar; Tom McCarthy; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Agatha, Reid; John Scavo; Zabed, Manir  
**Subject:** New Resolution Request #616

A new resolution request has been submitted. The details of this resolution request are included below.

**Department:** Planning Department

**Your Name:** John P. Scavo

**Your Email:** [jscavo@cliftonpark.org](mailto:jscavo@cliftonpark.org)

**Sponsor:** P.Barrett

**Agenda Session Date:** 02/05/2024

**Board Meeting Date:** 02/26/2024

**Alternate Date:** 03/04/2024

**Budget Number:** N/A

**Budget Description:** Stock Item

**Amount:** 0

**Brief Description:** Authorize the Town Highway Department to install an R1-1 STOP Sign on Woods Way at the Nadler Road "T" Intersection.

Woods Way vehicles would be required to come to a complete STOP and yield the ROW to Nadler Road motorists until proceeding through the T Intersection onto Nadler Road.

The request is based on a recommendation from the Highway Safety Committee, which reviewed a referral on 1/25/2024 from the Highway Superintendent based on a citizen's request for stop control at the intersection.

**Add Supporting Docs:**

[4d0a25169c575fae STOP Sign Image Location.pdf](#)

**Additional Comments/Details:** -

**Agree to Terms:** Agree



The image shows the proposed STOP Sign R1-1 Location on Woods Way at the Nadler Road Intersection.

**RESOLUTION  
#12**

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing the roof replacement of the Clifton Park Ice Arena at the Common.

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

WHEREAS, the Director of Buildings, Parks and Recreation, Dan Clemens, has recommended that the roof of the Clifton Park Ice Arena be replaced, and

WHEREAS, bids were opened for the Ice Arena roof replacement on January 18, 2024, and

WHEREAS, Barton and Loguidice has recommended that S&L Roofing and Sheetmetal Inc., be authorized to replace the surface, for an amount not to exceed \$973,320; now, therefore, be it

RESOLVED, that the roof replacement of the Clifton Park Ice Arena is awarded to S&L Roofing and Sheetmetal, Inc., Voorheesville, NY, at a cost not to exceed \$973,320 to be paid from A-07112-00200 (General Fund-Clifton Common-Equipment); and be it further

RESOLVED, that the Comptroller is authorized to transfer funds from Unreserved Fund Balance, A-00914.

## Cynthia, Zlogar

---

**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Thursday, January 25, 2024 8:03 AM  
**To:** Cynthia, Zlogar; Tom McCarthy; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Agatha, Reid; John Scavo; Zabed, Manir  
**Subject:** New Resolution Request #614

A new resolution request has been submitted. The details of this resolution request are included below.

**Department:** Buildings & Grounds

**Your Name:** Daniel Clemens

**Your Email:** [dclemens@cliftonpark.org](mailto:dclemens@cliftonpark.org)

**Sponsor:** P. Barrett

**Agenda Session Date:** 02/05/2024

**Board Meeting Date:** 02/26/2024

**Alternate Date:** 03/04/2024

**Budget Number:** A-7112-200-700

**Budget Description:** Clifton Common - equipment - Arena

**Amount:** 973,320.00

**Brief Description:** Award contract for the roof replacement on the ice arena to S&L Roofing & Sheetmetal, Inc.

**Add Supporting Docs:**

[8fa48266e31111bb CP Ice Rink Roof Replacement Bid Rec Award Ltr-012524.pdf](#)

[7653d52b4e86fbcd 1 Ice Arena Roof Replace Bid submitted by SL Roofing 1.18.24.pdf](#)

[3cb3ba8ac17a330b Arena roof bid announcemen January 2024.pdf](#)

**Additional Comments/Details:** reccomendation letter included from Barton & Loguidice to hire low bidder, S&L

**Agree to Terms:** Agree



# Town of Clifton Park

## Buildings & Grounds

Two Town Hall Plaza • Clifton Park, New York 12065 • (518) 371-6651 Ext. 251 • Fax: (518) 371-3789

Michael Thompson  
S & L Roofing & Sheetmetal, Inc.  
5640 Depot Road  
Voorheesville, NY 12186

February 2, 2024

Re: Clifton Park Ice Rink Roof Replacement Project  
Subj: Letter of Intent  
File: 1646.012.002

Dear Mr. Thompson:

We have reviewed the bids submitted and opened at 2:00 p.m. on January 18, 2024 for Contract 1 – Clifton Park Ice Rink Roof Replacement Project and your firm was the apparent low bid for the price of Nine-hundred seventy three thousand three hundred twenty dollars (\$973,320.00).

Based on Barton and Logudice (B&L) discussions with your firm there are no errors or omissions in the Bid, you understood the project milestones (May 6 to June 21 facility is closed), schedule and the liquated damages and will enter into a Contract with the Town of Clifton Park if awarded the project. We are currently working on providing Town Board Approval for authorization of the Project to issue a Notice of Award but that along with compiling Contract Documents, insurance and bond submissions will take some time to complete.

Based on the above and with the need to get shop drawing documents started for the insulated metal roof panels to meet the anticipated construction schedule we are providing this Letter of Intent to S & L Roofing & Sheetmetal, Inc. so the Shop drawing process can begin before a Notice of Award is issued. We are requesting you work with B&L to start the shop drawing process for the insulated metal roof panel submittals so they can be submitted for review and processing by B&L. Once the Project Contracts are signed, the Notice to Proceed is issued and the insulated metal roof panel shop drawings are completed they can be released for production.

Please let us know what drawing information, if any, you will need in order to get the shop drawing process started. If AutoCAD drawing files are required let us know and we will have B&L send a release form for signature and return.

We trust this provides the necessary documentation to start the shop drawing process with B&L but if you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

Phil Barrett  
Clifton Park Town Supervisor

Cc: Zachary Comstock, Senior Project Architect, Barton and Logudice

# Barton & Loguidice

January 25, 2024

Phil Barrett, Town Supervisor  
Town of Clifton Park  
1 Town Hall Plaza  
Clifton Park, New York 12065

Re: Clifton Park Ice Rink Roof Replacement Project  
Subj: Recommendation for Award of Contract  
File: 1646.012.002

Dear Supervisor Barrett:

We have reviewed the bids submitted and opened at 2:00 p.m. on January 18, 2024 at Town Hall, 1 Town Hall Plaza Clifton Park, New York 12065. Three (3) Bids were received for General Construction; a Canvass of Bids is attached.

The apparent low Bid for Contract No. 1 – Clifton Park Ice Rink Roof Replacement Project was submitted by S&L Roofing & Sheetmetal Inc. as follows:

S&L Roofing & Sheetmetal Inc. Lump Sum	\$973,320.00
--	--------------

The apparent low Bid amount is within the Engineer's Opinion of Probable Construction Cost for the project. No informalities were contained within the apparent low Bid.

Based on discussions with the apparent low Bid Contractor, they have stated that there are no errors or omissions in their Bid and they understood the project milestones, schedule and the liquated damages and will enter into a Contract with the Town of Clifton Park if awarded the project.

In consideration of the above information, B&L recommends Town of Clifton Park proceed with this Contract and award the Contract to the apparent low bidder, S&L Roofing & Sheetmetal Inc. to include the lump sum bid amount for the Ice Rink Roof Replacement for a Contract Amount of \$973,320.

If you have any questions or require additional information, please do not hesitate to call me.

Sincerely,

BARTON & LOGUIDICE, D.P.C.



Zachary Comstock  
Senior Project Architect

ZDC/jms  
Attachment



# LIST OF BIDS

Project: TOWN OF CLIFTON PARK ICE RINK ROOF REPLACEMENT  
Contract No. 1 - General Construction  
Owner: Town of Clifton Park  
Engineer: Barton & Loguidice, D.P.C.  
Syracuse, New York

B&L Project No.: 1646.012.002  
Date: JANUARY 18, 2024  
Time: 2:00 PM

The following is an unofficial tabulation of the bids as compiled at the bid opening.

BIDDER & ADDRESS	BID ITEM NO. 1	BID SECURITY
S&L Roofing & Sheetmetal Inc. 5640 Depot Road Vooreesville, NY 12186 Tel: 518-765-5088	\$973,320.00	X
Mid-State Industries, Ltd. 1105 Catalyn St. Schnectady, NY 12303 Tel: 518-374-1461	\$1,011,811.00	X
Titan Roofing 200 Tapley St. Springfield, MA Tel: 518-235-1707	\$1,345,000.00	X



CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS  
FOR  
TOWN OF CLIFTON PARK  
ICE RINK ROOF REPLACEMENT

CONTRACT NO. 1 – GENERAL CONSTRUCTION

DECEMBER 2023

PREPARED BY:

BARTON & LOGUIDICE, D.P.C.  
443 ELECTRONICS PARKWAY  
LIVERPOOL, NEW YORK 13088

BID PACKAGES SUBMITTED BY:

Name of Company:

Address:

Phone:

S & L Roofing + Sheetmetal Inc.  
5640 Depot Rd  
Door Heersville NY 12186  
518-765-5088

It is a violation of the New York state education law, Article 145  
§7209 Special Provisions, for any person, unless they are acting  
under the direction of a licensed professional engineer, architect,  
landscape architect, or land surveyor, to alter an item in any way.  
If an item bearing the stamp of a licensed professional is altered,  
the altering engineer, architect, landscape architect, or land surveyor  
shall stamp the document and include the notation "altered by"  
followed by their signature, the date of such alteration, and a specific  
description of the alteration.

SECTION 00 03 70

BID FOR CONSTRUCTION OF  
CONTRACT NO. 1 – GENERAL CONSTRUCTION  
TOWN OF CLIFTON PARK  
ICE RINK ROOF REPLACEMENT

TO THE TOWN OF CLIFTON PARK:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 1 – General Construction, Town of Clifton Park Ice Rink Roof Replacement, required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

Bid Item

1. Lump Sum Contract No. 1 – General Construction

<u>Nine hundred &amp; Seventy Three -</u> <u>thousand - three hundred &amp; Twenty</u> (Price Written in Words)	<u>973,320</u> Dollars (Price Written in Figures)	<u>00</u> Cents
---	---	--------------------

Acknowledgement of Addenda

Addendum No.

Date Received

1

1/12/24

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SECTION 00 03 70

BID FOR CONSTRUCTION OF  
CONTRACT NO. 1 – GENERAL CONSTRUCTION  
TOWN OF CLIFTON PARK  
ICE RINK ROOF REPLACEMENT

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, or delivered:

Company Name: S+L Roofing + Sheetmetal Inc.  
Contact Name: JEFF Smolen  
Address: 5640 Depot Rd.  
City, State, Zip: Voorheesville NY 12186  
Telephone/Fax: 518-765-5088 / 518-765-5090  
Email: JSmolen@SLroofingny.com  
FEIN:  
(Federal Employee  
Identification Number) 14-1817291

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

SECTION 00 03 70

BID FOR CONSTRUCTION OF  
CONTRACT NO. 1 - GENERAL CONSTRUCTION  
TOWN OF CLIFTON PARK  
ICE RINK ROOF REPLACEMENT

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a certified check\*, cash\*, or a bid bond\* for the sum of five percent (\$ 5%) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated 11/18/11, 2011 \*\* S & H Roofing & Sheetmetal Inc.

JH  
Signature of Bidder

Print Name of Signer of Bid Jeff Smden  
Address 5640 Depot Rd.  
Voorheesville NY 12186

\* Cross out designations not applicable.

\*\* Insert bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

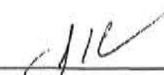
SECTION 00 03 73

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:
  - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
  - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
  - 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 thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the Owner in writing and shall be a public document.

	President
Signature	Title
S+L Roofing & Sheetmetal	1/18/24
Company Name	Date

State of New York )  
 County of Albany ) SS:

On this 18<sup>th</sup> day of January, 2024, before me personally came and appeared Jeff Smolen to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

Kori Little

END OF SECTION

SECTION 00 03 76

BIDDER'S STATEMENT ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-1

In accordance with State Finance Law §139-L, which generally prohibits the Owner from entering into contracts pursuant to the Bid process with persons who fail to submit a certification affirming compliance with New York Labor Law §201-g, the Bidder submits the following certification under the penalty of perjury:

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 thereto certifies as to its own organization, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

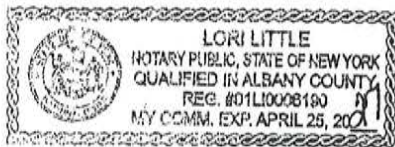
Dated: Jan 18, 2024  
Albany, New York

S&H Roofing + Sheetmetal Inc.  
Name of Bidder

JL  
Signature of Authorized Official

Jeff Smolen - President  
Printed or Typed Name of Official and Title

Sworn to before me this  
18<sup>th</sup> day of Jan, 2024



SECTION 00 04 80

NON-COLLUSIVE BIDDING CERTIFICATION

- (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 thereto 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 matter 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; and
  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.
- (b) A bid shall not be considered for award nor shall any award be made where (a) 1., 2., and 3., above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) 1., 2., and 3., above have not been complied with the bid shall not be considered for award nor shall any award to be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee determines that such disclosure was not made for the purpose of restricting competition.
- (c) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.
- (d) Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

FIRM: S+L Roofing + Sheetmetal Inc.  
By: JL  
Title: President

(CORPORATE SEAL IF ANY)

END OF SECTION

SECTION 00 04 81

STATEMENT OF SURETY'S INTENT

To: Town of Clifton Park

We have reviewed the Bid of S&L Roofing & Sheetmetal, Inc.  
(Contractor)  
of 5640 Depot Road, Voorheesville, NY 12186  
(Address)  
for Town of Clifton Park Ice Rink Roof Replacement  
  
(Project)

Bids for which will be received on January 18th, 2024  
(Bid Opening Date)


and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest:  Westfield Insurance Company  
Alissa M. Cottrell, Bond Representative

Attach Power of Attorney

  
Surety's Authorized Signature(s)  
Jaclyn M. Kelly, Attorney-In-Fact

(Corporate seal if any. If no seal, write "No Seal" across this place and sign.)

END OF SECTION

SECTION 00 04 84

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

1. Contractor hereby certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods).
  - a) Which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any government agency or political subdivision or public benefit corporation.
  - b) In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor certifies through the submitted bid proposal that any and all subcontractors have been informed and are in compliance with the specification's and provisions regarding use of tropical hardwoods as detailed in Section 165 of New York State Finance law.
2. Qualifications for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State. Otherwise, the bid may not be considered responsive. Upon executing this certification the bidder acknowledges that proof of qualifications for exemption are the responsibility of the Contractor to meet with the approval of the state.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
  - 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 thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, wood to be used under this contract award complies with NYS Finance Law Section 165".

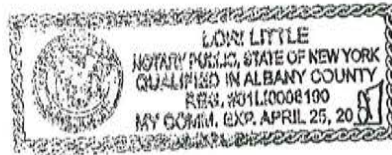
FIRM: W & H Roofing + Sheetmetal Inc.  
By: JH  
Title: President

(CORPORATE SEAL IF ANY)

STATE OF New York )  
COUNTY OF Albany ) SS:

On this 18th day of Jan, 2024 before me personally came and appeared Jeff Smolen to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

END OF SECTION



# AIA Document A310™ – 2010

## **Bid Bond**

### **CONTRACTOR:**

*(Name, legal status and address)*  
S&L Roofing & Sheetmetal, Inc.  
5640 Depot Road  
Voorheesville, NY 12186

### **SURETY:**

*(Name, legal status and principal place of business)*  
Westfield Insurance Company  
One Park Circle  
Westfield Center, OH 44251-5001

### **OWNER:**

*(Name, legal status and address)*  
Town of Clifton Park  
1 Town Hall Plaza, Clifton Park, NY 12065

**BOND AMOUNT:** \$ Five Percent of Bid (5% of Bid)

### **PROJECT:**

*(Name, location or address, and Project number, if any)*  
Town of Clifton Park Ice Rink Roof Replacement

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

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

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

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

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

Int.

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User Notes:

(1113732179)

Signed and sealed this 10th day of January, 2024

Rori Little  
(Witness)

Alissa M. Cottrell  
(Witness) Alissa M. Cottrell, Bond Representative

S&L Roofing & Sheetmetal, Inc.  
(Principal) President jlc (Seal)  
(Title)

Westfield Insurance Company  
(Surety) m v (Seal)  
(Title) Jaclyn M. Kelly, Attorney-In-Fact

Init.  
/

NOTARIAL JURAT

INDIVIDUAL ACKNOWLEDGEMENT

State of \_\_\_\_\_ ]
County of \_\_\_\_\_ ] ss:
On this \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_ before me personally appeared

known to me to be the person \_\_\_\_\_ described in and who executed the foregoing instrument, and \_\_\_\_\_ he duly acknowledged to me that \_\_\_\_\_ he executed the same.

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of \_\_\_\_\_ ]
County of \_\_\_\_\_ ] ss:
On this \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_ before me personally appeared

known to me to be a member of the firm of \_\_\_\_\_ described in and which executed the foregoing instrument, and \_\_\_\_\_ he thereupon acknowledged to me that \_\_\_\_\_ he executed the same as and for the act and deed of said firm.

Notary Public

CORPORATION ACKNOWLEDGEMENT

State of New York ]
County of Albany ] ss:
On this 18th day of January, 2024 before me personally appeared

to me known, who being by me duly sworn, did depose and say: that \_\_\_\_\_ he resides at Glenmont, NY; that he is President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Lori Little



Notary Public

SURETY ACKNOWLEDGEMENT

State of New York ]
County of Schenectady ] ss:
On this 10th day of January , 2024 before me personally appeared

Jaelyn M. Kelly to me known, who being by me duly sworn, did depose and say: that she resides in the City of Scotia, New York; that she is the Attorney-In-Fact of the above signed surety, the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.

Laurie W. Gibson

Notary Public

LAURIE W. GIBSON
Notary Public-State of New York
No. 4945994
Qualified in Saratoga County
Commission Expires January 27, 2027

POWER NO. 3130332 01  
General Power of Attorney

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

**CERTIFIED COPY**

*Know All Men by These Presents*, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint JEANNE M. MALOY, KARA M. DERENZO, JACLYN M. KELLY, DEBORAH L. KRUMAN, ANDREA N. CARPENTER, JOINTLY OR SEVERALLY, of SCOTIA and State of NY their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit -----

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY:

"**BE IT RESOLVED**, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."


"**BE IT FURTHER RESOLVED**, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

*In Witness Whereof*, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **2nd** day of **August**, A.D., 2022.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY


By:   
**Gary W. Stumper,**  
*National Surety Leader and Senior Executive*

State of Ohio  
County of Medina ss.:

On this **2nd** day of **August**, A.D., 2022, before me personally came **Gary W. Stumper**, to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



By:   
**David A. Kotnik,** Attorney at Law, *Notary Public*  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

**CERTIFICATE**

I, **Frank Carrino**, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

*In Witness Whereof*, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this **10th** day of **January** A.D., **2024**

BPOAC  
(03-22)



By:   
**Frank Carrino,** *Secretary*

**Financial Statement**

Reset Form

December 31, 2022

**Westfield Insurance Co.**  
Westfield Center, Ohio 44251-5001

**WESTFIELD INSURANCE COMPANY**  
**BALANCE SHEET**  
12/31/22  
(in thousands)

<b>Assets</b>	
Cash, cash equivalents, and short term investments	14,523
Bonds	1,431,438
Stocks	409,103
Agents' balances and uncollected premiums, net	407,991
Other admitted assets	999,270
<b>Total admitted assets</b>	<u>3,262,325</u>
<b>Liabilities</b>	
Reserve for unearned premiums	612,303
Reserve for unpaid losses and loss expenses	1,046,687
Reserve for taxes and other liabilities	351,958
<b>Total liabilities</b>	<u>2,010,948</u>
Capital stock	8,220
Surplus to policyholders	<u>1,243,157</u>
<b>Total surplus</b>	1,251,377
<b>Total liabilities and surplus</b>	<u>3,262,325</u>

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Westfield Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of .....New York..... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2022.

Attest:

*Frank Carrino*

Frank A. Carrino  
Group Legal Leader, Secretary

*Gary W. Stumper*

Gary W. Stumper  
National Surety Leader  
Senior Executive



Sworn to before me this 8<sup>th</sup> day of February A.D. 2023.

My Commission Does Not Expire  
Sec. 147.03 Ohio Revised Code

*David A. Kotnik*

David A. Kotnik  
Attorney at Law  
Notary Public - State of Ohio



SECTION 00 04 99

BID SECURITY

(ATTACHED HERE - CERTIFIED CHECK, CASH OR BID BOND)

END OF SECTION

7.20

BID SECURITY  
00 04 99-1

**RESOLUTION**  
**#13**

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing the replacement of a hot water heater at the Clifton Common Ice Arena.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks, and Recreation requested quotes for the replacement of a hot water heater within the arena, and

WHEREAS Postler & Jaeckle, Corp., Rensselaer, NY, has submitted the lowest responsive quote, at a total cost not to exceed \$13,590, and

WHEREAS, Mr. Clemens has recommended the equipment be supplied and installed by Postler & Jaeckle, Corp; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the Director of Buildings, Parks, and Recreation to engage Postler & Jaeckle, Corp. to supply and install the hot water heater in the Clifton Common Ice Arena, for a total amount not to exceed \$13,590, from A-7112-200 (General Fund – Clifton Common – Equipment) as budgeted.

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Friday, February 23, 2024 9:48 AM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagnello; Teresa Brobston  
**Subject:** New Resolution Request #652

A new resolution request has been submitted. The details of this resolution request are included below.

**Department:** Buildings & Grounds  
**Your Name:** Daniel Clemens  
**Your Email:** [dclemens@cliftonpark.org](mailto:dclemens@cliftonpark.org)  
**Sponsor:** P. Barrett  
**Agenda Session Date:** 02/26/2024  
**Board Meeting Date:** 02/26/2024  
**Alternate Date:** 02/26/2024  
**Budget Number:** A-7112-24-700  
**Budget Description:** Clifton Common - maintenance-arena  
**Amount:** \$13,590.00  
**Brief Description:** Hire Postler & Jaeckle Corp. to replace (1) water heater in the ice arena  
**Add Supporting Docs:**  
[970ed44b5e7c0645 Replace 1 water heater Bradford-White at the arena res req 2.23.24.pdf](#)

**Additional Comments/Details:** (1) water heater is broken down, internal failure, out of warranty  
**Agree to Terms:** Agree

[unsubscribe](#)

Town of Clifton Park  
Buildings & Grounds

Quote Cover Sheet

Date: February 22, 2024

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Description: Replace water heater in the ice arena  
option of replacing both heaters

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Vendor #1: Borque Mechanical - declined

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Vendor #2: Mazone Plumbing & Heating -  
Bradford White \$14,000.00 (1) State \$15,316.00 (1)

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Vendor #3: Postler & Jaeckle Corp. -Bradford White  
\$13,590.00 (1) and \$26,556.00 (2) \*

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Vendor #4: Albany Mechanical Services Inc. - Bradford White  
\$21,225.00 (1) and \$39,025.00 (2)

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Vendor #5:

---

Vendor #6:

---

Comments: Mazone price is doubled for (2) heaters per manufacturer

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Decision: P&J - Bradford White - \$13,590.00(1) \$26,556.00 (2)



## 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 the supply and installation of 100-gallon gas fired commercial water heater at the ice arena located at 16 Clifton Common Blvd., Clifton Park, NY 12065.

**\*\* PLEASE NOTE: THIS IS A QUICK TURNAROUND REQUEST**

Scope of work is as follows but not limited to:

Disconnect, remove and dispose of old water heater(s).

Supply and install (1) Bradford-White EF-100T-199E-3N gas fired commercial water heater or (1) State SBD100-199-NE water heater or any equivalent.

**Supply alternate price for supply and install of (2) water heaters.**

Connect the new hot water heater to the existing gas line and flue venting.

Fill the system and check for leaks.

Start and check the operation of the new water heater.

Place the water heater into service.

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.

A minimum of 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 Sean Dickinson at [sdickinson@cliftonpark.org](mailto:sdickinson@cliftonpark.org) 518-912-5345 with any questions or for an appointment to do a site visit.

**Quotes are due by Wednesday February 21, 2024 at 2:00pm**

SENT TO  
4 COMPANIES  
2/14/24

## Dan Clemens

---

**From:** shane flint <shane913@hotmail.com>  
**Sent:** Wednesday, February 14, 2024 12:37 PM  
**To:** Dan Clemens  
**Subject:** Re: quote please

Hi Dan,

We won't be bidding on this project. Thanks again.

Shane

---

**From:** Dan Clemens <DClemens@cliftonpark.org>  
**Sent:** Wednesday, February 14, 2024 12:06 PM  
**To:** shane913@hotmail.com <shane913@hotmail.com>  
**Cc:** Sean, Dickinson <SDickinson@cliftonpark.org>  
**Subject:** quote please

Please see attached request for proposal.  
Please advise if you would like to provide a quote or not.

Thanks, Dan

**Daniel J. Clemens**  
Director of Buildings, Parks, and Recreation  
Town of Clifton Park, NY  
O: 518-371-6651 ext. 248  
C: 518-281-5065  
[dclemens@cliftonpark.org](mailto:dclemens@cliftonpark.org)



# Proposal

## Mazone Plumbing & Heating Inc.

93 Elsmere Avenue  
Delmar, New York 12054  
518-439-2238 or 518-434-2377

PROPOSAL SUBMITTED TO <i>Town of Clifton PK</i>		PHONE	DATE <i>2/19/24</i>
STREET <i>one town Hall plaza</i>		JOB NAME <i>Replace defective HWT</i>	
CITY, STATE and ZIP CODE <i>Clifton PK NY</i>		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

*Remove & Replace defective a.o.s with 17WT.  
 Replace w/ A.O.S with tank.  
 Labor & Material \$12,912<sup>00</sup>  
 price good for 2/21/24*

*one in stock only  
 price increase coming shortly  
 J. Mazon*

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows:

\_\_\_\_\_ dollars (\$ \_\_\_\_\_).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature \_\_\_\_\_

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. Payment will be made as outlined above.

Signature \_\_\_\_\_

# Proposal

## Mazone Plumbing & Heating Inc.

93 Elsmere Avenue  
Delmar, New York 12054  
518-439-2238 or 518-434-2377

PROPOSAL SUBMITTED TO <i>Town of Clifton PK</i>		PHONE -	DATE <i>2/13/24</i>
STREET <i>1- town Hall Plaza</i>		JOB NAME <i>Replace defective HWT</i>	
CITY, STATE and ZIP CODE <i>Clifton PK NY</i>		JOB LOCATION	
ARCHITECT <i>Dan clemens</i>	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

*Remove & replace defective HWT w/ Budgeted white Unit, in stock*

*pick up & delivery charge*

*400.00*

*Labor & material to install new HWT*

*13600.00*

*14000.00*

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

\_\_\_\_\_ dollars (\$ \_\_\_\_\_).

Payment to be made as follows: \_\_\_\_\_

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

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.

Signature \_\_\_\_\_



February 5, 2024

Building & Grounds Town of Clifton Park  
One Town Hall Plaza  
Clifton Park New York 12065

Subject: Replace Hot Water Heater

Dear: Dan Clemens

Postler & Jaeckle Corp is pleased to submit our quote to replace one of the AO Smith gas fired hot water heaters. (Leaking from tank)

**Included:**

- **Disconnect, removal and disposal of the old hot water heater.**
- **Install new Bradford White EF-100T-199E-3N Gas Fired Hot Water Heater.**
- **Connect the new hot water heater to the existing gas line and flue venting.**
- **Fill the system and check for leaks.**
- **Start and check operation of the new hot water heater.**
- **Place the new hot water heater into service.**

**Excluded:**

1. **Taxes.**
2. **Testing, handling, and disposal of all hazardous materials.**
3. **Cut & patch.**
4. **Starters/VFDs.**
5. **Concrete housekeeping pads.**
6. **Engineering**
7. **Overtime/premium time.**
8. **Payment and performance bonds.**
9. **MBE/WBE Participation.**

9 KREY BLVD • RENSSELAER, N.Y. 12144 • (518) 459-0910 • FAX: (518) 459-2622  
[www.postlerandjaeckle.com](http://www.postlerandjaeckle.com)



**Option #1 – Replacement of (1) Hot Water Heater = \$13,590.00**  
**Option #2 Replacement of (2) Hot Water Heaters = \$26,556.00**

We appreciate the opportunity to quote and should you have any questions or wish to discuss this further please contact me directly at 518-560-0062.

Postler & Jaeckle will not be held responsible for the delays of equipment, materials, or scheduling deficiencies/delays due to mandated labor shutdowns and/or COVID restrictions. Due to the rising costs of materials, this quote is good for 15 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and beyond the estimate.

Service Manager Signature: Bart Callahan

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.

Payment Due upon completion.

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

Date: \_\_\_\_\_

Print: \_\_\_\_\_

Scheduled Work Date: \_\_\_\_\_ (Subject To Parts Availability)

**Bart Callahan - Service Manager**  
**Cell: 518-560-0062**  
**Email: [bart.callahan@postler.com](mailto:bart.callahan@postler.com)**



Attn. Dan Clemens  
16 Clifton Common Blvd.  
Clifton Park, NY 12065

02/16/24

### HVAC PROPOSAL:

**Gas Fired commercial Water Heater** – Albany Mechanical Services proposes the installation of one (1) new Bradford White 100-gallon gas fired commercial water heat model #EF-100T-199E-3N. We will disconnect and remove the existing 100 Gallon AO Smith hot water tank. We will connect the new tank to the existing gas line and flue venting unless connections do not line up, new lines will be run as needed.

**Install as described above for.....\$21,225.00**

**Install as described above with additional tank (2 total) ..... \$39,025.00**

All old material/equipment will be removed from the premises. All required start up procedures will be executed prior to leaving residence.

We will furnish and install all equipment and materials to meet all manufactures specifications, state and local codes.

All pricing good for 14 Days.

30% Deposit due at time of scheduling/confirmation.

Remainder to be due at time/day of completion.

Proudly Estimated by Adam Dingman, Project Manager.

**RESOLUTION**

**#14**

Resolution No \_\_\_\_\_ of 2024, a resolution to authorize the purchase of a Lanier/Ricoh IM 7000 copier from Electronic Business Products.

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

WHEREAS, the office copier in the 2<sup>nd</sup> floor copier room of Town Hall is over 5 years old and needs to be replaced, and

WHEREAS, Electronic Business Products has submitted a quote for a Lanier/Ricoh IM 7000 copier in an amount not to exceed \$11,650, and

WHEREAS, the Comptroller wishes to purchase this copier from Electronic Business Products as he has determined the lease terms to be unfavorable, and

RESOLVED, that the Town is authorized to purchase a Lanier/Rich IM 7000 copier from Electronic Business Products at a cost not to exceed \$11,650; and be it further

RESOLVED, that the Comptroller is authorized to transfer \$11,650 from Contingency to A-01620-200 (General Fund – Town Hall Operations – Equipment).

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Monday, January 29, 2024 2:05 PM  
**To:** Cynthia, Zlogar; Tom McCarthy; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Agatha, Reid; John Scavo; Zabed, Manir  
**Subject:** New Resolution Request #619

A new resolution request has been submitted. The details of this resolution request are included below.

**Department:** Comptroller

**Your Name:** Mark Heggen

**Your Email:** [mheggen@cliftonpark.org](mailto:mheggen@cliftonpark.org)

**Sponsor:** P. Barrett

**Agenda Session Date:** 02/06/2024

**Board Meeting Date:** 02/26/2024

**Alternate Date:** 03/04/2024

**Budget Number:** A-01620-00003

**Budget Description:** General Fund - Town Hall Operations - Copier

**Amount:** 11650

**Brief Description:** Purchase Lanier/Ricoh IM 7000 copier from Electronic Business Products, with a transfer from Contingency.

**Add Supporting Docs:**

**Additional Comments/Details:** Purchasing rather than leasing, lease terms are not favorable.

**Agree to Terms:** Agree

[unsubscribe](#)



## Terms and Conditions

**A. SCOPE OF SERVICES:** The charges established by this Agreement include payment for services performed by Electronic Business Products, Inc. ("EBP") during normal business hours 8:00 AM to 5:00 PM Monday through Friday, except Holidays recognized by EBP: inspection, adjustments, parts replacement, drums and cleaning material required for the proper operation as determined by EBP. Customer must separately purchase paper and staples. It is understood that the scope of services shall include only those items checked and initialed by the Customer on the face page of this Agreement. No other services shall be expected or required. Operator Error Calls, Computer Network problems, and Data Cleansing are not included in the Scope of Services. Any Software sold or licensed hereunder are provided "AS IS" with no warranty express or implied.

**B. PAYMENT:** Customer unconditionally guarantees that it will make all payments and all the other charges required under the Agreement and any supplements when they are due. EBP may cease performance under this Agreement if Customer is in breach under this or any other Agreement with EBP. If it is necessary for EBP to proceed legally to enforce this Agreement, Customer agree to pay, in addition to any award, all costs, including attorneys' fees incurred. EBP maintains a purchase money security interest in all equipment delivered, until paid in full, and Customer authorizes EBP to execute any necessary documents on behalf of Customer securing said interest.

**C. ADVANCE INSPECTION:** EBP reserves the right to inspect all equipment to be covered under this Agreement to determine its mechanical condition. Equipment that is identified as requiring immediate repair will be identified to Customer. Customer, at its option, may elect to have said unit repaired at the then current hourly service labor rate plus parts or may elect to have the unit excluded from the Agreement.

**D. REMEDIAL MAINTENANCE:** During the term of a toner inclusive Agreements, EBP agrees to perform the maintenance and repair that will keep the Equipment in good working order and condition, normal wear and tear excepted. If EBP is notified by Customer during the term of the agreement that the equipment is not in good working condition, EBP will, during normal service hours, make necessary adjustments and repairs including replacement of parts. Parts or equipment broken due to abuse by the Customer are not covered and all related costs including labor is the Customer's responsibility. For time & material Agreements, parts and labor are not included in the agreement. EBP will promptly provide a quote with the appropriate part(s) and labor required to repair the equipment for approval prior to the repair of the equipment. EBP may from time to time adjust service hours as may be required in the course of business, at which time the customer will be advised. Service at times other than EBP's normal service hours may be furnished on an "as available basis" at published rates then in effect. Replacement parts may be used and/or reconditioned, provided they meet manufacturer's specifications. Parts that have been replaced become the property of EBP.

**E. SERVICE LIMITATIONS:** Customer agrees EBP will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement; (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of toner or other substance in the machine), and the breaking of lids, hinges, cassettes, etc.; (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment; (iv) placing the Equipment in an area that does not conform to space, electrical and environmental requirements; (v) failure of Internet connection or electrical power; (vi) Acts of God, lightning, fire, water, climatic conditions, or incidents of excess voltage or power surges; (vii) Customer using toner, drum, processing units, ink, film, etc., from any other source other than EBP; or (viii) improper conditions of the environment such as excessive dust, chemical residues, abnormal high or low temperatures. If EBP provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance shall be billed to Customer (and shall be due and payable in full upon receipt of invoice) at EBP's then current rates for labor and parts. Customer agrees that EBP will not be required to make adjustments, repairs, or replacements if EBP is not provided reasonable access to the Equipment.

**F. TONER:** Toner-inclusive contracts are based on manufacturer supply consumption rates. EBP will determine and deliver supplies in accordance with agreed upon usage. Use of covered supply products above the expected usage may result in additional charges. Toner may be OEM original or non-OEM at the discretion of EBP. At the conclusion of this Agreement all unused toner must be returned, or additional charges shall be incurred. Additional toner is placed at Customer's site for convenience only and remains the property of EBP.

**G. RELOCATION:** Customer agrees to keep the Equipment at the installation location and not move it from that location without prior written consent of EBP. Customer agrees to be responsible for all costs associated with relocation. If the Equipment is moved to a new position or location, EBP shall have the right to charge a new rate for the new position or location and Customer agrees to pay the difference between the old rate and the new rate.

**H. CUSTOMER RESPONSIBILITY:** Customer will be responsible for regular care and cleaning of the top glass, dusting Equipment, replenishing toner, replacing disposal tank, clearing jams, etc. (where applicable). Customer is solely responsible for security and protection of the equipment and network. EBP shall connect equipment to Customer's network, but has no responsibility for Customer's network.

**I. LIABILITY LIMITATION:** EBP's total liability is limited to repair and maintenance of the covered Equipment. EBP will not be held liable to Customer or any other party for any personal injury or indirect, incidental, consequential damage, including, but not limited to, loss of use, revenue or profit. EBP will not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including without limitation, performing services at a location deemed by EBP as hazardous to health and safety, acts of God or government, labor difficulties, failure of proper transportation, Internet or power, or the inability to obtain parts or supplies. In no event shall EBP be responsible for lost data, lost profits, damages, or incidental or consequential damages. EBP's sole liability shall be limited to the amount Customer has paid EBP pursuant to this Agreement. EBP DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE AND USE. BUYER AGREES THAT THE SYSTEM HAS BEEN SELECTED BY BUYER AND IS OF A DESIGN, SIZE, FITNESS AND CAPACITY SELECTED BY BUYER AND THAT BUYER IS SATISFIED THAT THE SAME IS SUITABLE AND FIT FOR BUYER'S PURPOSE.

**J. TAXES:** Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes accessible on the Equipment) and fees charged relative to this Agreement. Customer agrees to reimburse EBP for all amounts paid or payable by EBP in discharge of the foregoing taxes. Customer shall not be responsible for taxes based on EBP's gross or net income.

**K. DEFAULT:** Customer shall be in default under this agreement if Customer: (i) fails to make any payment under this or any agreement with EBP within ten (10) days of when due or (ii) breaches any other term or condition included in this agreement and Customer fails to cure any such breach within ten (10) days. In the event of a default, EBP may, in addition to other remedies, (i) declare all sums (including penalties) accelerated and due under the terms of this Agreement and terminate the services under this Agreement without advance notice, including disabling the equipment.

**L. INSURANCE:** Customer shall maintain full insurance on all equipment provided hereunder, designating EBP as an additional insured. Customer assumes all risk of loss upon delivery to it.

**M. NOTICES:** Notices required under this agreement shall be written and sent to EBP at 4 Airport Park Boulevard, PO Box 926, Latham, New York 12110 and to the Customer at the "bill to address" identified on the front side of this Agreement. All notices will be effective upon date of postmark or hand delivered.

**N. JURISDICTION:** This agreement shall be interpreted and enforced according to the laws and in the courts of the State of New York.

**O. INDEMNITY:** With respect to, arising from, or in connection with this agreement, or from manufacture, maintenance, repair or use of any Equipment, Customer agrees to indemnify and hold harmless EBP and its officers, directors, agents, representatives, and employees from and against any and all claims, liabilities, damages, demands, cost and expenses of every kind and nature (including reasonable attorney's fees) arising from any injury or damage to any person, property, or business, excluding, however, any of the foregoing resulting solely from the gross negligence or misconduct of EBP or its agents, representatives or employees.

**P. METER READINGS:** Customer agrees to provide EBP with remote access to the equipment for accurate meter readings. If remote access is not available, the Customer shall provide accurate meter readings based on the billing term on the front of this Agreement. If accurate meter readings are not provided, or if remote access is not available, EBP reserves the right to estimate the meter reading from previous meter readings. Customer agrees and consents that EBP may obtain meter readings via remote access and grants EBP the right to do so.

**Q. RENEWAL/TERMINATION:** Unless otherwise indicated, this is an annual Agreement that may not be terminated. This Agreement will renew yearly after the initial period unless cancelled by Customer in writing, no less than thirty (30) days prior to renewal date. Said automatic renewal is to provide uninterrupted coverage to Customer. This Agreement shall automatically renew at the then current rates in effect. During the term of this Agreement the charges may be increased to reflect increases in the cost of fuel, supplies, parts, tariffs, labor or any other third-party charge. This agreement is subject to acceptance by EBP and will remain in force until cancelled as stated above. EBP reserves the right to cancel this contract at its discretion upon five (5) days written notice.

**R. ASSIGNMENT:** This contract is for the sole benefit of the Customer whose name appears on the front hereof and cannot be assigned by the customer to any further owners of the covered Equipment without the express written consent of EBP. EBP may assign this Agreement to its successor or assigns with Notice to Customer.

**S. CONFIDENTIALITY CLAUSE:** EBP recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients (such information hereinafter referred to collectively as "Customer Information") from improper use or disclosure. EBP agrees to use its best efforts to treat Customer Information on a confidential basis. EBP agrees not to disclose any Customer Information to any person, firm or corporation that does not have a need to know said information.

# ELECTRONIC BUSINESS PRODUCTS

Authorized dealer

XANTÉ RICOHLANIER efi PHSI

HP Duplo ESP Office of Law OBJECTIF LUNE



Created By: **CLIFTON PARK SUPERS OFFICE** | Phone: 5187865180 | Email: ghoffis@ebp-inc.com

## Your Configured RICOH IM 7000



### Your Chosen Options

- IM 7000
- Finisher SR4150

\*Note: The image is a photo realistic illustration of your selected configuration.

### DIMENSIONS

WIDTH	DEPTH	HEIGHT
<b>53.04in</b>	<b>34.76in</b>	<b>45.71in</b>
(1,347mm)	(883mm)	(1,161mm)

Actual dimensions may vary. These are approximate only.

### POWER CONSUMPTION (MAIN UNIT)

120V, 60Hz, 20A (Requires dedicated 20A outlet)

Additional power requirements may apply.

Please read each option's description copy to see if additional power sources are needed.

## Main Unit

Item/Description

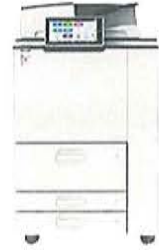
Item #

Thumbnail

### IM 7000

- Output Speed (Letter): 70-ppm
- Recommended Monthly Volume: 25,000 impressions/month
- Maximum Monthly Volume: 150,000 impressions/month
- Power Requirements: 120V, 60Hz, 20A (Requires dedicated 20A outlet)
- Weight: 441 lbs. (200 kg)
- Dimensions include SPDF:
- W x D x H (inches): 27.17 x 34.76 x 45.71
- W x D x H (mm): 690.118 x 882.904 x 1161.034

418775



## Finishing Options

External

Item/Description

Item #

Thumbnail

### Finisher SR4150

This 3,000-sheet Finisher is ideal for offices that produce collated and stapled sets of documents. It offers 65-sheet, multi-position stapling, mixed sized stapling, optional hole punching and shift-sort collating.

Weight: 83.8 lbs. (38 kg)

W x D x H (inches): 25.87 x 28.74 x 38.58

W x D x H (mm): 657.098 x 729.996 x 979.932

Note:

Finisher SR4150 cannot be installed with Copy Tray Type 9002, Booklet Finisher SR4160 or any related options.

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