

TOWN OF CLIFTON PARK

TOWN BOARD MEETING

April 15, 2024

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



I. Call to Order/7:00 P. M. – Wood Room, Town Hall

II. Pledge to Flag

III. Roll Call

IV. Approval of Town Board Minutes

V. Communications/Announcements

VI. Business

- **Presentation by Dr. Oliver Robinson- Shenendehowa Central School District 2024-2025 School Budget vote**
- **7:05pm: Public hearing on proposed Eastside Drive/Rt. 146A Water Project**
- **7:08pm: Public hearing on proposed amendment to Town Code Chapter 73 to add an Article IV-Residential Property, to authorize enforcement of Owner or Leaseholder rights against Squatters on their property**
- **Resolutions for Consideration**
- **Other Business**

VII. Open Public Privilege

NOTE:

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

VIII. Adjournment

Resolutions for Consideration
Clifton Park Town Board Meeting
April 15, 2024

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Buildings & Grounds	Authorize rental of thirty-one (31) portable light towers from United Rentals for use on July 4 th	P. Barrett
2. Buildings & Grounds	Authorize rental of eight (8) electronic sign boards from Donnelly Construction for July 4 th	P. Barrett
3. Buildings & Grounds	Authorize rental of thirty-nine (39) golf carts from Satch Sales for use on July 4 th	P. Barrett
4. Buildings & Grounds	Award a bid for preventative maintenance of HVAC in Town-owned buildings to Postler & Jaeckle Corp.	P. Barrett
5. Buildings & Grounds	Authorize the Supervisor to sign an agreement with Collar City Auctions for sale of surplus equipment	P. Barrett
6. Buildings & Grounds	Authorize hiring of seasonal labor for 2024	P. Barrett
7. Comptroller	Authorize budget transfers for calendar year 2023	P. Barrett
8. Town Board	Appoint Fred Halley to be a Citizen at Large to the Clifton Park Citizen Corps Council – Disaster and Emergency Preparedness	P. Barrett
9. Town Board	Appoint Lenny Casper as a member of the Emergency Services Advisory Board (ESAB)	P. Barrett
10. Town Board	Authorize payment of Evolution Construction Services for paving services not included in the 284 Agreement approved for 2023	P. Barrett
11. Town Board	Authorize allocation of \$1,000,000 as an additional investment in road paving for 2024	P. Barrett

12. Town Board	Proclaim Saturday, April 27, 2024 as Arbor Day in Clifton Park	P. Barrett
13. Highway	Authorize the purchase of two (2) plow trucks from Henderson Products, Inc. under Sourcewell Contract #080818-HPI	D. Bull
14. Highway	Authorize the purchase of a 721G Case Front End Loader from Monroe Tractor	D. Bull
15. Parks & Recreation	Authorize the permanent appointments of Megan Babendreier and Michael Woerner as Recreation Leader and Director of Parks and Recreation, respectively	L. Walowit & A. Reid
16. Parks & Recreation	Authorize the issuance of an alcohol permit to Tim Ward of Dig Deep for a gathering at Veterans Park on August 31, 2024 from 11:30am-6:30pm	L. Walowit & A. Reid
17. Parks & Recreation	Authorize the hiring of lifeguards and summer camp staff for the 2024 season	L. Walowit & A. Reid
18. Parks & Recreation	Authorize the installation of a fence around the newly constructed Adventure Challenge Course at Collins Park	L. Walowit & A. Reid
19. Sewer	Declare surplus equipment and authorize online auction	P. Barrett
20. Assessor	Authorize the renewal of existing term easements for properties noted in the attached list	P. Barrett
21. Planning	Bond Resolution- Eastside Drive/Rt. 146A Water Project	P. Barrett
22. Planning	Authorize Rt 146 Sidewalks Project Right-of-Way (ROW) temporary easements just compensation extension	P. Barrett

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING REGARDING A PROJECT
TO DESIGN AND CONSTRUCT PUBLIC IMPROVEMENTS FOR THE DISTRIBUTION OF
WATER TO PROPERTIES ON EASTSIDE DRIVE AND SCHAUBER ROAD

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on Monday, April 15, 2024, at 7:05 p.m. in the Wood Memorial Meeting Room in the Town Hall, located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York, regarding a project to design and construct public improvements for the purpose of distributing public water to properties along Eastside Drive and Schauber Road in Ballston Lake, Clifton Park.

The Town Board intends to pursue funding opportunities through Grant Applications with various agencies within the State of New York in order to assist affected residents with the costs of the project, and has retained Prime Engineers which has prepared Engineering reports and cost estimates for the provision of such infrastructure as will be necessary for properties to be benefitted by the project, which report is dated August 2023 and is on file with the Town Clerk and available for public inspection during normal business hours.

The boundaries of the proposed project area generally encompasses properties along the Eastside Drive and Schauber Road, as outlined in the Engineering Report and map on file with the Town Clerk. said properties will be connected into the sewer collection system that serves the Town of Ballston Sewer District on the west side of Ballston Lake, and are more particularly described in the map, plan and report on file in the office of the Town Clerk.

Based on the Engineering report, the estimated maximum amount to be expended for the Improvements including design, and construction \$3,370,000 for the improvements to be constructed.

The proposed method of financing the cost of the Improvements consists of the issuance of serial bonds and bond anticipation notes to mature in annual installments, payable in the first instance from assessments levied on benefited real property in the project area, pursuant to a special District to be established pursuant to Article 12 of the New York State Town Law.

The cost project consists of debt service, to the typical property within the project area is estimated to be \$2227.28 per year.

NOW, THEREFORE, PLEASE TAKE NOTICE that the Town Board will hold a public hearing to hear all persons interested in the planned project to bring public water to properties along Eastside Drive and Schauber Road shall be held in the Wood Memorial Room, One Town Hall Plaza, in the Town of Clifton Park on April 15, 2024, at 7:05 P.M.

Teresa Brobston, Clifton Park Town Clerk

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING REGARDING
PROPOSED AMENDMENT TO CHAPTER 73 OF THE TOWN CODE REGARDING
UNAUTHORIZED OCCUPANTS

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on April 15, 2024 at 7:08 p.m. in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York to consider amending Chapter 73 of the Town's Code relative to providing homeowners with legal protection against unauthorized occupants of homes and other residential property within the Town.

The proposed legislation would provide local code enforcement and law enforcement with authority to investigate and remove unauthorized occupants/squatters from entering or remaining on within residential dwelling units is posted at cliftonpark.org , Town Clerk Bulletin Board and available for review in the Town Clerk's office during normal business hours.

Teresa Brobston
Town Clerk

Chapter 73

Article IV- Residential Property

73-30 A. Legislative Intent

Findings and determinations.

The Town Board finds and determines that the right to exclude unauthorized persons from the occupancy of Residential Real Property is a substantive and critical component of the right of quiet enjoyment inherent in the ownership of such property. The Board further finds that the government, protection, order, conduct, safety, health and well-being of persons and property therein requires that adequate and efficient remedies are available to the owners of such real property within the Town to ensure the enforcement of such property rights. The legislative intent of the following provisions is to provide local code enforcement as well as law enforcement with procedures to investigate and to provide a remedy to owners of real property within the Town and to protect such owners against unauthorized occupants of residential property within the Town to the maximum extent authorized by Municipal Home Rule Law § 10 (12).

73-30 B.

1. A person who takes up occupancy in an uninhabited or vacant dwelling and such occupancy is without permission and consent of the owner of the dwelling or an authorized representative of the owner shall be deemed to unlawfully occupy the dwelling.
2. A person is presumed to know that their occupancy of the dwelling is without the permission and consent of the owner unless the person provides a written and notarized lease agreement signed by the owner or the owner's authorized representative and includes the current address and telephone number of the owner or the owner's authorized representative.
3. In the event that a person unlawfully occupies the dwelling without the owner's permission and consent such person shall not be deemed to be a tenant and shall be deemed to be a squatter who is trespassing on such property.
4. In the event that a person unlawfully occupies the dwelling without the owner's permission and consent, the rightful owner of such dwelling may execute an affidavit, a copy of which is annexed hereto, attesting to the fact that they are the owner of the dwelling in question; that they have not given any person their permission and consent to occupy or damage the dwelling; that they authorize law enforcement to remove such person or persons occupying the dwelling from said dwelling and/or arrest such person or persons; and that they will hold harmless and indemnify the law enforcement agency and the municipality by which they are employed in the event that a claim is made based upon any misrepresentation in such affidavit or the affiant's failure to give written notice to the law enforcement agency of any changes or amendments to the status of the subject property or any amendments to the representations made in the affidavit.

5. Upon receipt of the aforementioned affidavit, the Sheriff's Office or other law enforcement agency shall verify that the affiant is the record owner of the dwelling in question. If ownership is verified, the Sheriff or other law enforcement agency shall remove the person or persons from the dwelling which such person or persons are unlawfully occupying.
6. Penalties for offenses; enforcement

- A. Specific penalties

Any person occupying a dwelling in violation of this chapter shall, upon conviction, be punished as follows:

- (a) Upon a first conviction, by a civil penalty of not less than \$250 and not more than \$500.

- (b) Upon a second conviction, by a civil penalty of not less than \$500 and not more than \$1,000.

- (c) Upon a third or subsequent conviction, by a civil penalty of not less than \$1,000 and not more than \$1,500.

- (d) Any penalties provided for in N.Y.S. Town Law Sec. 135.

- B. The continuation of a violation on each successive day shall constitute a separate offense, and the person or persons allowing or permitting the continuation of the violations may be punished as provided for herein for each separate offense.

- C. An action or proceeding in the name of the Town of Clifton Park may be commenced in any court of competent jurisdiction to compel compliance with or restrain by injunction the provisions of this chapter.

- D. This chapter shall be enforced by the Director of Building and Development, Building Inspectors, and Code Enforcement Officers, and by referrals to local law enforcement agencies.

Trespass Affidavit

1. That I am over the age of eighteen years.
2. That I am the owner/authorized representative/leaseholder of premises located at _____.
3. That the premises are described as _____.
4. That I have not given my permission and consent for anyone to occupy the premises.
5. That I have not entered into a lease agreement or other agreement with anyone to occupy these premises.
6. That I have not given my permission and consent for anyone to occupy the premises as a tenant.
7. That anyone occupying the premises is occupying the premises unlawfully and is a trespasser.
8. That the Saratoga County Sheriff's Office is authorized to enter the premises located at _____ and to enforce this trespass affidavit against anyone occupying the premises and to investigate, remove, arrest and prosecute anyone occupying the premises.
9. That any action taken by the Saratoga County Sheriff's Office, it's officers, employees, or agents to enforce this trespass affidavit, whether enforcement is effectuated in my presence or outside of my presence, is action taken based upon the representations made herein.
10. That I agree to hold harmless and indemnify the Saratoga County Sheriff's Office and the County of Saratoga and their officers, employees, and/or agents in the event that a claim is made alleging that anyone illegally occupying these premises is investigated, arrested, and/or prosecuted due to any misrepresentations in this trespass affidavit and/or my failure to give written notice of any changes or amendments to the status of the premises or any changes or amendments to the representations made herein. This indemnification shall include any loss, damages or claims related to any misrepresentations in this trespass affidavit and/or my failure to give written notice of any changes or amendments to the status of the premises or any changes or amendments to the representations made herein.
11. That I waive any and all claims against the Saratoga County Sheriff's Office and the County of Saratoga and their officers, employees, and/or agents and I assume full responsibility for any physical or financial damage to my property or any physical, mental, or emotional injury that I may suffer as a result of the enforcement of this trespass affidavit regardless of how such loss or injury may occur and regardless of any fault, even if such loss or injury is caused by the negligence or other fault of the Saratoga County Sheriff's Office and the County of Saratoga and their officers, employees, and/or agents.
12. This trespass affidavit shall remain in effect for one (1) year from the date of my executing this trespass affidavit.

I affirm this ___ day of _____, _____, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the above statements are true, and I understand that this document may be filed in an action or proceeding in a court of law.

RESOLUTION

#1

Resolution No. _____ of 2024, a resolution authorizing the rental of thirty-one (31) portable light towers from United Rentals for the July 4th celebration at Clifton Common.

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

WHEREAS, quotes were requested by Dan Clemens, Director of Buildings, Parks and Recreation , for portable light tower rentals for the July 4th celebration at Clifton Common, and

WHEREAS United Rentals, Albany, NY submitted the lowest conforming quote at a cost not to exceed \$5,452, which includes round-trip delivery of the light towers, and

WHEREAS, Mr. Clemens has recommended the light towers be rented from United Rentals for lighting paths and intersections for egress after the Town's July 4th events, now, therefore, be it

RESOLVED, that the Supervisor is authorized to sign an agreement with United Rentals for the rental of thirty-one (31) portable light towers for the 2024 July 4th celebration at Clifton Common, and be it further

RESOLVED that the Comptroller is authorized to pay \$5,542 for the rental and round-trip delivery of these thirty-one (31) portable light towers from account A-7550-52 (General Fund-Festivals-July 4th Fest).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, February 27, 2024 2:02 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead
Subject: New Resolution Request #657

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
Sponsor: P. Barrett
Agenda Session Date: 04/01/2024 ✓
Board Meeting Date: 04/15/2024 ✓
Alternate Date: 05/06/2024
Budget Number: A-7550-52
Budget Description: General Fund - special events - July 4th
Amount: 5,452.00
Brief Description: Rental of (31) portable light towers from United Rentals for use on the 4th of July
Add Supporting Docs:
[21e27a0de400b563 light towers for J4 2024 res packet 2.27.24.pdf](#)
Additional Comments/Details: used to light paths and intersections for egress after fireworks
Agree to Terms: Agree

[unsubscribe](#)

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: February 21, 2024

Description: Rental of (31) light towers for July 4th

Vendor #1: Finke Equipment - \$7,660.00

Vendor #2: United Rentals - \$5,451.24 ✕

Vendor #3: Herc Rentals - \$6,850.00

Vendor #4: Sunbelt Rentals - no reply

Vendor #5: Donnelly Construction Inc. - does not rent light towers

Vendor #6:

Comments:

Decision: United Rentals - \$5,451.24

BRANCH 10N
 5 FRITZ BLVD
 ALBANY NY 12205-4950
 518-869-5335
 518-869-0588 FAX

RENTAL RESERVATION

230499378

Job Site

CLIFTON COMMONS BLUE BUILDING
 16 CLIFTON COMMON BLVD
 CLIFTON PARK NY 12065-3634

Office: 518-371-6651 Job: 518-371-6651

TOWN OF CLIFTON PARK
 1 TOWN HALL PLZ
 CLIFTON PARK NY 12065-3610

Customer #	: 769732
Reserved Date	: 02/20/24
Scheduled Out	: 07/04/24 05:00 PM
Estimated In	: 07/05/24 05:00 PM
UR Job Loc	: 16 CLIFTON COMMON BL
UR Job #	: 24
Customer Job ID:	
P.O. #	: TBD
Ordered By	: REGAN CARDONA
Written By	: STEPHANIE MASSACONI
Salesperson	: STEPHANIE MASSACONI

**This is not an invoice
 Please do not pay from this document**

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
31	3204001	LIGHT TOWER, 4-7KW VERT MAST RATES ARE BASED ON SINGLE SHIFT OPERATIONS UNLESS OTHERWISE STATED. SINGLE SHIFT= 8HRS/DAY, 40HRS/WEEK, 160HRS/4 WEEKS DOUBLE SHIFT= 16HRS/DAY, 80HRS/WEEK, 320HRS/4 WEEKS TRIPLE SHIFT IS UNLIMITED **DOUBLE SHIFT IS 1.5 X SINGLE RATE** **TRIPLE SHIFT IS 2 X SINGLE RATE**		125.00	305.00	668.00	3,875.00
1	2311200	FORKLIFT WHSE 5000# GAS/LP		235.00	667.00	1,416.00	235.00
						Rental Subtotal:	4,110.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price		Unit of Measure		Extended Amt.
1	DELIVERY CHARGE		670.620		EACH		670.62
1	PICKUP CHARGE		670.620		EACH		670.62
						Sales/Misc Subtotal:	1,341.24
						Agreement Subtotal:	5,451.24
						Estimated Total:	5,451.24

COMMENTS/NOTES:

CONTACT: KIERAN LYNCH
 CELL#: 518-888-4779
 ***THE DELIVERY AND PICK UP IS BASED ON
 THREE TRUCK LOADS***

DELIVERY SCHEDULED FOR 7/03/24 @ 24:00 PM.

** Light towers + fork lifts
 Need to be refueled
 or there will be
 additional charges*

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

QUOTE



R.A. No. 55733279

Page 1 of 1

BRANCH: 150	BILL TO CUSTOMER: 3092597	SHIPPING ADDRESS
HERC HARRISBURG 470 PENHAR ROAD HARRISBURG, PA 17111 717-561-2245	TOWN OF CLIFTON PARK HIGHWAY 639 CLIFTON PARK CENTER ROAD CLIFTON PARK, NY 12065	TOWN OF CLIFTON PARK HIGHWAY 639 CLIFTON PARK CENTER ROAD CLIFTON PARK, NY 12065 518-371-7310

DESCRIPTION/CHARGES

EST START: 7/01/24 7:00 EST RETURN: 7/06/24 14:31 DROP DATE: _____
 SHIPPED BY: ORDERED BY: TROMBLEE,REGAN DROP TIME: _____
 ORDER DATE: 2/16/24 SALESPERSON: 207 SALES COORDINATOR: JERRY CRAMER

PO# / JOB#: PENDING / Rates subject to availability

Herc Rentals offers peace of mind when you purchase Rental Protection Plan ("RPP") at the start of your rental. This optional program limits your responsibility when accidental damage or theft occurs on covered equipment. You will be charged the RPP fee if you choose to purchase RPP or until you provide an acceptable certificate of insurance. View the benefits, details, and exclusions to RPP by visiting our website at <https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html> or contact your Herc Rentals servicing location for more information.

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount
31	LIGHT TOWER MAN MAST 23FT LED TRAIL 120V 5101084	8/	150.00	25.00	150.00	400.00	800.00	12400.00
8	MESSAGE BOARD VERTICAL FULL-SIZE MATRIX 6601070	8/	250.00	41.67	250.00	888.00	1239.00	7104.00
DELIVERY CHARGE								2200.00
PICKUP CHARGE								2200.00
Taxable Sub-total:						23904.00		
						Sub-total:		23904.00
						Tax:		1434.24
						Total:		25338.24

*Light Towers
Per day
\$4,650. (8150 x 31)
+ 1,100 del'y
+ 1,100. pick up
\$6,850.*

CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")

RENTAL PROTECTION PLAN. Customer must either show proof of Property Insurance as required in Section 8 on reverse side hereof or purchase Rental Protection Plan ("RPP"). Herc Rentals Inc. or its affiliate ("Herc") may offer RPP for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage to such Equipment for such loss or damage. RPP is not offered on all types of Equipment. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR, ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE. Upon accepting RPP, Customer agrees to pay an RPP fee. Customer must review the RPP Terms and Conditions posted on Herc's website at <https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html> before deciding whether to accept RPP. If Herc offers RPP to Customer for certain Equipment and Customer accepts RPP and pays Herc the RPP fee, in return for the RPP fee, if at the time of the claim, RPP covers such repair or replacement, Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE PROPERTY INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN PROPERTY INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF PASSENGER MOTOR VEHICLES AND CERTAIN OTHER EQUIPMENT LISTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <https://www.hercrentals.com/services/associated-charges.html>. Customer agrees to pay, in addition to all rental charges, all fees and charges set forth above and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) transportation service surcharges; (v) repairs and replacement per this contract; (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys; (viii) rehelling service charges; (ix) fines for use of dyed diesel fuel in on road Equipment; (x) preventative maintenance charges; (xi) emissions and environmental surcharges and fees; (xii) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME. PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (I) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (II) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES.

CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Quote Valid For 30 Days From Order Date

Customer Name _____ Title _____
 Customer Signature _____ Date _____

Terms are due upon receipt Not valid without Barcode



For GREAT DEALS on USED EQUIPMENT - visit us on-line at HercRentals.com

No Reply as of 2/21

Regan, Tromblee

From: James Bonaparte <James.Bonaparte@sunbeltrentals.com>
Sent: Wednesday, February 14, 2024 8:14 AM
To: Regan, Tromblee
Cc: Vitaliy Kotovich
Subject: RE: Quote for Light Towers

Regan,

I run our flooring division now, Vitaliy is your rep from us now, and will send you a quote.

Thanks,

Jim Bonaparte
Branch Manager | Flooring Solutions | PC 1656
859 1st st Watervliet, NY 12189
Sunbelt Rentals Inc.
518-258-8565 - C
518-242-4095 - O
Making it happen for our customers!



From: Regan, Tromblee <rtromblee@cliftonpark.org>
Sent: Wednesday, February 14, 2024 8:07 AM
To: James Bonaparte <James.Bonaparte@sunbeltrentals.com>
Subject: Quote for Light Towers

Hi James,

I am looking to get a quote on the rental of 31 light towers for our July 4th celebration. Please send me a price by next Wednesday, February 21st, if you're interested in quoting.

Thank you,

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

FINKE EQUIPMENT

513-262-9831

Contact Name:	REGAN
Company:	TOWN OF CLIFTON PARK
Address:	
City, ST, Zip:	
Telephone:	
FAX:	

DATE: _____

BY: Kyle Finke

Quantity	Description	Daily	Weekly	Monthly
1	LIGHT TOWER	\$100.00	\$225.00	\$500.00
	TRANSPORT IS BILLED AT \$190/HR PORTAL TO PORTAL			
	ESTIMATED 4 TRUCKS AT 3 HRS/PIECE 1 WAY			
	DELIVERY ESTIMATE: \$2280 PLUS TAX			
	PICKUP ESTIMATE; \$2280 PLUS TAX			
	\$3,100			
	2,280			
	2,280			
	\$7,660.			
	Tax not included in above pricing			

*pricing is good for 30 days

Accepted by:

Signature/Date



Regan, Tromblee

From: Kyle Finke <kfinke@finkeequipment.com>
Sent: Wednesday, February 21, 2024 2:50 PM
To: Regan, Tromblee
Cc: Dan Clemens
Subject: RE: Rental of Light Towers
Attachments: CLIFTON PARK LIGHT TOWERS 2024.pdf

Attached is the quote you requested. The trucking figures are only ESTIMATES so please plan accordingly. The towers will come full a fuel and need to be returned full of fuel. We charge \$4.25/gal for diesel fuel refill here at the shop.

Our driver can unload but he needs a machine to unload the high flat trailer. If you leave a machine our driver can handle the unloading.

Kyle Finke

Robert H. Finke & Sons, Inc.
1569 Route 9W | Selkirk, NY | 12158
Ph: 518-767-9331 | Fax: 518-767-2446
Email: kfinke@finkeequipment.com
<http://www.finkeequipment.com>

From: Regan, Tromblee <rtromblee@cliftonpark.org>
Sent: Wednesday, February 21, 2024 2:07 PM
To: Kyle Finke <kfinke@finkeequipment.com>
Cc: Dan Clemens <DClemens@cliftonpark.org>
Subject: Rental of Light Towers

Hi Kyle,

Could you please give me a price for the rental of 31 light towers for our 4th of July celebration? We would need them delivered before Thursday, July 4th and they can be picked up on Friday the 5th. Please include all applicable fees...delivery charge and pick up charges, etc. Are the towers required to be fueled before they're picked up? If yes, please include an approximate per gallon fuel charge. We do have the equipment to unload but we are generally very busy that week. Can the driver unload when he arrives?

Thank you,

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

RESOLUTION

#2

Resolution No. _____ of 2024, a resolution authorizing the rental of eight (8) electronic message boards from Donnelly Construction, Inc. for the 2024 July 4th celebration at Clifton Common.

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

WHEREAS, quotes were requested by Dan Clemens, Director of Buildings, Parks and Recreation, for electronic message boards for the July 4th celebration at Clifton Common, and

WHEREAS Donnelly Construction, Mechanicville, NY submitted the lowest conforming quote at a cost not to exceed \$5,600, which includes round-trip delivery of the message boards, and

WHEREAS, Mr. Clemens has recommended the message boards be rented from Donnelly Construction, Inc, to be used in various locations throughout Town for traffic and safety messaging regarding the Town's July 4th events, now, therefore, be it

RESOLVED, that the Supervisor is authorized to sign an agreement with Donnelly Construction, Inc., for the rental of eight (8) electronic message boards for the 2024 July 4th celebration at Clifton Common, and be it further

RESOLVED that the Comptroller is authorized to pay \$5,600 for the rental and round-trip delivery of these eight (8) message boards from account A-7550-52 (General Fund-Festivals-July 4th Fest).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, February 27, 2024 2:06 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead
Subject: New Resolution Request #658

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

Sponsor: P. Barrett

Agenda Session Date: 04/01/2024 ✓

Board Meeting Date: 04/15/2024 ✓

Alternate Date: 05/06/2024

Budget Number: A-7550-52

Budget Description: General Fund - special events - July 4th

Amount: 5,600.00

Brief Description: rental of (8) electronic sign boards from Donnelly Construction for the 4th of July event

Add Supporting Docs:

[ee5a0b15dda99b81 Message boards for J4 2024 res packet 2.27.24.pdf](#)

Additional Comments/Details: these signs are used in various locations on the 4th of July for traffic and safety messaging

Agree to Terms: Agree

[unsubscribe](#)

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: February 21, 2024

Description: Rental of (8) electronic message boards for July 4th

Vendor #1: Donnelly Construction Inc.- \$5,600.00 *

Vendor #2: United Rentals - \$8,262.24

Vendor #3: Herc Rentals - \$9,304.00

Vendor #4:

Vendor #5:

Vendor #6:

Comments:

Decision: Donnelly Construction Inc. - \$5,600.00



PO Box 150 Mechanicville, NY 12118
 Phone: 518-664-9435 Fax: 518-664-1601
 Federal ID# 14-1771716

Quotation

#2449

Date: 2/14/2024
 Submitted By: HATALSKY
 Job #: 2449
 DOT #:
 PO Number:

Customer:

TOWN OF CLIFTON PARK
 1 TOWN HALL PLAZA
 CLIFTON PARK NY 12065
 Regan, Tromblee 518-371-6651 x251
 rtromblee@cliftonpark.org

Project:

VMS Boards July 4th

Item #	Description	Qty/UOM	Price	Amount	Txbl
Pick Up Charge	Pick Up Charge 8 VMS Boards	1 LS	\$800.00	\$800.00	<input type="checkbox"/>
Delivery	Delivery 8 VMS Boards	1 LS	\$800.00	\$800.00	<input type="checkbox"/>
PVM	Portable Variable Mess. Boards	8 Week	\$500.00	\$4,000.00	<input type="checkbox"/>

NOTES:

SUBTOTAL: \$5,600.00
Estimated Tax: \$0.00
TOTAL: \$5,600.00

TERMS AND CONDITIONS

Notes:

- A. RENTAL PRICE IS FOR PICK-UP/DROP-OFF AT DCI YARD, MECHANICVILLE, UNLESS OTHERWISE STATED.
- B. RENTAL CUSTOMER RESPONSIBLE FOR TIRES WHILE ON RENT.
- C. RENTAL CUSTOMER RESPONSIBLE FOR COLD WEATHER FUEL TREATMENT TAKING ACTION TO PREVENT COMMON COLD WEATHER "NON STARTING" CONDITIONS WHILE ON RENT.
- D. A CERTIFICATE OF INSURANCE MUST BE ON FILE WITH DCI PRIOR TO ANY RENTAL.
- E. RENTAL CUSTOMER RESPONSIBLE FOR TOLLS VIOLATIONS WHILE ON RENT.
- F. RENT WILL CONTINUE UNTIL EQUIPMENT IS CALLED OFF OR RETURNED TO DCI YARD DURING NORMAL BUSINESS HOURS

BRANCH 10N
 5 FRITZ BLVD
 ALBANY NY 12205-4950
 518-869-5335
 518-869-0588 FAX

230499731

Job Site
 CLIFTON COMMONS BLUE BUILDING
 16 CLIFTON COMMON BLVD
 CLIFTON PARK NY 12065-3634
Office: 518-371-6651 **Job:** 518-371-6651

Customer # : 769732
 Quote Date : 02/20/24
 Estimated Out : 07/02/24 09:00 AM
 Estimated In : 07/09/24 09:00 AM
 UR Job Loc : 16 CLIFTON COMMON BL
 UR Job # : 24
 Customer Job ID:
 P.O. # : TBD
 Ordered By : REGAN CARDONA
 Written By : STEPHANIE MASSACONI
 Salesperson : STEPHANIE MASSACONI

TOWN OF CLIFTON PARK
 1 TOWN HALL PLZ
 CLIFTON PARK NY 12065-3610

**This is not an invoice
 Please do not pay from this document**

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	2311200	FORKLIFT WHSE 5000# GAS/LP FORKLIFT SET UP FOR GAS ONLY		235.00	657.00	1,416.00	657.00
8	5512055	MESSAGE BOARD SOLAR		332.00	783.00	1,399.00	6,264.00
						Rental Subtotal:	6,921.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price		Unit of Measure		Extended Amt.
1	DELIVERY CHARGE		670.620		EACH		670.62
1	PICKUP CHARGE		670.620		EACH		670.62
						Sales/Misc Subtotal:	1,341.24
						Agreement Subtotal:	8,262.24
						Estimated Total:	8,262.24

COMMENTS/NOTES:
 CONTACT: KIERAN LYNCH
 CELL#: 518-888-4779
 ***DELIVERY AND PICK UP IS BASED ON
 THREE TRUCK LOADS***

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

QUOTE



R.A. No. 55733279

Page 1 of 1

BRANCH: 150	BILL TO CUSTOMER: 3092597	SHIPPING ADDRESS
HERC HARRISBURG 470 PENHAR ROAD HARRISBURG, PA 17111 717-561-2245	TOWN OF CLIFTON PARK HIGHWAY 639 CLIFTON PARK CENTER ROAD CLIFTON PARK, NY 12065	TOWN OF CLIFTON PARK HIGHWAY 639 CLIFTON PARK CENTER ROAD CLIFTON PARK, NY 12065 518-371-7310

DESCRIPTION/CHARGES

EST START: 7/01/24 7:00 EST RETURN: 7/06/24 14:31 DROP DATE: _____
 SHIPPED BY: _____ ORDERED BY: TROMBLEE,REGAN DROP TIME: _____
 ORDER DATE: 2/16/24 SALESPERSON: 207 SALES COORDINATOR: JERRY CRAMER

PO# / JOB#: PENDING

Rates subject to availability

Herc Rentals offers peace of mind when you purchase Rental Protection Plan ("RPP") at the start of your rental. This optional program limits your responsibility when accidental damage or theft occurs on covered equipment. You will be charged the RPP fee if you choose to purchase RPP or until you provide an acceptable certificate of insurance. View the benefits, details, and exclusions to RPP by visiting our website at <https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html> or contact your Herc Rentals servicing location for more information.

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount
31	LIGHT TOWER MAN MAST 23FT LED TRAIL 120V 5101084	8/	150.00	25.00	150.00	400.00	800.00	12400.00
8	MESSAGE BOARD VERTICAL FULL-SIZE MATRIX 6601070	8/	250.00	41.67	250.00	888.00	1239.00	7104.00
	DELIVERY CHARGE							2200.00
	PICKUP CHARGE							2200.00
	Taxable Sub-total:		23904.00					
						Sub-total:		23904.00
						Tax:		1434.24
						Total:		25338.24

*\$ 7,104.
1,100. deliv
1,100. pick up
\$9,304.00*

CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")

RENTAL PROTECTION PLAN. Customer must either show proof of Property Insurance as required in Section 8 on reverse side hereof or purchase Rental Protection Plan ("RPP"). Herc Rentals Inc. or its affiliate ("Herc") may offer RPP for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage to such Equipment for such loss or damage. RPP is not offered on all types of Equipment. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR, ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE. Upon accepting RPP, Customer agrees to pay an RPP fee. Customer must review the RPP Terms and Conditions posted on Herc's website at <https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html> before deciding whether to accept RPP. If Herc offers RPP to Customer for certain Equipment and Customer accepts RPP and pays Herc the RPP fee, in return for the RPP fee, if at the time of the claim, RPP covers such repair or replacement. Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE PROPERTY INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN PROPERTY INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF PASSENGER MOTOR VEHICLES AND CERTAIN OTHER EQUIPMENT LISTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <https://www.hercrentals.com/services/associated-charges.html>. Customer agrees to pay, in addition to all rental charges, all fees and charges set forth above and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) transportation service surcharges; (v) repairs and replacement per this contract; (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys; (viii) refueling service charges; (ix) fees for use of dyed diesel fuel in on road Equipment; (x) preventative maintenance charges; (xi) emissions and environmental surcharges and fees; (xii) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME. PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (A) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (B) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES. CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Quote Valid For 30 Days From Order Date

Terms are due upon receipt Not valid without Barcode

Customer Name _____

Title _____

Customer Signature _____

Date _____

For GREAT DEALS on USED EQUIPMENT - visit us on-line at HercRentals.com



RESOLUTION

#3

Resolution No. _____ of 2024, a resolution authorizing the rental of thirty-nine (39) golf carts from Satch Sales for the July 4th celebration at Clifton Common.

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

WHEREAS, quotes were requested by Dan Clemens, Director of Buildings, Parks and Recreation, for golf cart rentals for the July 4th celebration at Clifton Common, and

WHEREAS Satch Sales, 63 Broadway, Menands, NY submitted the only conforming quote at a cost not to exceed \$6,320, which includes round-trip delivery of the golf carts, and

WHEREAS, Dan Clemens has recommended the golf carts be rented from Satch Sales for communication, coordination and security at the Town's 4th of July events; now, therefore, be it

RESOLVED, that the Supervisor is authorized to sign an agreement with Satch Sales for the rental of thirty-nine (39) golf carts for the 2024 July 4th celebration at Clifton Common; and be it further

RESOLVED that the Comptroller is authorized to pay \$6,320 for the rental and round-trip delivery of these thirty-nine (39) golf carts from account A-7550-52 (General Fund-Festivals-July 4th Fest)

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, February 27, 2024 2:10 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead
Subject: New Resolution Request #659

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

Sponsor: P. Barrett

Agenda Session Date: 04/01/2024 ✓

Board Meeting Date: 04/15/2024 ✓

Alternate Date: 05/06/2024

Budget Number: A-7550-52

Budget Description: General Fund - special events - July 4th

Amount: 6,320.00

Brief Description: Rental of (39) golf carts from Satch sales for use during the 4th of July event

Add Supporting Docs:

[c23b2b4ae2d9cd Golf carts for J4 2024 res packet 2.27.24.pdf](#)

Additional Comments/Details: multiple types of golf carts rented from regular 2-seater to special use EMT carts to be used by B&G, security, law enforcement and officials

Agree to Terms: Agree

[unsubscribe](#)

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: February 21, 2024

Description: Rental of 39 total golf cars for July 4th

Vendor #1: Satch Sales - \$6,320.00 *

Vendor #2: Herc Rentals - theirs are already reserved for July 4th

Vendor #3: 5 Star Golf Cart - no reply

Vendor #4:

Vendor #5:

Vendor #6:

**Comments: (13) regular - (11) 4-passenger - (3) 6-passenger
(10) carryalls - (2) EMT**

Decision: Satch Sales - \$6,320.00



Satch Sales

Mobile Solutions
Since 1970

63 Broadway, Menands, NY 12204
518-426-5002 or 1-800-834-1464
FAX 518-426-5146



2/14/24 DATE QUOTE _____ ORDER

CUSTOMER: Town of Clifton Park

ADDRESS: _____

PHONE: 518 371 6651 x 251 FAX: _____

ATTENTION/CONTACT: Regan Troubleee

QUANTITY	DESCRIPTION	PRICE EACH	EXTENDED PRICE
13	golf cars	100/day/car	\$1300.00
11	4 passenger	130/day/car	1430.00
3	6 passenger	240/day/car	720.00
10	Cartballs	215/day/car	2150.00
2	EMT	175/day/car	370.00
	all Gas		
	7/4/24		
2-3	Round trip deliveries total	\$350.00	\$350.00
			\$6320.00

SPECIAL CONSIDERATIONS: _____

PURCHASE ORDER #: _____

TAX EXEMPT #: _____

ACCOUNT MGR: [Signature] DATE: 2/14/24

ORDER CONFIRMATION: SIGNATURE _____
NAME _____
TITLE _____
DATE _____

Regan, Tromblee

From: Todd, Lori <Lori.Todd@hercrentals.com>
Sent: Tuesday, February 20, 2024 9:35 AM
To: Regan, Tromblee; Guarino, Ian
Subject: RE: Quote for Rental of Light Towers
Attachments: Town Clifton Park & Recreations July 4th Celebration quote.pdf

Hi Regan,

Hope your office is warm today ☺

Attached is the quote for the light towers & message boards. Due to the amount needed, we sourced this equipment out of our Harrisburg Branch. Unfortunately, we could not accommodate the golf carts due to being the holiday weekend, they are already on reserve.

If you and Dan have any questions, please let me know,

Thank you for this quoting opportunity,

Lori

Lori Todd
Territory Sales Representative
Herc Rentals Inc. | 3 Avis Drive, Latham NY 12110
P 518-783-4598 | C 518-918-9027
Lori.Todd@HercRentals.com | HercRentals.com



From: Regan, Tromblee <rtromblee@cliftonpark.org>
Sent: Wednesday, February 14, 2024 9:57 AM
To: Todd, Lori <Lori.Todd@hercrentals.com>; Guarino, Ian <Ian.Guarino@hercrentals.com>
Subject: [EXTERNAL] RE: Quote for Rental of Light Towers

CAUTION: This email originated from outside of Herc Rentals. If this email is unusual or unexpected, do not click any links or open any attachments until you contact the sender (not by email) and confirm the content is safe.

Great! Thank you.

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

RESOLUTION

#4

Resolution No. ___ of 2024, a resolution awarding the bid for the preventive maintenance for Town-owned buildings and facilities pursuant to General Municipal Law Section 103.

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

WHEREAS, Daniel Clemens, Director of Building, Parks and Recreation, advertised for bids for a preventive maintenance service agreement for all Town-owned Buildings, across all systems and for all makes and models of HVAC systems in use by the Town, and

WHEREAS, bids were opened on March 14, 2024, and

WHEREAS, Postler & Jaeckle Corp., 91 Krey Blvd. Rensselaer, NY, submitted the low bid of \$16,430 annually for a three-year term, in response to the bid documents, and

WHEREAS, Mr. Clemens recommends that the contract be awarded to Postler & Jaeckle Corp. as low bidder; now, therefore, be it

RESOLVED, that the bid for the HVAC contract for the preventive maintenance of the HVAC systems in all Town-owned Buildings and facilities be awarded to Postler & Jaeckle Corp., 91 Krey Blvd. Rensselaer, NY, on the basis of their bid, in an amount not to exceed \$49,290 for the term of the contract; and be it further

RESOLVED, that the Supervisor is authorized to execute a contract with Postler & Jaeckle Corp. consistent with the bid documents, for a term of up to three years; and be it further

RESOLVED, that the accounts on the attached Schedule A be charged based on the allocation; and be it further

RESOLVED, that the succeeding years, if continued, shall have the appropriate funds included in each subsequent years' budget.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, March 20, 2024 12:30 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead
Subject: New Resolution Request #694

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
Sponsor: P. Barrett
Agenda Session Date: 04/01/2024 ✓
Board Meeting Date: 04/15/2024 ✓
Alternate Date: 05/06/2024
Budget Number: see schedule A
Budget Description: See Schedule A
Amount: 16,439 per year
Brief Description: Accept the bid from Postler & Jaeckle Corp. for a 3-year HVAC maintenance agreement for town buildings.
Add Supporting Docs:
[f7d29f4f4da48e08 HVAC maint bid res packet part 1 3.18.24.pdf](#)
[f942cdd7ac78d030 HVAC maint bid res packet part 2 3.18.24.pdf](#)
[e8d75f0579c81569 HVAC schedule A 3.20.24.pdf](#)

Additional Comments/Details: P&J is our current contract holder, that expires in April
Agree to Terms: Agree

[unsubscribe](#)

SCHEDULE A

<u>FACILITY</u>	<u>BUDGET</u>	<u>PER YEAR</u>
TOWN HALL	A-01620-00024	\$4,170.00
B&G SHOP	A-07110-00024	\$1,196.00
HIGHWAY COMPLEX	A-05132-00024	\$1,394.00
BLUE BUILDING	A-07112-00024	\$114.00
GREENHOUSE	A-07112-00024	\$114.00
475 VF ROAD	A-07110-00024	\$356.00
SENIOR CENTER	A-01624-00024	\$1,360.00
ARENA	A-07112-00024	\$2,022.00
SOCCER	A-07112-00024	\$356.00
PUBLIC SAFETY	A-01621-00024	\$1,868.00
SEWER SHOP	G7-08111-00024	\$700.00
LOCUST CLUBHOUSE	A-01625-00024	\$470.00
5 LOCUST	A-07110-00024	\$356.00
GROOMS TAVERN	A-01627-00024	\$1,102.00
TRANSFER STATION	A-08160-00024	\$114.00
BURNING BUSH CLUBHOUSE	A-01626-00024	\$738.00

**HVAC PREVENTATIVE MAINTENANCE AGREEMENT
BID 3/14/24 @ 2PM**

COMPANY NAME	TOTAL LUMP SUM BID AMOUNT
Carrier Corp.	\$50,113 per year
P & J Corp.	\$16,430 per year

*

TOWN OF CLIFTON PARK
SARATOGA COUNTY
STATE OF NEW YORK

NOTICE TO BIDDERS
HVAC PREVENTATIVE MAINTENANCE FOR MULTIPLE BUILDINGS

The Town of Clifton Park, through the Buildings & Grounds Department, is currently seeking sealed bids from qualified and certified entities for a HVAC preventative maintenance agreement for multiple buildings owned by the Town of Clifton Park. Specifications can be obtained on cliftonpark.org/Departments/Town Clerk/Bids or by emailing Town Clerk Teresa Brobston at tbrobston@cliftonpark.org or available for pick-up from the Office of the Town Clerk, One Town Hall Plaza, Clifton Park, NY 12065, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday. Please refer any questions to the Buildings and Grounds Department at 518-371-6651 ext. 248. Bids will be received no later than **2:00 p.m. on Thursday, March 14, 2024**, at the Clifton Park Town Clerk's Office, One Town Hall Plaza, Clifton Park, NY 12065, at which place and time bids will be publicly opened and read.

Teresa Brobston
Clifton Park Town Clerk



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 bids from qualified and certified entities for a HVAC Preventative Maintenance Agreement for multiple buildings owned by The Town of Clifton Park New York.

The agreement shall be for **Three (3)** years. The term is from April 1, 2024, through March 31, 2027 with the option to extend (1) year upon mutual agreement.

The agreement shall include, but not limited to:

Operating inspection of each piece of equipment twice a year.

Preventative Maintenance of each piece of equipment at least twice a year or according to manufacturer's recommendation.

Annual cleaning of any and all AC and Chiller coils

Change any and all air filters four times a year

24/7 Emergency Service policy with hourly labor rate and any trip or travel charges

Equipment to be maintained in the agreement includes but not limited to:

Multiple sizes and brands of unit heaters located in multiple locations.

Multiple roof top units on several buildings

Fan Coil Units throughout the Town Hall building

Two air handlers

One cooling tower

One ice rink chiller

One air cooled chiller

Several circulator pumps located in multiple buildings

Multiple AC condensing units in several locations

Multiple gas fired hot water heaters in multiple locations

Multiple gas fired furnaces in multiple locations.

The equipment brands are multiple, some of which are: Reznor, Modine, Carrier, Lennox, York, Weil-McLain, BAC, Bell & Gossett, Dayton, Taco and others.

Due to the wide variety, amount and many locations of the equipment, a mandatory pre-bid walk through meeting and inspection will be held on Friday March 8, 2024, at 9 AM starting at the Town Hall building, in the Wood Memorial Meeting Room. Plan on half a day and driving from site to site.

Sealed bids must be received at the Town Clerk's Office at One Town Hall Plaza, Clifton Park, NY, 12065, by 2:00 PM on Thursday March 14, 2024, at which time bids will be opened. Please identify your bid as "HVAC maintenance agreement".

Please use attached bid form

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

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

Bid documents are available at cliftonpark.org – departments – town clerk's office – bulletin Board or by emailing Town Clerk Teresa Brobston at tbrobston@cliftonpark.org or available for pick-up in the Town Clerk's Office. If necessary, Addendums will be posted on the Town website, same location.

The Town of Clifton Park reserves the right to require a performance bond of 5% of the bid price.

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



Town of Clifton Park

Buildings & Grounds

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

BID FORM

Date: _____

Company Name: _____

Bid Name: _____

TOTAL LUMP SUM BID FOR ALL EQUIPMENT PER YEAR _____

Please include breakdown per location on a separate sheet.

Name/Title: _____

Signature: _____

HVAC INVENTORY

TOWN HALL: 1 Boiler
1 AHU
1 Chiller
1 Roof Top Unit
1 Split A/C Unit
37 Fan Coil Units – 29 wall units, 8 ceiling units
2 circulator pumps

B&G SHOP 2 TH PLAZA: 1 Furnace
3 Unit Heaters
1 AC unit

HIGHWAY COMPLEX:

MAIN GARAGE: 5 Unit heaters
1 Furnace
2 Roof Top Units

MECHANICS: 2 Unit Heaters

BLUE BUILDING: 1 Unit Heater

GREENHOUSE: 1 Unit Heater

475 VF Road: 1 Furnace

CP SENIOR CENTER: 2 Boilers
2 AC Units
2 Air Handlers
1 Gas water heater
6+ Circulator pumps

ICE ARENA: 2 Boilers
2 Gas water heaters
4-5 Circulator pumps
1 Ice rink chiller

1 Cooling tower
4 -6 Radiant Unit heaters over bleachers

SOCCER: 1 Furnace
1 Unit heater

PUBLIC SAFETY: 7 Roof top units

SEWER SHOP: 1 Furnace
1 Unit heater
1 AC unit

LOCUST CLUBHOUSE: 2 Furnaces

5 LOCUST-PALACE: 1 Furnace

GROOMS TAVERN: 1 Boiler
1 Air handler
4 Radiators
1 Furnace

TRANSFER STATION: 2 Unit heaters

B.BUSH CLUBHOUSE: 4 Furnaces
3 AC units

HVAC PREVENTATIVE MAINTENANCE MANDATORY PRE-BID MARCH 8, 2024

NAME

COMPANY

MIKE WADE

CARRIER

Jake Hodson

R+J



Town of Clifton Park
Buildings & Grounds

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

BID FORM

Date: March 14, 2024

Company Name: Postler & Jaeckle Corp.

Bid Name: HVAC Preventative Maintenance Agreement

TOTAL LUMP SUM BID FOR ALL EQUIPMENT PER YEAR \$ 16,430.00 *

Please include breakdown per location on a separate sheet.

Name/Title: Bart Callahan - Service Manager

Signature: Bart Callahan

**TOWN OF CLIFTON PARK - POSTLER & JAECKLE
BID PRICING PER SITE**

SITE	PRICE
TOWN HALL	\$4,170.00
B&G SHOP 2 TH PLAZA	\$1,196.00
HIGHWAY COMPLEX	\$1,394.00
BLUE BUILDING	\$114.00
GREENHOUSE	\$114.00
475 VISHER FERRY ROAD	\$356.00
SENIOR CENTER	\$1,360.00
ICE ARENA	\$2,022.00
SOCCER	\$356.00
PUBLIC SAFETY	\$1,868.00
SEWER SHOP	\$700.00
LOCUST CLUBHOUSE	\$470.00
5 LOCUST PLACE	\$356.00
GROOMS TAVERN	\$1,102.00
TRANSFER STATION	\$114.00
BURNING BUSH CLUBHOUSE	\$738.00
TOTAL PER YEAR	\$16,430.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2023

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

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

PRODUCER Brown & Brown of New York, Inc. 45 East Avenue Rochester NY 14604	CONTACT NAME: Chad Powley PHONE (A/C, No, Ext): (585) 232-4424 FAX (A/C, No): E-MAIL ADDRESS: Chad.Powley@bbrown.com																					
INSURED Postler & Jaeckle Corp 615 South Avenue Rochester NY 14620	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 70%;">INSURER A: Zurich American Insurance Company</td> <td colspan="2" style="text-align: center;">16535</td> </tr> <tr> <td>INSURER B: Pennsylvania Manufacturers Indemnity Company</td> <td colspan="2" style="text-align: center;">41424</td> </tr> <tr> <td>INSURER C: American Zurich Insurance Company</td> <td colspan="2" style="text-align: center;">40142</td> </tr> <tr> <td>INSURER D:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F:</td> <td colspan="2"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Zurich American Insurance Company	16535		INSURER B: Pennsylvania Manufacturers Indemnity Company	41424		INSURER C: American Zurich Insurance Company	40142		INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 23-24 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	GLO0381488	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP0381489	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6023019214776	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0381487	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Liability			AEC 5681886-05	07/01/2023	07/01/2024	Each Occurrence \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)
 Town of Clifton Park is included as additional insured.

CERTIFICATE HOLDER Town of Clifton Park One Town Hall Plaza Clifton Park NY 12065	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>Postler & Jaeckle Corp 615 South Avenue Rochester, NY 14620</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p>(585)546-7450</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p> <p>16-0874552</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Town of Clifton Park One Town Hall Plaza Clifton Park NY 12065</p>	<p>3a. Name of Insurance Carrier</p> <p>American Zurich Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>WC0381487</p> <p>3c. Policy effective period</p> <p style="text-align: center;">07/01/2023 to 07/01/2024</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**


This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Laura Drager
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  January 2, 2024
(Signature) (Date)

Title: Commercial Lines Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (585) 232-4424

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.



Workers' Compensation Board

**CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only) Postler & Jaeckle Corp 615 South Avenue Rochester, NY 14620</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured (585) 546-7450</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 16-0874552</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Town of Clifton Park One Town Hall Plaza Clifton Park NY 12065</p>	<p>3a. Name of Insurance Carrier Lincoln Life & Annuity Company of New York</p> <p>3b. Policy Number of Entity Listed in box "1a" 000010230489</p> <p>3c. Policy effective period: <u>06/27/2017</u> to <u>12/31/2024</u></p>

4. Policy provides the following benefits:
 A. Both disability and paid family leave benefits.
 B. Disability benefits only.
 C. Paid family leave benefits only.

5. Policy covers:
 A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
 B. Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 01/02/2024 By Paul Martin
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 800-423-2765 Name and Title Paul Martin VP, Group Claims

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box 4C or 5B of Part 1 has been checked)

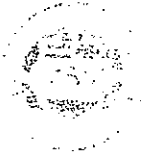
**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Town of Clifton Park
Buildings & Grounds

BID FORM

Date: March 14, 2024

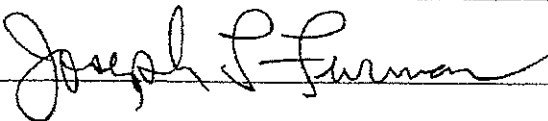
Company Name: Carrier Corporation

Bid Name: HVAC Maintenance Agreement

TOTAL LUMP SUM BID FOR ALL EQUIPMENT PER YEAR \$50,113.00

Please include breakdown per location on a separate sheet.

Name/Title: Joseph L. Furman, Area Sales Manager

Signature: 



March 14, 2024

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

Attn: Office of the Town Clerk

Subject: HVAC Maintenance Agreement

Per the scope of the published RFQ, Carrier respectfully lists below the cost separation per building summed in its entirety for the total amount on the bid form.

Please note, Carrier offers the bid pricing as a whole package, rather than a per building. If it is the intent of the Town of Clifton Park to award buildings separately, Carrier has the right to review and accept any offering less than the entire bid package.

	<u>Building</u>	<u>Annual Cost</u>	
1	Town Hall	\$16,496.00	
2	B&G Shop 2 TH Plaza	\$2,140.00	
3	Highway Complex	\$4,785.00	
4	Blue Building	\$425.00	
5	Greenhouse	\$425.00	
6	475 VF Road	\$651.00	
7	CP Senior Center	\$3,456.00	
8	Ice Arena	\$4,307.00	
9	Soccer	\$1,303.00	
10	Public Safety	\$7,605.00	
11	Sewer Shop	\$1,728.00	
12	Locust Clubhouse	\$1,329.00	
13	5 Locust Palace	\$1,289.00	
14	Grooms Tavern	\$1,728.00	

5 Hemlock Street
Latham, NY 12110
T: 518.220.2044

15	Transfer Station		\$638.00	
16	B. Bush Clubhouse		\$1,808.00	
	Annual Sum		\$50,113.00	

The quoted price is for labor and materials. The quoted price does not include any sales, excise, use or similar taxes. Taxes will be billed extra except when supplied with a tax exemption certificate.

In all other respects, this quotation shall be subject to the terms and conditions as outlined on this letter or attached Addendum 1 and are in lieu of any terms that may appear on any purchase order issued.

Price quoted herein shall be firm for a period of 30 days from the date hereof.

Thank you for the opportunity to be of service. If you have any questions, please do not hesitate to call me at 518/928-0295.

Regards,

Mark McLaughlin
Service Sales Representative
Commercial Systems & Services
Mark.mclaughlin@carrier.com

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE - EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternate method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties collectively "Force Majeure Events". Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to water, elevators, receiving dock facilities, electrical service and land telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely annual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the

equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to, duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an "equipment condition" report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services that are not included herein or upon initial inspection and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS - Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable devices shall become a fixture of the Customer location. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform, (iii) improving product performance, operation, reliability, and maintainability, (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement, (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data - shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform - shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and its suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, de-compile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

- 18. LIMITATION OF LIABILITY** - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.
- 19. CANCELLATION** - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.
- 20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE** - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.
- 21. CARRIER TERMINATION** - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.
- 22. CLAIMS** - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.
- 23. GOVERNMENT PROCUREMENTS** - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards ("CAS"). In addition, no procurement regulation, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.
- 24. HAZARDOUS MATERIALS** - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, pesticides or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.
- 25. WASTE DISPOSAL** - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.
- 26. SUPERSEDE, ASSIGNMENT and MODIFICATION** - This Agreement contains the complete and exclusive statement of the agreement between the parties and supercedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT, THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.
- 27. CUSTOMER CONSENT** - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.
- 28. FOR WORK BEING PERFORMED IN CALIFORNIA** - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.
- 29. INTELLECTUAL PROPERTY** - Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.
- 30. DATA PRIVACY** - Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: <https://www.carrier.com/commercial/en-us/legal/privacy-policy>. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.
- 31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS** - The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties. Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations, including without limitation, all applicable laws and regulations prohibiting corruption.
- 32. CHANGE ORDER; ADDITIONAL WORK; PRICE ADJUSTMENTS** - Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases to material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts on market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity PPI (33344) HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.
- 33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only)** - Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.
- 34. ANTI-DISCRIMINATION POLICY** - The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link: https://www.carrier.com/commercial/en-us/media/carrier-anti-discrimination-harassment-policy-02192017_rev109349.pdf.
- 35. EQUIPMENT RENTALS** - If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions - Rental, available at <https://www.carrier.com/rentals/en-us/rental-equipment/rental-terms>, shall apply to the rental equipment.
- 36. STATE CONTRACTOR LICENSE NUMBERS** - A list of Carrier's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: <https://www.carrier.com/commercial/en-us/service-contractor-licenses>.
- 37. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY** - If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions available at <https://www.carrier.com/commercial/en-us/legal/additional-terms>, which are incorporated herein, shall apply.

RESOLUTION

#5

Resolution No. _____ of 2024, a resolution authorizing the Town Supervisor to sign an agreement with Collar City Auctions to sell Town equipment declared as surplus.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks and Recreation, has requested that Collar City Auctions, Delanson, NY, be used for auctioning Town equipment that has been declared as surplus, and

WHEREAS, the Town Board wishes to authorize an agreement for surplus equipment auction services with Collar City Auctions; now, therefore, be it

RESOLVED, that the Supervisor is authorized to sign the attached agreement with Collar City Auctions, Delanson, NY, for Town surplus equipment auction services.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, March 20, 2024 1:51 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; Walter Smead
Subject: New Resolution Request #695

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

Department: Building & Grounds

Your Name: daniel Clemens

Your Email: dclemens@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 04/01/2024 ✓

Board Meeting Date: 04/15/2024 ✓

Alternate Date: 05/06/2024

Budget Number: N/A

Budget Description: N/A

Amount: N/A

Brief Description: Authorize the Supervisor to sign an agreement with Collar City Auctions for sale of surplus equipment.

Add Supporting Docs:

[4215c662ca7eb93c Collar City Auctions agreement 3.20.24.pdf](#)

Additional Comments/Details: none

Agree to Terms: Agree

[unsubscribe](#)

ONLINE AUCTION CONTRACT - AGREEMENT FOR SALE OF GOVERNMENT ASSETS BY ONLINE AUCTION

This Agreement made on _____, between Town of Clifton Park, One Town Hall Plaza, Clifton Park NY 12065, All Departments called "Seller", and Collar City Auctions, Inc, 9423 Western Turnpike, Delanson, NY 12053, hereafter called "Auctioneer":

- 1.) TERM: The terms and prices of this contract shall remain in effect for one year after the agreement is executed, based on the needs of the Seller, and may be extended by mutual agreement in three-year increments with written consent of both parties. It is understood by the parties that this Agreement is exclusive.
- 2.) SERVICES:
 - a.) The Auctioneer hereby agrees to use professional skills, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale. All auction items will be sold "As is", Where-is", subject to terms that shall be mutually agreed upon. The Auction is to be held online at www.collarcityauctions.com, beginning and closing on mutually agreed dates and times.
 - b.) It is agreed that all merchandise to be auctioned pursuant to resolution of the Clifton Park Town Board be sold "as-is", "where-is", without warranty or guarantee express, implied, or otherwise. All sales are final upon acceptance of the bid by the Auctioneer. Payment shall be made upon acceptance of the bid.
 - c.) Purchasers will be required to pay an eighteen percent buyer's premium for all equipment to be added to the successful high bid prices, which will constitute the Auctioneer's compensation for these services. The Auctioneer shall travel to the seller's site, take all photographs, assign lot numbers, collect descriptions, signed titles and authorization to sell forms, schedule and handle onsite inspections, oversee post auction transfer to all buyers, collect all monies, including sales tax. The Auctioneer shall also collect and retain a four percent administrative fee that shall be paid by the purchaser in addition to bid(s) price(s) for all credit and debit card purchases. Credit card purchases shall be limited to five thousand dollars. Any single buyer that accrues in excess of five thousand dollars in combined purchases, shall be required to make full payment to the Auctioneer via cash, wire-transfer or official bank check drawn on an FDIC Insured Financial Institution. The purchaser shall be required to pay the Auctioneer a wire transfer fee. The four percent fee shall be forgiven when cash, wire transfer or official bank check payment is received by the Purchaser(s).
 - d.) The Auctioneer will conduct auction(s) at no expense cost to the Seller, the Auctioneer takes photos and descriptions of the merchandise, and relieves the Seller from any obligation to provide this information to Auctioneer. The Auctioneer reserves the right to combine low-value merchandise into larger online auction lots as necessary, based on past experience with such items. The Seller shall supply a listing of what is to be included in all auctions prior to the Auctioneer's staff arriving at the site.
 - e.) The Auctioneer will mail a check to the Seller for all proceeds collected within fifteen (15) business days after the auction along with a detailed accounting of all lots sold and/or unsold. The report shall contain the lot number and high bid received. In the event of a bidder(s) refusal or failure to pay for their invoiced item(s), the Auctioneer will offer the unsold merchandise to the backup bidder, and the renegeing bidder will be banned from all future auctions. If the backup bidder does accept the merchandise for the backup bid price, then the merchandise will revert back to possession of the seller, after a reasonable time has been allowed for the backup bidder to make payment to the Auctioneer. At the request of the Seller, any unsold merchandise can be re-listed in a future online auction at no cost to the Seller and under the terms contained herein.

3. SELLER OBLIGATIONS:

- a. The Seller agrees to provide Titles, Keys, and all other Proof of Ownership to the Auctioneer and/or Customers who provide proof and a paid invoice from Collar City Auctions, Inc. Collar City staff shall release the purchased items once the Auctioneer has received full payment for the goods provided by the Seller to be sold at auction.
- b. The Seller agrees to provide merchantable title (with no liens or encumbrances) for motor vehicles.

4. The Seller agrees not to sell listed merchandise before the term of the online auction is complete, under any circumstances.

5. **ASSIGNMENT:** It is agreed that the Auctioneer shall not assign, transfer, convey, or otherwise dispose of this contract or the Auctioneer's responsibility to perform under this contract or the Auctioneer's right, title or interest in and/or to the same, nor any payment thereof, nor to any monies which are or will become due and payable to the Auctioneer thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the Seller.

6. **INDEPENDENT CONTRACTOR:** The Parties agree that the Auctioneer is engaged as an independent contractor to the Seller. Nothing contained in this agreement will be construed to create the relationship of employer and employee, principal and agent, partnership, joint venture, or any other fiduciary relationship. The Auctioneer is not, shall not, and has no authority to act as an agent or representative of the Seller. The Auctioneer shall make no claim for, nor shall be entitled to, Workers' Compensation coverage, medical and unemployment benefits, Social Security, or retirement membership benefits from the town. The Auctioneer further agrees that the Seller shall not be liable for any payroll deductions, including but not limited to, U.S. Social Security taxes, Federal and/or State withholding taxes. The Auctioneer agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals including obligations such as payment of quarterly taxes, social security, disability, and other contributions based on the fees paid to the Auctioneer under this Agreement. Auctioneer agrees to indemnify and hold the Seller harmless to the extent that they become obligated to pay any of the above taxes or incurs any similar liabilities.

7. **HOLD HARMLESS:** To the extent caused by the Auctioneer, the Auctioneer shall indemnify, and hold harmless the Seller, its affiliates, agents, officers, directors, and employees from any and all claims, liability, demands, losses arising out of injury to persons, including death, any causes of action, damages, lawsuits judgments, and any claim based on any statute, law, ordinance, code, or regulation arising out of, relating to, or sustained in connection with the Auctioneer's provision of services under this Agreement. Auctioneer agrees to accept exclusive responsibility and liability for complying with all applicable state and federal laws, and all codes, regulations, statutes, and ordinances governing self-employed individuals including, without limitation, obligations regarding payment of quarterly taxes, social security, disability, and any other contributions based on the fees paid to the Auctioneer under this Agreement. Auctioneer agrees to reimburse, indemnify, defend, and hold harmless the Seller to the extent that the Seller becomes obligated to pay any of the above taxes, contributions, or payments, or to the extent the Seller incurs any similar liabilities.

8. **LIABILITY:** The Seller shall not be liable to the Auctioneer for any special, indirect, incidental, punitive, or consequential damages arising from or related to this Agreement, including bodily injury, death, loss of revenue, or profits or other benefits, and claims by any third party, even if the Auctioneer has been advised of the possibility of such damages. The foregoing limitation applies to all causes of action in the aggregate, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, and any and all other torts.

9. **INSURANCE:** The Auctioneer agrees to obtain and maintain Workers Compensation and General Liability Insurance including Comprehensive Form, Premises-Operations and Broad Form Contractual with minimum limits of \$1,000,000.00 per incident.

The required insurance policies must be endorsed to include the Town as an additional insured. The Certificate of Insurance Holder shall be:

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

Also, these policies must include the provision that the issuing company(s) will notify the Certificate of Insurance Holder by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation, or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall also notify the Certificate of Insurance Holder thirty days prior to the renewal of the policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Town.

10. **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Auctioneer covenants and agrees to comply in all respects with all Federal, State, and Town laws, rules, regulations, and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages, and human rights.
11. **LICENSES AND PERMITS:** The Auctioneer hereby agrees that the Auctioneer will obtain at his own expense those licenses or permits for the work performed under this contract that are applicable to the Auctioneer, if any are necessary, prior to the commencement of work.
12. **APPROPRIATIONS:** It is understood by and between the parties hereto that this agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by the Seller beyond monies appropriated and available for the purpose thereof. In no instance will the Seller be obligated to make payments that are not appropriated and budgeted. Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by the Seller or are otherwise unavailable to the Seller for payment.
13. **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the Seller and the Auctioneer and supersedes all prior negotiations, representations, or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the Seller and the Auctioneer.
14. **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
15. **CONFLICT:** In the event of any conflict between this Agreement and any other document the terms of this Agreement shall prevail.
16. **WAIVER:** A failure or delay in exercising any right, power, or privilege in respect of this agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power, or privilege.

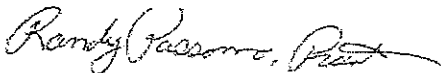
17. VENUES AND DISPUTES: The exclusive means of disposing of any dispute arising under the agreement shall be decided in a New York State Court of competent jurisdiction located within the State of New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Auctioneer shall proceed diligently with performing the terms of this agreement. The Auctioneer waives any dispute or claim not made in writing and received by the Town within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.
18. APPLICABLE LAW: This Agreement shall be governed by the laws of the State of New York.
19. NON-DISCRIMINATION: In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Auctioneer agrees that neither it nor its Town-approved sub-Auctioneers shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, familial status, marital status or domestic violence victim status, to refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation in terms, conditions or privileges of employment or make any inquiry into prospective employment which expresses, indirectly or directly any limitation specification or discrimination based on the foregoing characteristics.

Town of Clifton Park, NY

Seller's Authorizing Signature

Printed Name and Title

Collar City Auctions, Inc.



Auctioneer Authorizing Signature

Randy Passonno, President

Printed Name and Title

RESOLUTION

#6

Resolution No. _____ of 2024 a resolution authorizing the hiring of 2024 seasonal help for the Buildings and Grounds Department.

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

WHEREAS, openings exist for seasonal help in the Buildings and Grounds Department;
and

WHEREAS, Daniel Clemens, Director of Buildings, Parks and Recreation, has recommended that the individuals listed as seasonal hires for the Buildings and Grounds Department on the attached Schedule A-2, be hired to fill the positions; now therefore, be it

RESOLVED, that the individuals detailed on the attached Schedule A-2 be hired as 2024 seasonal workers for the Buildings and Grounds Department, at the pay rates noted, effective immediately, to be budgeted as recorded on Schedule A-2.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, March 26, 2024 8:31 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 Pagniello; Teresa Brobston; Walter Smead
Subject: New Employee Resolution Request #706

A new employee 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

Sponsor: P. Barrett

Agenda Session Date: 04/01/2024 ✓

Board Meeting Date: 04/15/2024 ✓

Alternate Date: 05/06/2024

Budget Number: various - see attached

Budget Description: various - see attached

Amount: various - see attached

Brief Description: Authorize the hiring of seasonal employees for the Buildings & Department for the 2024 season, effective immediately.

Add Supporting Docs:

[1eb615c4a3ae5bab_2024_Seasonal_Employees_Schedule_A-2_3.26.24.pdf](#)

Additional Comments/Details: Christopher Sokol was hired for theseason in a previous resolution, just changing his pay rate to be consistent.

Agree to Terms: Agree

[unsubscribe](#)



Town of Clifton Park

Buildings & Grounds

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

SCHEDULE A-2

2024 SEASONAL EMPLOYEES

Duane Nichols Pool Mechanic	\$35.00 per hour	A-7150-E4600 A-7151-E4600 A-7152-E4600
Kathleen Bogucki B&G gardens	\$19.00 per hour	A-7110-E4000
Riley Trudell B&G Gardens (20 hrs.) Golf Course (20 hrs.)	\$17.00 per hour	A-7110-E4000 A-7190-E4000
Dave Healy Golf Course	\$19.00 per hour	A-7190-E4000
Christopher Sokol Transfer Station	\$18.00 per hour*	A-8160-E4000

*Change from resolution #50 – increase 50 cents/hour

RESOLUTION

#7

Resolution No _____ of 2024, a resolution authorizing budget transfers for calendar year 2023 as specified in Schedules A-1, A-2 and A-3.

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

WHEREAS, the Comptroller has recommended that certain budget adjustments contained in the attached Schedules A-1, A-2 and A-3 be made to address the needs of all funds as well as other miscellaneous expenditures as set forth in the three (3) Schedules; now, therefore, be it

RESOLVED, that the budget transfers specified in the attached Schedules A-1, A-2 and A-3 be adopted per the Comptroller's recommendations.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, March 12, 2024 10:56 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 Pagniello; Teresa Brobston; Walter Smead
Subject: New Resolution Request #684

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
Sponsor: P. Barrett
Agenda Session Date: 03/18/2024 ✓
Board Meeting Date: 04/15/2024 ✓
Alternate Date: 04/15/2024
Budget Number: Multiple
Budget Description: Budget Transfers per spreadsheet
Amount: tbd
Brief Description: Authorize budget transfers for year end reconciliation - transfers to be determined prior to April 15, 2024
Add Supporting Docs:
Additional Comments/Details: None
Agree to Terms: Agree

[unsubscribe](#)

Schedule A - 1

Town of Clifton Park
2023 Budget Changes
General Fund

Account	Description	Expenditures		Revenues	
		Increase	Decrease	Increase	Decrease
A-01110-00009	Municipal Court - Leases & Rentals	686.00			
A-01110-E0049	Municipal Court - C Woodard	1,842.00			
A-01110-00001	Municipal Court - Travel & Conferences		1,174.00		
A-01110-00007	Municipal Court - Dues & Subscriptions		700.00		
A-01220-00015	Supervisor - Other Contractual	3,000.00			
A-01320-00015	Auditor - Other Contractual	2,950.00			
A-01320-00019	Auditor - Auditing Expense		2,950.00		
A-01355-E0201	Assessor - K Miller	684.00			
A-01355-00045	Assessor - Other Program Expense		684.00		
A-01410-00025	Legal Office - Other Legal Fees	3,521.00			
A-01410-00015	Legal Office - Other Contractual		2,190.00		
A-01410-00007	Legal Office - Dues & Subscriptions		745.00		
A-01440-00135	Engineering - Engineering	7,185.00			
A-01620-00004	Town Hall Operations - Computer	19,115.00			
A-01620-00001	Town Hall Operations - Travel & Conferences		975.00		
A-01620-00011	Town Hall Operations - Water	533.00			
A-01620-00022	Town Hall Operations - Vehicle	225.00			
A-01620-E0976	Town Hall Operations - P Lamboy	200.00			
A-01620-E4000	Town Hall Operations - Part Time Employee		1,590.00		
A-01621-00023	Public Safety Building - Cleaning		8,800.00		
A-01624-00013	Senior Building - Refuse	50.00			
A-01624-00024	Senior Building - General Maintenance	256.00			
A-01624-00011	Senior Building - Water		306.00		
A-01625-00005	Locust Lane Clubhouse - Utilities		2,900.00		
A-01625-00024	Locust Lane Clubhouse - General Maintenance	1,210.00			
A-01627-00004	Grooms Tavern - Computer	100.00			
A-01627-00024	Grooms Tavern - General Maintenance		2,000.00		
A-03010-00006	Safety Officer - Office Supplies	80.00			
A-03010-00015	Safety Officer - Other Contractual		80.00		
A-03120-00001	Law Enforcement - Travel & Conferences	50.00			
A-03120-00006	Law Enforcement - Office Supplies	204.00			
A-03120-00074	Law Enforcement - Overtime		10,000.00		
A-03120-00200	Law Enforcement - Equipment	9,421.00			
A-03120-E0405	Law Enforcement - S Simmons	4,009.00			
A-03120-E0746	Law Enforcement - B Richards	2,098.00			
A-03120-E0747	Law Enforcement - P Culkin	1,881.00			
A-03120-E4010	Law Enforcement - Part Time Security Officers	9,180.00			
A-03120-E4030	Law Enforcement - Part Time Court Officers		9,591.00		
A-03310-00215	Traffic Safety - Traffic Safety	2,046.00			
A-03510-00006	Animal Control - Office Supplies	229.00			
A-03510-00008	Animal Control - Printing	53.00			
A-03510-00015	Animal Control - Other Contractual	62.00			
A-03510-00022	Animal Control - Vehicle Expense	75.00			
A-03510-00200	Animal Control - Equipment	5,438.00			
A-03510-E0635	Animal Control - V Hanna	227.00			
A-03510-E4000	Animal Control - Part Time Employees	11,047.00			
A-03620-00022	Building & Development - Vehicle Expense	650.00			
A-03620-00074	Building & Development - Overtime		8,000.00		
A-03620-E0043	Building & Development - R Boni	20.00			
A-03620-E0059	Building & Development - C Shuhart	1,021.00			
A-03620-E0152	Building & Development - B Spiegel	7,143.00			
A-03620-E0294	Building & Development - J Coulombe	1,955.00			
A-03620-E0614	Building & Development - S Chase	6,183.00			
A-03620-E0999	Building & Development - R Adams	32,382.00			

Schedule A - 1

Town of Clifton Park
2023 Budget Changes
General Fund

Account	Description	Expenditures		Revenues	
		Increase	Decrease	Increase	Decrease
A-03620-E4000	Building & Development - Part Time Employee	1,856.00			
A-03620-E6044	Building & Development - D Mabb	20.00			
A-03620-E6231	Building & Development - T Brousseau	57.00			
A-05010-00001	Highway Administrative - Travel & Conferences	1,950.00			
A-05010-00003	Highway Administrative - Copier	176.00			
A-05010-00002	Highway Administrative - Telephone		246.00		
A-05010-00006	Highway Administrative - Office Supplies		400.00		
A-05010-00007	Highway Administrative - Dues & Subscriptions		200.00		
A-05010-00008	Highway Administrative - Printing	147.00			
A-05010-00023	Highway Administrative - Cleaning	37.00			
A-05010-00024	Highway Administrative - General Maintenance	1,447.00			
A-05010-00200	Highway Administrative - Equipment		2,500.00		
A-05010-E0047	Highway Administrative - H Schultz		2,000.00		
A-05132-00004	Highway Garage - Computer	564.00			
A-05132-00005	Highway Garage - Utilities		2,900.00		
A-06772-00012	Senior Support - Fuel		563.00		
A-06772-00022	Senior Support - Vehicle Expense	563.00			
A-06772-E0075	Senior Support - B Bolten	166.00			
A-06772-E2250	Senior Support - Substitute Senior Van Driver	573.00			
A-06772-E4000	Senior Support - Part Time Employee		1,900.00		
A-06773-00086	Senior Center - Food	1,660.00			
A-06773-E4000	Senior Center - Part Time Employee	2,902.00			
A-06773-E6045	Senior Center - Z DiRenzo	282.00			
A-06773-00008	Senior Center - Printing		6,700.00		
A-07021-00074	Parks & Recreation Admin - Overtime		2,000.00		
A-07021-E0229	Parks & Recreation Admin - D Fraser	3,081.00			
A-07021-E0462	Parks & Recreation Admin - L Hughes	4,350.00			
A-07021-00200	Parks & Recreation Admin - Equipment		850.00		
A-07026-00024	Soccer Fields @ Longkill - General Maintenance	120.00			
A-07027-00005	MJR Dog Park - Utilities		500.00		
A-07027-00024	MJR Dog Park - General Maintenance		360.00		
A-07027-00200	MJR Dog Park - Equipment		2,500.00		
A-07110-00009	Building & Grounds - Leases	708.00			
A-07110-00012	Building & Grounds - Fuel	11,961.00			
A-07110-00022	Building & Grounds - Vehicle Expense	4,961.00			
A-07110-00023	Building & Grounds - Cleaning	130.00			
A-07110-00024	Building & Grounds - General Maintenance		6,000.00		
A-07110-00028	Building & Grounds - Uniform & Safety Equip	1,550.00			
A-07110-00074	Building & Grounds - Overtime		41,344.00		
A-07110-E0057	Building & Grounds - D Fraser	5,400.00			
A-07110-E0069	Building & Grounds - T Groski	3,294.00			
A-07110-E0136	Building & Grounds - R Zeller	1,616.00			
A-07110-E0153	Building & Grounds - K Lynch	4,991.00			
A-07110-E0261	Building & Grounds - R Sciocchetti	2,469.00			
A-07110-E0448	Building & Grounds - T Clifford		984.00		
A-07110-E0460	Building & Grounds - V Mucurio	5,363.00			
A-07110-E0564	Building & Grounds - D Welsh		1,140.00		
A-07110-E0799	Building & Grounds - V Bongermينو	834.00			
A-07110-E0848	Building & Grounds - N Arp	4,457.00			
A-07110-E0959	Building & Grounds - J Palmateer	2,268.00			
A-07110-E0961	Building & Grounds - R Tromblee	827.00			
A-07110-E3546	Building & Grounds - S Shaughnessy	2,978.00			
A-07110-E5230	Building & Grounds - J Latniak	2,961.00			
A-07110-E6050	Building & Grounds - Y Cook	36.00			

Schedule A - 1

Town of Clifton Park
2023 Budget Changes
General Fund

Account	Description	Expenditures		Revenues	
		Increase	Decrease	Increase	Decrease
A-07111-00024	Kinns Road Park - General Maintenance		900.00		
A-07111-00090	Kinns Road Park - Tree Removal	900.00			
A-07112-00002	Clifton Common - Telephone		400.00		
A-07112-00004	Clifton Common - Computer	133.00			
A-07112-00005	Clifton Common - Utilities	475.00			
A-07112-00135	Clifton Common - Engineering	23,600.00			
A-07113-00024	Collins Park - General Maintenance	310.00			
A-07113-00200	Collins Park - Equipment		310.00		
A-07150-00045	Barney Road Pool - Other Program Expense	200.00			
A-07150-00200	Barney Road Pool - Equipment		200.00		
A-07190-00008	Barney Road Golf - Printing	190.00			
A-07190-00012	Barney Road Golf - Fuel	311.00			
A-07190-00022	Barney Road Golf - Vehicle Expense	329.00			
A-07190-00200	Barney Road Golf - Equipment	1,063.00			
A-07190-E7500	Barney Road Golf - Golf Course Superintendent	1,450.00			
A-07190-E4000	Barney Road Golf - Part Time Employees		3,600.00		
A-07250-00011	Clifton Park Town Center Park - Water	3,302.00			
A-07250-00135	Clifton Park Town Center Park - Engineering	9,009.00			
A-07330-00015	Recreational Programs - Other Contractual	3,724.00			
A-07510-00015	Town Historian - Other Contractual	15.00			
A-07510-00200	Town Historian - Equipment	123.00			
A-07510-E0282	Town Historian - J Scherer	1.00			
A-07510-00001	Town Historian - Travel & Conferences		123.00		
A-07510-00006	Town Historian - Office Supplies		46.00		
A-07510-00008	Town Historian - Printing		91.00		
A-07511-00014	Historic Preservation Comm - Minor Equipment	5.00			
A-07511-00015	Historic Preservation Comm - Other Contractual	179.00			
A-07511-00006	Historic Preservation Comm - Office Supplies		200.00		
A-07550-00054	Town Festivals - Farm Festival	416.00			
A-07550-00057	Town Festivals - Community Chorus	186.00			
A-07621-00045	Project Adventure - Other Program Expense	79.00			
A-07621-00001	Project Adventure - Travel & Conferences		1,000.00		
A-07629-00135	Trails Contractual - Engineering	19,625.00			
A-08020-00015	Planning Board Contractual - Other Contractual	80,229.00			
A-02372	Planning Service - Other Government			80,120.00	
A-08020-E2450	Planning Board Contractual - Planning Board Sec	174.00			
A-08160-00013	Convenience Transfer Station - Refuse		40,000.00		
A-08160-00022	Convenience Transfer Station - Vehicle Expense		8,000.00		
A-08160-00074	Convenience Transfer Station - Overtime	2,000.00			
A-08160-00095	Convenience Transfer Station - Landfill Water	336.00			
A-08160-E0058	Convenience Transfer Station - T Kirchofer	2,129.00			
A-08160-E0076	Convenience Transfer Station - D McCune	3,008.00			
A-08160-E1798	Convenience Transfer Station - R Legge	3,082.00			
A-08160-E4000	Convenience Transfer Station - Part Time Emp.	1,570.00			
A-08111-00135	Sewer Contractual - Engineering	2,856.00			
A-09010-00100	Emp'ee Benefits - NYS Retirement	23,162.00			
A-09030-00101	Emp'ee Benefits - Social Security	6,296.00			
A-09035-00102	Emp'ee Benefits - Medicare	1,472.00			
A-09045-00111	Emp'ee Benefits - Life Insurance	192.00			
A-09055-00104	Emp'ee Benefits - Unemployment	5,759.00			
A-08150-00015	Interfund Transfers	225,000.00			
A-01170	Franchise Revenue				16,158.00
A-02004	Travel Basketball				6,734.00
A-02010	Dog Park Revenue				465.00

Schedule A - 1

Town of Clifton Park
 2023 Budget Changes
 General Fund

Account	Description	Expenditures		Revenues	
		Increase	Decrease	Increase	Decrease
A-02034	Senior Express Donations				86.00
A-02042	July 4th Celebration				24,784.00
A-02078	Other Revenue Golf Course				20.00
A-02114	Veteran's Memorial Park Revenues				472.00
A-02118	Collins Park User Fees				1,305.00
A-02119	Clifton Common User Fees				3,005.00
A-02125	Parkside Trail Revenues				1,000.00
A-02082	Library Charges				3,600.00
A-02031	Trips & Tours				658.00
A-02611	Fines & Penalties - Dog Cases				200.00
A-02070	Community Action Funds				779.00
A-02417	Grooms Tavern Rental				850.00
A-04090	Federal Gov't Revenue				528,620.00
A-01120	Sales Tax Revenue			964,630.00	
		<u>636,656.00</u>	<u>180,642.00</u>	<u>1,044,750.00</u>	<u>588,736.00</u>
		(456,014.00)		456,014.00	
A-00960	Appropriations			<u>-</u>	

Schedule A-2

Town of Clifton Park
Highway Fund
2023 Budget Changes

Account	Description	Expenditures		Revenues	
		Increase	Decrease	Increase	Decrease
DA-05110-00022	General Repairs Highway - Vehicle Expense	310.00			
DA-05110-00215	General Repairs Highway - Traffic Safety	409.00			
DA-05112-00015	Permanent Improve Highway - Other Cont	21,183.00			
DA-05130-00219	Machinery Highway - Highway Truck	90,711.00			
DA-05142-00024	Snow Removal - General Maintenance	626.00			
DA-05142-00074	Snow Removal - Overtime		145,000.00		
DA-05142-00250	Snow Removal - Wingmen		1,000.00		
DA-05142-E0054	Snow Removal - K Krul	1,731.00			
DA-05142-E0083	Snow Removal - S Rusinovich	3,028.00			
DA-05142-E0091	Snow Removal - T Harris	4,330.00			
DA-05142-E0144	Snow Removal - S Raffan	5,109.00			
DA-05142-E0156	Snow Removal - M Traider	3,941.00			
DA-05142-E0218	Snow Removal - J Agans	1,215.00			
DA-05142-E0233	Snow Removal - N Brisson	5,211.00			
DA-05142-E0255	Snow Removal - D Charbonneau	553.00			
DA-05142-E0260	Snow Removal - D Fowler	6,338.00			
DA-05142-E0276	Snow Removal - S Dickinson		5,520.00		
DA-05142-E0278	Snow Removal - P Guynup	3,827.00			
DA-05142-E0493	Snow Removal - M Pelc	903.00			
DA-05142-E0511	Snow Removal - M Farnsworth	6,854.00			
DA-05142-E0521	Snow Removal - W Davies		4,620.00		
DA-05142-E0522	Snow Removal - T Moore	4,617.00			
DA-05142-E0577	Snow Removal - D Springel		1,299.00		
DA-05142-E0707	Snow Removal - A Jerome	4,564.00			
DA-05142-E0790	Snow Removal - R Ensel	4,356.00			
DA-05142-E0791	Snow Removal - M McCune	6,232.00			
DA-05142-E0800	Snow Removal - J Ryan	2,317.00			
DA-05142-E0880	Snow Removal - Z Tocco	1,009.00			
DA-05142-E0953	Snow Removal - Z Kusaywa	2,003.00			
DA-05142-E0954	Snow Removal - R Hollner	439.00			
DA-05142-E0955	Snow Removal - C Bense	2,369.00			
DA-05142-E0960	Snow Removal - R Coons	2,018.00			
DA-05142-E4000	Snow Removal - Part Time Employee		6,579.00		
DA-05142-E6040	Snow Removal - J Gardner		280.00		
DA-05142-E6042	Snow Removal - N Bonesteel		710.00		
DA-05142-E6142	Snow Removal - D Bipat		5,444.00		
DA-05142-E6160	Snow Removal - C Cuttita	442.00			
DA-05142-E6161	Snow Removal - G Wade	1,106.00			
DA-05142-E6170	Snow Removal - W Bacon	1,483.00			
DA-05142-E6232	Snow Removal - P Grogan		1,250.00		
DA-01081	Payments in Lieu of Taxes				1,854.00
DA-02805	Interfund Revenue - Highway Vehicle Repairs				28,232.00
DA-02401	Investment Income			43,432.00	
DA-02414	Revenue Gas & Leaf reimburse			4,186.00	
		<u>189,234.00</u>	<u>171,702.00</u>	<u>47,618.00</u>	<u>30,086.00</u>
DA-00915	DA Assigned Fund Balance	-			

Schedule A-3

Town of Clifton Park

2023 Budget Changes

Account	Description	Expenditures		Revenues	
		Increase	Decrease	Increase	Decrease
G7 - Clifton Park Sewer District #1					
G7-08110-E0443	Personal Serv Sewer - M Grimmer	3,457.00			
G7-08110-E0486	Personal Serv Sewer - A Pazro	3,382.00			
G7-08110-E0587	Personal Serv Sewer - M O'Brien	2,604.00			
G7-08110-E0694	Personal Serv Sewer - R VanBuskirk	5,221.00			
G7-08111-00012	Sewer Contractual - Fuel	1,789.00			
G7-08111-00023	Sewer Contractual - Cleaning Exp	1,878.00			
G7-08111-00135	Sewer Contractual - Engineering	1,103.00			
G7-09010-00100	Emp'ee Benefits - NYS Retirement	7,404.00			
G7-09030-00101	Emp'ee Benefits - Social Security	841.00			
G7-09035-00102	Emp'ee Benefits - Medicare	197.00			
G7-08150-00015	Interfund Transfer	35.00			
G7-08111-00200	Sewer Contractual - Equipment		27,911.00		
		<u>27,911.00</u>	<u>27,911.00</u>	-	-
G7-00915	G7 Assigned Fund Balance		-		
G11 - Clifton Park Sewer District #2					
G11-08111-00002	Sewer Contractual - Telephone	454.00			
G11-08111-00011	Sewer Contractual - Water	116.00			
G11-08111-00021	Sewer Contractual - Emergency Repairs	660,099.00			
G11-08111-00024	Sewer Contractual - General Maintenance		25,000.00		
G11-08111-00033	Sewer Contractual - Sewer Monitoring	158.00			
G11-08111-00034	Sewer Contractual - Sewer Pump Maint		25,000.00		
G11-08111-00200	Sewer Contractual - Equipment		95,000.00		
G11-02374	Sew Serv - Other Gov't			9,180.00	
G11-02120	Sewer Rents				9,180.00
		<u>660,827.00</u>	<u>145,000.00</u>	<u>9,180.00</u>	<u>9,180.00</u>
G11-00915	G11 - Assigned Fund Balance		<u>515,827.00</u>		
G12 - Dutch Meadows Sewer Extension #1					
G12-01001	Property Taxes				161.00
G12-08111-00015	Sewer Contractual - Other Contractual		161.00		
		<u>-</u>	<u>161.00</u>	<u>-</u>	<u>161.00</u>

Schedule A-3

Town of Clifton Park

2023 Budget Changes

Account	Description	Expenditures		Revenues	
		Increase	Decrease	Increase	Decrease
G12-00915	G12 - Assigned Fund Balance	- <hr/> <hr/>			
G1 - Olde Nott Farm Sewer District #1					
G1-02120	Sewer Rents				514.00
G1-02401	Investment Income			514.00	
		- <hr/> <hr/>	-	514.00	514.00
G1-00915	G1 - Assigned Fund Balance	- <hr/> <hr/>			
G5 - Dutch Meadows Sewer District #1					
G5-08111-00005	Sewer Contractual - Utilities	348.00			
G5-08111-00021	Sewer Contractual - Emergency Repairs	15,975.00			
G5-08111-00200	Sewer Contractual - Equipment		16,200.00		
G5-08111-00024	Sewer Contractual - Gen Maintenance		123.00		
		16,323.00 <hr/> <hr/>	16,323.00	-	-
G5 - 00915	G5 - Assigned Fund Balance	- <hr/> <hr/>			
G8 - Clifton Country Road Sewer District #1					
G8-08111-00135	Sewer Contractual - Engineering	8,072.00			
G8-08111-00200	Sewer Contractual - Equipment		8,072.00		
		8,072.00 <hr/> <hr/>	8,072.00	-	-
G8-00915	G8 - Assigned Fund Balance	- <hr/> <hr/>			
G9 - Rivercrest Sewer District #1, Extension #1					
G9-02120	Sewer Rents				143.00
G9-02401	Investment Income			143.00	
		- <hr/> <hr/>	-	143.00	143.00

Schedule A-3

Town of Clifton Park

2023 Budget Changes

Account	Description	Expenditures		Revenues	
		Increase	Decrease	Increase	Decrease
G9-00915	G9 - Assigned Fund Balance		-		
MS - Dental Self Insured Fund					
MS-01710-00106	Self Insured Admin - Medical & Dental	557.00			
MS-09060-00106	Emp'ee Benefits - Medical & Dental		557.00		
		<u>557.00</u>	<u>557.00</u>	-	-
MS-00915	MS - Assigned Fund Balance		-		
SL - Lighting District					
SL-05182-00024	Lighting District - General Maintenance	30,146.00			
SL-05182-00005	Lighting District - Utilities		30,146.00		
		<u>30,146.00</u>	<u>30,146.00</u>	-	-
SL-00915	SL - Assigned Fund Balance		-		
SPO - Stoney Creek II Park District					
SPO-07120-00005	Park Lane Estates - Utilities	610.00			
SPO-07120-00024	Park Lane Estates - General Maintenance		610.00		
		<u>610.00</u>	<u>610.00</u>	-	-
SPO-00915	SPO - Assigned Fund Balance		-		
SP1 - Calico Colony Park District					
SP1-07122-00015	Calico Colony - Other Contractual		385.00		
SP1-07122-00024	Calico Colony - General Maintenance	675.00			
		<u>675.00</u>	<u>385.00</u>	-	-
SP1-00915	SP1 - Assigned Fund Balance	<u>290.00</u>			
SP2 - Clifton Gardens Park District					
SP1-07121-00005	Clifton Gardens - Utilities	60.00			

Schedule A-3

Town of Clifton Park

2023 Budget Changes

Account	Description	Expenditures		Revenues	
		Increase	Decrease	Increase	Decrease
SP1-07121-00024	Clifton Gardens - General Maintenance		165.00		
SP1-09710-00117	Bond Payments - Park District Interest	105.00			
		<u>165.00</u>	<u>165.00</u>	-	-
SP2-00915	SP2-Assigned Fund Balance	-			
SP5 - Longkill I Park District					
SP5-07123-00002	Longkill I - Telephone	175.00			
SP5-07123-00004	Longkill I - Computer	30.00			
SP5-07123-00005	Longkill I - Utilities	240.00			
SP5-07123-00011	Longkill I - Water	5,760.00			
SP5-07123-00015	Longkill I - Other Contractual		1,000.00		
SP5-07123-00024	Longkill I - General Maintenance	4,700.00			
SP5-07151-00004	Country Knolls Pool - Computer	240.00			
SP5-07151-00005	Country Knolls Pool - Utilities	86.00			
SP5-07151-00011	Country Knolls Pool - Water	181.00			
SP5-07123-00200	Longkill I - Equipment		10,412.00		
		<u>11,412.00</u>	<u>11,412.00</u>	-	-
SP5-00915	SP5-Assigned Fund Balance	-			
SP6 - Longkill II Park District					
SP6-07124-00024	Longkill II - General Maintenance	3,564.00			
SP6-07124-00200	Longkill II - Equipment		3,564.00		
		<u>3,564.00</u>	<u>3,564.00</u>	-	-
SP6-915	SP6-Assigned Fund Balance	-			
SP7 - Riverview Park District					
SP7-09789-00015	Other Long Term Debt - Other Contractual	1,541.00			
SP7-07127-00024	Boyack Road - General Maintenance	83.00			
SP7-07128-00024	Crescent Estates - General Maintenance	1,728.00			
SP7-07128-00135	Crescent Estates - Engineering	473.00			
SP7-07129-00024	Crescent Estates South - Gen Maint	5,811.00			
SP7-07129-00200	Crescent Estates South - Equipment	4,158.00			
SP7-07137-00024	Riverview #1 - General Maint	420.00			
SP7-07139-00005	Crescent Pointe - Utilites	211.00			
SP7-07139-00011	Crescent Pointe - Water	35.00			
SP7-09730-00117	BAN - Park District Interest	15,008.00			

Schedule A-3

Town of Clifton Park

2023 Budget Changes

Account	Description	Expenditures		Revenues	
		Increase	Decrease	Increase	Decrease
SP7-09730-00127	BAN - Park District Principal	5,000.00			
SP7-07115-00005	Park District Labor & Equip - Utilities		2,000.00		
SP7-07115-00011	Park District Labor & Equip - Water		50.00		
SP7-07115-00024	Park District Labor & Equip - Gen Maint		8,878.00		
SP7-07115-00025	Park District Labor & Equip - Other Legal		1,000.00		
SP7-07115-00200	Park District Labor & Equip - Equipment		5,000.00		
		<u>34,468.00</u>	<u>16,928.00</u>	-	-

SP7-00915	Assigned Fund Balance	<u>17,540.00</u>			
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SP9 - Stony Creek I Park District

SP9-07115-00011	Park District Labor & Equip - Water		500.00		
SP9-07115-00024	Park District Labor & Equip - Gen Maint		29,161.00		
SP9-07116-00011	Huntwood - Water	18.00			
SP9-07116-00024	Huntwood - Gen Maint	1,056.00			
SP9-07117-00011	Shirewood - Water	18.00			
SP9-07117-00024	Shirewood - General Maintenance	2,707.00			
SP9-07118-00011	Aspenwood - Water	35.00			
SP9-07118-00024	Aspenwood - General Maintenance	1,995.00			
SP9-07119-00011	Presidential - Water	18.00			
SP9-07119-00024	Presidential - General Maintenance	1,387.00			
SP9-07132-00024	Treemont Park - General Maintenance	390.00			
SP9-07133-00011	Woodcrest Pointe - Water	18.00			
SP9-07133-00024	Woodcrest Pointe - General Maintenance	1,501.00			
SP9-07134-00024	Anondale - General Maintenance	385.00			
SP9-07136-00024	Village Green - General Maintenance	1,695.00			
SP9-07138-00011	Birch Knolls - Water	35.00			
SP9-07138-00024	Birch Knolls - General Maintenance	1,034.00			
SP9-07141-00011	Grooms Pointe - Water	35.00			
SP9-07141-00024	Grooms Pointe - General Maintenance	775.00			
SP9-07143-00011	Engelmore Landing - Water	18.00			
SP9-07143-00024	Engelmore Landing - General Maintenance	445.00			
SP9-07144-00011	Berkshire Estates - Water	36.00			
SP9-07144-00024	Berkshire Estates - General Maintenance	415.00			
SP9-07145-00011	Countryman Estates North - Water	35.00			
SP9-07145-00024	Countryman Estates North - Gen Maint	1,216.00			
SP9-07147-00011	Stoney Creek Drive Townhomes - Water	35.00			
SP9-07147-00024	Stoney Creek Drive Townhomes - Gen Mtc	415.00			
SP9-07149-00011	Hayes Park - Water	35.00			
SP9-07149-00024	Hayes Park - General Maintenance	1,836.00			
SP9-07165-00024	Carlson Farms - General Maintenance	1,281.00			
SP9-07166-00011	Heritage Point - Water	1,728.00			
SP9-07166-00024	Heritage Point - General Maintenance	2,584.00			
SP9-08150-00015	Interfund Transfers - Other Cont	6,480.00			
		<u>29,661.00</u>	<u>29,661.00</u>	-	-

Schedule A-3

Town of Clifton Park

2023 Budget Changes

Account	Description	Expenditures		Revenues	
		Increase	Decrease	Increase	Decrease
SP9-00915	SP9 - Assigned Fund Balance	<u>-</u>			
CD - Section 8 Housing Assistance Fund					
CD-02401	Investment Income			181.00	
CD-04090	Federal Income			27,377.00	
CD-04910	HUD Section 8 Housing	9,208.00			
CD-04911	HUD Section 8 Administration Fee	24,321.00			
		<u>33,529.00</u>	-	<u>27,558.00</u>	-
CD-00915	CD - Assigned Fund Balance	<u>5,971.00</u>			

RESOLUTION
#8

Resolution No. _____ of 2024, a resolution appointing Fred Halley as a Citizen at Large representative to the Clifton Park Citizens Corps Council.

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

WHEREAS, an opening exists for a Citizen at Large representative, and

WHEREAS, the Supervisor recommends Fred Halley to fill the vacancy, and

WHEREAS Mr. Halley has demonstrated his adeptness at his current position as CERT Coordinator for the Town, and will bring valuable experience and leadership skills to the Clifton Park Citizens Corps Council; now, therefore, be it

RESOLVED, that Fred Halley is hereby appointed as a Citizen at Large representative to the Clifton Park Citizens Corps Council, effective immediately, for a one-year term, term to expire December 31, 2024.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, March 15, 2024 12:06 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead
Subject: New Resolution Request #687

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

Sponsor: Phil Barrett

Agenda Session Date: 04/01/2024 ✓

Board Meeting Date: 04/15/2024 ✓

Alternate Date: 04/15/2024

Budget Number: na

Budget Description: na

Amount: 0

Brief Description: an opening exists for a Citizen at Large to the Clifton Park Citizen Corps Council- Disaster and Emergency Preparedness. Would like to appoint Fred Halley, our CERT Coordinator for the Town of Clifton Park, to this position. One year term, term to expire 12/31/24.

CERT and Citizen Corps Mission:

To provide a platform from which to empower local citizens to better prepare for and respond to, emergency situations through education, training, and volunteering. And to create opportunities for local citizens to contribute in assisting their neighbors and supporting their community against threats of terrorism, public health issues, natural disasters and crime.

Add Supporting Docs:

Additional Comments/Details: Fred has demonstrated his adeptness at his current role, planning and organizing monthly CERT meetings, planning and executing trainings for the members, recruiting new members, ensuring his own training is up to date, attending Town Events and organizing CERT volunteers for Town Events. Fred would be a good addition to this Council with his experience and leadership in CERT and other emergency communications.

Agree to Terms: Agree

[unsubscribe](#)

RESOLUTION
9

Resolution No. _____ of 2024, a resolution appointing Lenny Casper to be a member of the Emergency Services Advisory Board (ESAB).

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

WHEREAS, a vacancy exists for a member to the ESAB representing the Jonesville Fire Department, and

WHEREAS, Building & Development Fire Marshall, John DeSimone, recommends that Lenny Casper, Clifton Park, NY, be appointed as a member to the ESAB, on behalf of the Jonesville Fire Department; now therefore be it

RESOLVED, that Lenny Casper be appointed as member of the ESAB effective immediately to complete the term ending December 31, 2024.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, March 22, 2024 1:33 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead
Subject: New Resolution Request #699

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

Department: Building Department
Your Name: John DeSimone/Town of Clifton Park
Your Email: jdesimone@cliftonpark.org
Sponsor: P. Barrett
Agenda Session Date: 04/01/2024 ✓
Board Meeting Date: 04/15/2024 ✓
Alternate Date: 05/06/2024
Budget Number: N/A
Budget Description: N/A
Amount: N/A
Brief Description: There is a vacancy on the Emergency Service Advisory Board representing the Jonesville Fire Department. I would like the board to accept Lenny Casper as the new ESAB member.
Lenny Casper
16 Juniper Drive
Clifton Park, NY 12065
(518) 312-2215
Lenny3929@gmail.com
Add Supporting Docs:
Additional Comments/Details: Lenny will be a great asset to our board.
Agree to Terms: Agree

[unsubscribe](#)

RESOLUTION

10

Resolution No. _____ of 2024, a resolution authorizing payment of a paving invoice from Evolution Construction Services, LLC, for paving services not included in the approved 2023 284 agreement submitted by the Highway Superintendent.

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

WHEREAS, by Resolution No. 100 of 2023, the Town Board awarded the contract to Evolution Construction Services, for 2023 paving services throughout Town, which were to be detailed in the Highway Superintendent's 2023 284 agreement, and

WHEREAS, by Resolution No. 186 of 2023, the Town Board approved the 2023 284 agreement submitted by the Highway Superintendent, and

WHEREAS, the outstanding paving invoice from Evolution Constructions Services, in the amount of \$21,183.70, details paving services for Willow Springs Drive, which is a non-approved deviation from the scheduled roads to be paved per the approved 2023 284 agreement, and a breach of NYS Highway law, and

WHEREAS, per NYS Highway Law, the Highway Superintendent is personally responsible for non-approved deviations from an approved 284 agreement, and to date, the Highway Superintendent has refused to personally pay for the Willow Springs Drive paving expense, a non-approved deviation from the 2023 284 agreement, and

WHEREAS, because of the Highway Superintendent's refusal to personally pay the paving invoice from Evolution Construction Services, the Town is left in a precarious position of owing money to a contractor for services rendered that were not authorized, and

WHEREAS, the Town Supervisor recommends that the approved 2024 paving contractor for the Town receive a copy of the approved 2024 284 agreement to provide a check and balance for the Highway Superintendent, who has refused to properly follow the agreement's listing of approved expenditures, and

WHEREAS, the Town Board further stresses to the Highway Superintendent, Dahn Bull, that he follow NYS Highway Law and follow the established 284 agreement; now, therefore be it

RESOLVED, that the Comptroller is authorized to pay the outstanding invoice from Evolution Construction Services, LLC, for paving services not included in the approved 2023 284 agreement, in an amount of \$21,183.70, from DA-05110-00030 (Highway Fund-General Repairs Highway-Paving).

Resolution No. 100 of 2023, a resolution contracting for paving services for the Town's Highway Department.

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

WHEREAS, pursuant to Section 103 (16) of the General Municipal Law, municipalities in New York may acquire services through contracts let by the State, or another political subdivision of the State, through a public bidding process which was held in compliance with the statute, and

WHEREAS, the Highway Department has requested authorization to enter into contracts with Evolution Construction Services, Mechanicville, NY, and Jointa Lime Company, Wilton NY, to establish services rates for equipment and labor associated with paving services based on bids awarded by the County of Saratoga after a competitive process, in compliance with GML 103; now, therefore, be it

RESOLVED, that the Highways Superintendent is authorized to enter a pavement services contract with Evolution Construction Services, Mechanicville, NY, and as a secondary company, Jointa Lime Company, Wilton, NY, per Saratoga County Contract 23-PWPSR-46R, in an amount up to \$1,089,117, with invoices to be paid from DA-5110-030 (Highway – Paving – Blacktop) and DA-5112-015 (Highway – Other Contractual).

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

April 18, 2023

Teresa Brobston, Town Clerk

Resolution No. 186 of 2023, a resolution approving the current draft 284 Agreement.

Introduced by Councilman O'Hara, who moved its adoption, seconded by Councilman Morelli.

BE IT RESOLVED, to approve the current draft 284 agreement that was received stamped by the Town Clerk on June 30, 2023 with Exhibit A, Exhibit A being the emailed memorandum from Councilman O'Hara to the Highways Superintendent dated July 18, 2023, and the response from Highways Superintendent Bull dated July 26, 2023.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

August 7, 2023

Teresa Brobston, Town Clerk

HIGHWAY SUPERINTENDENT

P.O. No. 71123-783

must be included for payment.

639 CLIFTON PARK CENTER ROAD
CLIFTON PARK, NEW YORK 12065
(518) 371-7310 - FAX (518) 373-0039
STANDARD VOUCHER

COMPTROLLER USE ONLY

CLAIMANT'S NAME AND ADDRESS	Evolution Construction Services, LLC.
	Name
	Federal ID or Social Security Number 10 Industrial Park Drive
	Street Mechanicville, NY 12118 City & State Zip

DATE
CHECK NUMBER
FUND
APPROVED BY
VOUCHER NO.

Dates	Invoice	Description of Materials or Service	Claimed
10/13/2023	23-126-10	Mobilization, Cold Planning, Materials & Paving	\$ 21,183.70
		Willow Springs Drive	
		Resolution 100 of 2023 Contract # 23-PWPSR-46R	
		TAX EXEMPT MUNICIPALITY FED. I.D. #14-6002129	

CLAIMANT'S CERTIFICATION

I, _____ certify that the above account in the amount of \$ 21,183.70 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

DATE SIGNATURE TITLE

SPACE BELOW FOR USE OF TOWN OFFICES ONLY

Account Description	Amount	PAYMENT APPROVAL BY DEPARTMENT HEAD I hereby certify that the merchandise, materials or articles enumerated in this claim have been received and that the quantity and quality thereof are as specified in such a claim; that the services specified were performed and the contract price therefore has been earned; that they will be necessary for and have been, or will be, applied to the use of this department.
DA 5112-015	\$ 21,183.70	
		DATE <u>12/20/23</u>



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

INVOICE

INVOICE DATE 10/13/2023
INVOICE # 23-126-10

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

ACCOUNT #	PO #	SHIP VIA	DATE SHIPPED	TERMS	JOB NAME	PAGE
TOW120	71123-783			Net 30	Town of Clifton Park	1

ITEM #	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
490	1	Cold Planning - Willow Springs Drive 10/11/2023 & 10/13/2023	5,506.50	5,506.50 *
403	1	Paving - Willow Springs Drive 10/11/2023 & 10/13/2023	5,945.50	5,945.50 *
699	1	Mobilization - Willow Springs Drive 10/11/2023 & 10/13/2023	4,200.00	4,200.00 *
402	1	Materials - Willow Springs Drive 10/11/2023 & 10/13/2023	5,531.70	5,531.70 *

* means item is non-taxable

TOTAL AMOUNT DUE 21,183.70

Certified Payroll Register

Job
Town of Clifton Park

Contractor
Evolution Construction Services, LLC
10 Industrial Park Drive
Mechanicville, NY 12118

Customer
Town of Clifton Park
639 Clifton Park Center Road
Clifton Park, NY 12065

Job Number: 23-126
Week Ending: 10/15/2023

Name	Soc Sec No. Class Mar Exemp.	Hours Worked This Job									Pay Rate	Gross Pay This Job All Jobs	Deductions		Check #
		10/09 Mon	10/10 Tue	10/11 Wed	10/12 Thu	10/13 Fri	10/14 Sat	10/15 Sun	Tot	Fed. Fica Med State			Local Other	Net Pay	
Kevin J Auman	***-**-9341 R: 0.000	0.000	0.000	0.000	0.000	4.500	0.000	0.000	4.500	52.630	342.36	474.07	0.00	V6693	
	Operating Engineer HH Class A									+31.500FR		183.27	274.85		
	Single 2 O: 0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	78.945	3044.73	42.86		1914.33	
										+31.500FR	47hrs	155.35	1130.40		
	Fringe Rate	CASH 23.449	HEALTH 2.051	HOLIDAY 3.000	PTO 3.000	Total 31.500				Amount 105.52					
	Deduction Amount	401K 185.43	DIS 0.60	FIELD DEN 7.25	FIELD HI 49.68	FIELD VIS 1.89	HSA 30.00	Total 274.85							
Todd J Boyea	***-**-3627 R: 0.000	0.000	2.000	0.000	0.000	0.000	0.000	0.000	2.000	39.590	117.40	395.58	0.00	V6696	
	Laborer HH Group C									+26.900FR		138.58	158.99		
	Single 0 O: 0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	59.385	2393.48	32.41		1539.12	
										+26.900FR	54hrs	128.80	854.36		
	Fringe Rate	CASH 19.110	HEALTH 1.790	HOLIDAY 3.000	PTO 3.000	Total 26.900				Amount 38.22					
	Deduction Amount	DIS 0.60	FIELD DEN 7.25	FIELD HI 76.14	HSA 75.00	Total 158.99									
Kristopher A Brennan	***-**-4061 R: 0.000	0.000	0.000	0.000	0.000	4.500	0.000	0.000	4.500	52.630	341.37	448.31	0.00	V6697	
	Operating Engineer HH Class A									+31.500FR		164.27	189.30		
	Single 0 O: 0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	78.945	2796.98	38.42		1792.99	
										+31.500FR	42.5hrs	163.69	1003.99		
	Fringe Rate	CASH 23.229	HEALTH 2.271	HOLIDAY 3.000	PTO 3.000	Total 31.500				Amount 104.53					
	Deduction Amount	AFLACHOS 13.65	AFLACSTD 41.23	DIS 0.60	FIELD DEN 7.25	FIELD HI 49.68	FIELD VIS 1.89	HSA 75.00	Total 189.30						
Timothy J Flanagan	***-**-5092 R: 0.000	0.000	2.500	0.000	0.000	0.000	0.000	0.000	2.500	39.590	151.22	141.42	0.00	V6703	
	Laborer HH Group C									+26.900FR		81.80	0.60		
	Single 0 O: 0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	59.385	1319.37	19.13		1008.10	
										+26.900FR	33hrs	68.32	311.27		
	Fringe Rate	CASH 20.900	HOLIDAY 3.000	PTO 3.000	Total 26.900					Amount 52.25					
	Deduction Amount	DIS 0.60	Total 0.60												
Carl H Lashway	***-**-8455 R: 0.000	0.000	0.000	0.000	0.000	5.000	0.000	0.000	5.000	39.590	281.71	225.31	0.00	V6707	
	Laborer HH Group C									+26.900FR		136.66	310.03		
	Married 0 O: 0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	59.385	2438.53	31.96		1615.27	
										+26.900FR	46.5hrs	119.30	823.26		
	Fringe Rate	CASH 16.752	HEALTH 4.148	HOLIDAY 3.000	PTO 3.000	Total 26.900				Amount 83.76					
	Deduction Amount	401K 75.09	DIS 0.60	FIELD DEN 27.79	FIELD HI 203.37	FIELD VIS 3.18	Total 310.03								
John R Linendoll	***-**-1186 R: 0.000	0.000	0.000	0.000	0.000	4.500	0.000	0.000	4.500	40.590	276.70	348.85	0.00	V6708	
	Laborer HH Group C									+26.900FR		162.39	135.67		
	Married 0 O: 0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	59.385	2619.25	37.97		1775.27	
										+26.900FR	47hrs	159.10	843.98		
	Fringe Rate	CASH 20.900	HOLIDAY 3.000	PTO 3.000	Total 26.900					Amount 94.05					
	Deduction Amount	401K 135.07	DIS 0.60	Total 135.67											
Lyle F Livingston	***-**-3857 R: 0.000	0.000	0.000	0.000	0.000	4.000	0.000	0.000	4.000	37.740	253.19	414.52	0.00	V6709	
	Teamster HH Group 3									+29.130FR		155.68	172.58		
	Married 0 O: 0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	56.610	2682.96	36.41		1751.55	
										+29.130FR	54hrs	152.22	931.41		

Certified Payroll Register

Job
Town of Clifton Park

Contractor
Evolution Construction Services, LLC
10 Industrial Park Drive
Mechanicville, NY 12118

Customer
Town of Clifton Park
639 Clifton Park Center Road
Clifton Park, NY 12065

Job Number: 23-126
Week Ending: 10/15/2023

Name	Soc Sec No. Class Mar Exemp.	Hours Worked This Job								Pay Rate	Gross Pay This Job All Jobs	-- Deductions --		Check #	
		10/09 Mon	10/10 Tue	10/11 Wed	10/12 Thu	10/13 Fri	10/14 Sat	10/15 Sun	Tot			Fed. Fica Med State	Local Other Total		Net Pay
David J Lucarelli	Fringe	CASH	HEALTH	Total											
	Rate	25.558	3.573	29.130											
	Amount	102.23	14.29	116.52											
	Deduction	AFLACACC	DIS	FIELD DEN	FIELDHI	FIELDVIS	Total								
Amount	11.37	0.60	14.72	142.71	3.18	172.58									
	***-**-8713 R: 0.000	0.000	3.000	0.000	0.000	0.000	0.000	3.000	49.150	218.44	475.86	0.00	V6711		
	Operating Engineer HH Class C														
	Single 0 O: 0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	+31.500FR		181.25	226.55			
									73.725	3003.88	42.39		1918.98		
									+31.500FR	52.5hrs	158.85	1084.90			
	Fringe	CASH	HEALTH	HOLIDAY	PTO	Total									
	Rate	23.663	1.837	3.000	3.000	31.500									
	Amount	70.99	5.51	9.00	9.00	94.50									
	Deduction	401K	DIS	FIELD DEN	FIELDHI	FIELDVIS	Total								
	Amount	145.45	0.60	7.25	71.36	1.89	226.55								
Bryant Madigan	***-**-8014 R: 0.000	0.000	3.000	0.000	0.000	0.000	0.000	3.000	49.150	213.71	498.22	0.00	V6712		
	Operating Engineer HH Class C														
	Single 0 O: 0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	+31.500FR		187.52	227.25			
										73.725	3097.75	43.85		1974.94	
									+31.500FR	56.5hrs	165.97	1122.81			
	Fringe	CASH	HEALTH	HOLIDAY	PTO	Total									
	Rate	22.087	3.413	3.000	3.000	31.500									
	Amount	66.26	10.24	9.00	9.00	94.50									
	Deduction	401K	DIS	FIELDHI	FIELDVIS	Total									
	Amount	153.40	0.60	71.36	1.89	227.25									
Crane T McCormick	***-**-4916 R: 0.000	0.000	0.000	0.000	0.000	2.500	0.000	0.000	2.500	39.590	98.98				
	Laborer HH Group C														
	Single 0 O: 0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	+0.000FR		59.385	2246.46			
										+26.900FR	42.5hrs				
	R: 0.000	0.000	0.000	0.000	2.000	0.000	0.000	2.000	49.150	149.30	360.88	0.00	V6714		
	Operating Engineer HH Class C														
	O: 0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	+31.500FR		137.49	158.00			
									73.725	2246.46	32.15		1437.01		
									+31.500FR	42.5hrs	120.93	809.45			
	Fringe	CASH	HOLIDAY	PTO	Total										
	Rate	25.500	3.000	3.000	31.500										
	Amount	51.00	6.00	6.00	63.00										
	Deduction	401K	AFLACACC	AFLACCAN	AFLACHOS	AFLACLIF	DIS	Total							
	Amount	112.98	8.49	10.13	10.37	15.43	0.60	158.00							
Corey M Morrison	***-**-5813 R: 0.000	0.000	3.000	0.000	0.000	0.000	0.000	3.000	49.150	218.82	556.59	0.00	V6716		
	Operating Engineer HH Class C														
	Single 1 O: 0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	+31.500FR		199.71	317.43			
										73.725	3348.44	46.71		2051.24	
									+31.500FR	56.5hrs	176.76	1297.20			
	Fringe	CASH	HEALTH	HOLIDAY	PTO	Total									
	Rate	23.790	1.710	3.000	3.000	31.500									
	Amount	71.37	5.13	9.00	9.00	94.50									
	Deduction	401K	DIS	FIELD DEN	FIELDHI	FIELDPED	FIELDVIS	HSA	Total						
	Amount	189.42	0.60	7.25	84.46	3.81	1.89	30.00	317.43						
Michael Paul Munger	***-**-5870 R: 0.000	0.000	1.750	0.000	0.000	0.000	0.000	1.750	37.650	107.21	203.86	0.00	V6717		
	Teamster HH Group 2														
	Married 0 O: 0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	+29.130FR		105.74	309.68			
										39.150	1912.25	24.73		1182.87	
									+29.130FR	49.75hrs	85.37	729.38			
	Fringe	CASH	HEALTH	Total											
	Rate	23.611	5.520	29.131											
	Amount	41.32	9.66	50.98											
	Deduction	401K	DIS	FIELDHI	FIELDVIS	HSA	Total								
	Amount	102.34	0.60	141.60	5.14	60.00	309.68								
Steven A Spass	***-**-3456 R: 0.000	0.000	1.750	0.000	0.000	0.000	0.000	1.750	37.650	113.56	245.53	0.00	V6725		
	Teamster HH Group 2														
	Single 0 O: 0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	+29.130FR		114.82	184.01			
										39.150	1930.51	26.85		1255.01	
									+29.130FR	51hrs	104.29	675.50			

Certified Payroll Register

Job
Town of Clifton Park

Contractor
Evolution Construction Services, LLC
10 Industrial Park Drive
Mechanicville, NY 12118

Customer
Town of Clifton Park
639 Clifton Park Center Road
Clifton Park, NY 12065

Job Number: 23-126
Week Ending: 10/15/2023

Name	Soc Sec No. Class Mar Exemp.	Hours Worked This Job									Pay Rate	Gross Pay This Job All Jobs	Deductions		Check #	
		10/09 Mon	10/10 Tue	10/11 Wed	10/12 Thu	10/13 Fri	10/14 Sat	10/15 Sun	Tot	Fed. Fica Med State			Local Other Total	Net Pay		
Michael Speshock III	Fringe	CASH	HEALTH	Total												
	Rate	27.240	1.891	29.131												
	Amount	47.67	3.31	50.98												
	Deduction	401K	DIS	FIELDN	FIELDHI	Total										
	Amount	104.80	0.60	7.25	71.36	184.01										
	***-**-1985 R:	0.000	0.000	0.000	0.000	5.000	0.000	0.000	5.000	52.630	374.08	484.62	0.00	V6726		
	Operating Engineer HH Class A									+31.500FR		194.24	140.02			
	Single 0 O:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	78.945	3272.30	45.43		2198.49		
										+31.500FR	49.5hrs	209.50	1073.81			
	Fringe	CASH	HEALTH	HOLIDAY	PTO	Total										
	Rate	22.186	3.314	3.000	3.000	31.500										
	Amount	110.93	16.57	15.00	15.00	157.50										
	Deduction	DIS	FIELDN	FIELDHI	FIELDPE	FIELDVIS	Total									
	Amount	0.60	7.25	121.31	7.61	3.25	140.02									
Dylan M Villano	***-**-4208 R:	0.000	0.000	3.000	0.000	0.000	0.000	0.000	3.000	52.630	225.68	586.87	0.00	V6728		
	Operating Engineer HH Class A									+31.500FR		204.84	365.43			
	Single 1 O:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	78.945	3497.86	47.91		2106.40		
											+31.500FR	56.5hrs	186.41	1391.46		
		Fringe	CASH	HEALTH	HOLIDAY	PTO	Total									
	Rate	22.597	2.903	3.000	3.000	31.500										
	Amount	67.79	8.71	9.00	9.00	94.50										
	Deduction	401K	AFLACACC	AFLACLIF	DIS	FIELDN	FIELDHI	FIELDPE	FIELDVIS	HSA	Total					
	Amount	158.82	12.77	12.00	0.60	14.72	84.46	3.81	3.25	75.00	365.43					
Justice Lynn White	***-**-6006 R:	0.000	0.000	0.000	0.000	4.500	0.000	0.000	4.500	39.590	272.20	161.31	0.00	V6729		
	Laborer HH Group C									+26.900FR		91.12	69.62			
	Single 0 O:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	59.385	1478.78	21.31		1061.67		
											+26.900FR	26.5hrs	73.75	417.11		
		Fringe	CASH	HOLIDAY	PTO	Total										
	Rate	20.900	3.000	3.000	26.900											
	Amount	94.05	13.50	13.50	121.05											
	Deduction	401K	DIS	FIELDN	FIELDVIS	Total										
	Amount	59.88	0.60	7.25	1.89	69.62										
Stephen A Wood	***-**-3978 R:	0.000	0.000	0.000	0.000	4.500	0.000	0.000	4.500	52.630	341.37	476.10	0.00	V6731		
	Operating Engineer HH Class A									+31.500FR		169.77	184.03			
	Single 0 O:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	78.945	2796.98	39.71		1767.72		
											+31.500FR	42.5hrs	159.65	1029.26		
		Fringe	CASH	HEALTH	HOLIDAY	PTO	Total									
	Rate	23.229	2.271	3.000	3.000	31.500										
	Amount	104.53	10.22	13.50	13.50	141.75										
	Deduction	401K	DIS	FIELDN	FIELDHI	FIELDVIS	Total									
	Amount	124.61	0.60	7.25	49.68	1.89	184.03									
Simon J Wood	***-**-1137 R:	0.000	0.000	0.000	0.000	4.500	0.000	0.000	4.500	39.590	261.99	323.00	0.00	V6730		
	Laborer HH Group C									+26.900FR		128.65	258.80			
	Single 0 O:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	59.385	2233.84	30.09		1384.12		
											+26.900FR	42.5hrs	109.18	849.72		
		Fringe	CASH	HEALTH	HOLIDAY	PTO	Total									
	Rate	18.629	2.271	3.000	3.000	26.900										
	Amount	83.83	10.22	13.50	13.50	121.05										
	Deduction	401K	DIS	FIELDN	FIELDHI	FIELDVIS	HSA	Total								
	Amount	99.38	0.60	7.25	49.68	1.89	100.00	258.80								
Kevin J Wright	***-**-0944 R:	0.000	0.000	2.000	0.000	0.000	0.000	0.000	2.000	52.630	156.26	707.78	0.00	V6776		
	Operating Engineer HH Class A									+31.500FR		221.89	0.60			
	Married 0 O:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	78.945	3578.89	51.89		2381.34		
											+31.500FR	66.5hrs	215.39	1197.55		
		Fringe	CASH	HOLIDAY	PTO	Total										
	Rate	25.500	3.000	3.000	31.500											
	Amount	51.00	6.00	6.00	63.00											

P.O. No. 71123-783

**TOWN OF CLIFTON PARK
REQUISITION/PURCHASE ORDER**

Delivery Address:

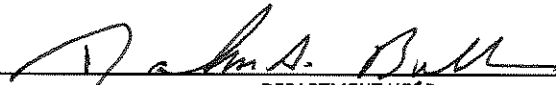
639 CLIFTON PARK CENTER ROAD
CLIFTON PARK, NEW YORK 12065
(518) 371-7310 - FAX (518) 373-0039

Name	Eveolution Construction
Street	10 Industrial Park Drive
Street	
City	Mechanicville
State	NY
Zip Code	12118
Contact	

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

Quantity	Product #	Description	Unit Price	Total
		Cold planning, mobilization, materials and paving		\$ 21,183.70
		Willow Springs Drive		

ACCOUNT DISTRIBUTION	AMOUNT	DEPARTMENTAL REQUEST The above service or materials can be furnished to the municipality on the dates and the charges are correct
DA 5112-015	\$ 21,183.70	
Total	\$ 21,183.70	

X 
 DEPARTMENT HEAD
 Date 12/20/23

RESOLUTION
11

Resolution No. ____ of 2024, a resolution authorizing additional Town road paving up to \$1,000,000 from the Highway Fund and amending the Highway Superintendent's 2024 Paving Budget report per the proposed Section 284 agreement.

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

WHEREAS, The Town Board wishes to add funds to the 2024 Highway Paving Budget for the purpose of including the streets and neighborhoods noted on the attached memorandum; now, therefore, be it

RESOLVED, that authorization is hereby granted to the Comptroller to transfer an amount not to exceed \$1,000,000 from DA-00915 (Highway Assigned Unappropriated Fund Balance) to DA-5110-00030 (Highway-Paving & Blacktop), for the additional paving projects planned for 2024, and be it further

RESOLVED, that the streets shall be paved during the 2024 paving season, using the mill and pave method already specified for all other streets currently named in said agreement, and the Highway Superintendent shall add these streets to the 284 agreement list for 2024, and be it further

RESOLVED, that the proposed Highway Law §284 agreement is to be amended accordingly, and the Clerk is asked to keep and file a copy of this resolution with the 284 agreement when it is approved.



Town of Clifton Park

One Town Hall Plaza | Clifton Park, New York 12065 | (518) 371-6651 | Fax: (518) 371-1136

In 2023 and 2024 the Town Board has utilized hundreds of thousands of dollars approved in earlier calendar years for road paving that was unspent by the Highway Superintendent. In addition to the increase in overall funding for road paving activities in the 2024 budget. The Town Board will now make an additional investment in road paving by allocating \$1mm through this resolution for 2024. The Town Board has historically allocated additional funds for paving to complement approved budget funding in a calendar year. This investment will allow for more road paving to occur. Currently the 2024 284 Agreement includes the following roads:

Willard Drive	Michaelangelo Drive
Pico Drive	Raphael Court
Sugarbush Road	Devon Court
Okemo Court	Essex Court
Walnut Drive	Donswood Court
Archer Drive	Northgate Court
Heath Run	Greenlea Drive
Ashley Drive(and culdesac)	Lexington Drive
Summerlin(partial)	Rolling Brook Drive (partial)
Roseland Court	Rolling Brook Court
Bernini Drive	Briar Patch Court
Sturbridge Court	Lapp Road
Garnsey Road	Dubois Lane
Waite (part. N of tracks)	Maxwell Drive (part.)

For the additional funding we are approving this evening there are many areas that should be considered for paving such as:

Briarfield Drive and neighborhood
Huntwood Drive and neighborhood
The courts in The Oaks that have not been paved
Brittany Oaks and nearby streets
Burning Bush Boulevard and Nearby streets
Pico and nearby streets
Clifton Knolls- Locust, Hemlock, Birchwood & Aspen
Woodcliffe, Woodbine and Glenbrook
Park Lane Estates neighborhood
Sherwood Forest
McIntosh Lane
Cortland Blvd.

RESOLUTION
12

Resolution No. _____ of 2024, a resolution proclaiming Saturday, April 27, 2024, as Arbor Day.

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

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day, April 26th, is now observed throughout the Nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our Town increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; now, therefore, be it

RESOLVED, that the Town Board urges all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and be it further

RESOLVED, the Town Board urges all residents to plant trees to gladden the heart and promote the well-being for future generations; and be it further

RESOLVED, the Town Board does hereby declare Saturday, April 27, 2024 as Arbor Day in the Town of Clifton Park, to support efforts to protect our trees and woodlands.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, March 29, 2024 11:25 AM
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; Walter Smead; Kelly Miller
Subject: New Resolution Request #718

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

Department: Tree Committee
Your Name: Anthony Morelli
Your Email: amorelli@cliftonpark.org
Sponsor: Anthony Morelli
Agenda Session Date: 04/01/2024 ✓
Board Meeting Date: 04/15/2024 ✓
Alternate Date: 04/15/2024
Budget Number: n/a
Budget Description: No budget impact
Amount: 0
Brief Description: Declare April 27, 2024 as Arbor Day in Clifton Park
Add Supporting Docs:
Additional Comments/Details: n/a
Agree to Terms: Agree

[unsubscribe](#)

RESOLUTION
13

Resolution No. _____ of 2024, a resolution authorizing the purchase of two (2) plow trucks for Town lands and Highway Department purposes from “Piggy Back” Contract through Sourcewell Contract #080818-HPI.

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

WHEREAS, after assessing the needs of the Highway Department, Highway Superintendent, Dahn Bull has recommended the purchase of two trucks with plow body packages for use by the Highway Department per the attached, and

WHEREAS, the prices quoted are extended from the Sourcewell Contract #080818-HPI, under the provisions of New York State General Municipal Law Section 103 of the General Municipal Law which allows one municipality to “piggy-back” off the contracts of another municipality as long as that contract was let in a manner that constitutes competitive bidding consistent with state law and made available for use by other government entities, and

WHEREAS, General Municipal Law Section 103 has been amended to allow the extension of equipment configurations and awarded pricing discounts to all political subdivisions in New York State based upon qualified bid responses to a municipal entity with notice, and

WHEREAS, after reviewing the options available, Dahn Bull has recommended that the pricing from Henderson Products, Inc, Watertown, NY, be accepted for an amount of \$320,130 for each plow truck, and

RESOLVED, that the Highway Department is authorized to purchase two Western Star 47X Trucks with Henderson Plow Body and Plow Package from Henderson Products, Inc., 22686 Fisher Road, Watertown, NY, per the attached quote, and be it further

RESOLVED, that the Clifton Park Town Board hereby authorizes the purchase under Sourcewell Contract #080818-HPI, in an amount not to exceed \$640,260, to be paid through the master municipal lease, terms to be determined.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, March 20, 2024 2:44 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead
Subject: New Resolution Request #696

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

Department: Highway
Your Name: Dahn Bull
Your Email: dbull@cliftonpark.org
Sponsor: D. Bull
Agenda Session Date: 04/01/2024 ✓
Board Meeting Date: 04/15/2024 ✓
Alternate Date: 04/15/2024
Budget Number: A-914
Budget Description: Unassigned General Fund
Amount: \$640,260.00
Brief Description: A resolution ordering two plow trucks from Henderson through Sourcewell Contract #080818-HPI.
Add Supporting Docs:
Additional Comments/Details: Documents are so large they will be emailed.
Agree to Terms: Agree

[unsubscribe](#)



HENDERSON

PRODUCTS, INC.

22686 FISHER ROAD
WATERTOWN, NY 13601
PHONE: 315-785-0994
FAX: 315-785-0146

CUSTOMER QUOTE

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Quote #180390
Rev #27

To: TOWN OF CLIFTON PARK, NY
Attn:
Quote Date: 2/13/2024
Valid Until: 4/13/2024
Sourcewell Contract# 080818-HPI
Sourcewell #: 1
Quoted:
Town of Clifton Park

Quoted By: Mark Kough
Phone: 888-895-2446
Cell: 716-481-6403
Fax: 315-785-0146
Email: mkough@hendersonproducts.com

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

Reversible snow plow

Plow Length: 11' length
Moldboard Trip: Adjustable cutting edge trip - torsion spring
Pushframe Type: Standard Circle Frame with Top Mount Cylinders
Moldboard Height: 42" height
Moldboard Shield: Integral shield
Moldboard Sheet Material: 10GA 201 grade Stainless Steel Moldboard
Adjustable Trip Spring: Adjustable cutting edge trip springs
Hydraulic Cylinders: 4" x 2" x 10" reversing nitrided cylinders
Paint: Henderson Orange
Running Gear Type: Skid Shoes
Skid Shoes, Pair Installed: Mushroom shoes w/ screw jack adjustment
12" Rubber Deflector: Yes, w/ SS Backer
Moldboard Shoes, Pair Installed: Yes
Hitch, Plow Portion: Pin and loop oscillating hitch
Plow Portion Installed on Plow: Yes
Custom Option Fields: Note Custom Details Below
Option 1 Description: Kennametal Carbide cutting edge

Henderson Wing System

WING CONFIGURATION TYPE: HEAVY DUTY
WING SYSTEM: FRONT OF CAB SYSTEM
REAR BRACE LOCATION: REAR BRACE AHEAD OF REAR AXLES
WING SIDE LOCATION: RIGHT HAND SIDE
TRIP TYPE: FULL TRIP MOLDBOARD
WING BRACES: 1 TRIP BRACE, 1 SHOCK BRACE
CUTTING EDGE LENGTH: 11' CUTTING EDGE
MOLDBOARD MATERIAL: 7GA 201SS CURVED MOLDBOARD
MOLDBOARD HEIGHT AND SHAPE: 32" INLET/40" DISCHRG TAPERED
MOLDBOARD DISCHARGE: 6" FLARE ON DISCHARGE W/BEAD
MOLDBOARD BOTTOM ANGLE: 4 X 4 X .75 BOTTOM ANGLE
MOLDBOARD TOP FLANGE: MOLDBOARD BOXED-IN TOP FLANGE
MOLDBOARD ADD ONS: MOLDBOARD CENTER LIFT EYE
FRONT MAST TYPE: 48" LIFT/52" CYL HYD FRNT MAST



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CUSTOMER QUOTE

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FRONT MAST MOUNT: HITCH MOUNT, POWER TILT (NOT INCLUDED)
REAR SUPPORT AND MAST: BELOW TRUCK FRAME REAR SUPT
MOLDBOARD HEEL LIFT: BRACE HEEL LIFT
PAINT: MB STD ORANGE, ALL ELSE BLACK
HEEL LIFT HOLDING VALVE: HEEL LIFT HOLDING VALVE
HEEL LIFT FLOW CONTROLS: HEEL LIFT FLOW CONTROLS
Option 1 Description: Power tilting pin & loop hitch
Option 2 Description: Kememental carbide cutting edge
Option 3 Description: Mailbox cut out
Option 4 Description: 2 addl moldboard shoes

MUNIBody II multi-task body

Discharge Options: Rear discharge only
Doghouse Type: External with 60" headsheet
Body Length: 10' / 11' body length, 36" sides, 48" tailgate
Side Height: 36" High Sides with pockets for 12" boards
Side to Floor Transition: Standard 22 Degree from Horizontal Slope on Sides
Tailgate/Rear Body Style: Standard Rear Discharge Apron 48" Tailgate
Granular Capacity: 6.9 yd Sides 9.8 yd Ends
Sides / Ends: Optional 304SS sides, ends
Floor: 1/4" AR400
Rear Apron / Bolsters: 304 Stainless Steel
Tailgate Bracing: 304 Stainless Steel
Body Hinge Type: Greaseless Composite Bushing Hinge Blocks (I)
Body Hinge Paint: Yes, Rear Hinge Painted @ Factory
Conveyor speed sensor: Conveyor speed sensor
Conveyor Motor and Gearcase Location: Rear Mounted Motor and Gearcase
Double Conveyor Cross Bars: Yes
3/16" AR 400 Steel Conveyor Cover: Yes, shipped loose
Underbody Pans, 304 SS: Yes
Lighting Package: Standard lights
Extra Light Holes in Rear Bolster: Two extra light holes in each bolster
Drivers Side Fender: Standard Dirt Shedding Fenders
Passengers Side Fender: Standard Dirt Shedding Fenders
Option 1 Description: FF Munibody w 44 in. sides ilo 36in.
Option 2 Description: 201 Stainless InLiou of 304
Option 3 Description: 22in.x90in. CS w/ Tarp, 4 LT Holes - 4FWD, 1 EACH SIDE
Option 4 Description: Pull out ladder with fixed upper
Option 5 Description: DA Hoist
Option 6 Description: Full width cradle
Option 7 Description: Deduct light kit and tailgate air valve
Option 8 Description: Side facing Obround light holes

Installation Workup

Facility: IDC-NY



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PRODUCTS, INC.

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Chassis Delivery To Henderson: **Truck Dealer/Customer Delivers**
Completed Truck Delivery Method: **Henderson Delivers (161-250 miles)**
Chassis Make: **Westernstar**
Chassis Model Yr: **2025**
Chassis Model: **47X**
Front Axle Rating: **20,000**
Rear Axle Rating: **30,000**
Front Frame Ext?: **Yes**
Frnt Frame Ext Type: **Full**
Front Frame Wall: **Single Wall**
Front Frame Width: **42"**
Pump Location: **Front Mount Pump (REQUIRES FRONT CRANKSHAFT PROVISION)**
Transmission Type: **Automatic**
Transmission Model: **Allison Transmission**
Chassis Options 1: **TRE**
Chassis Options 2: **PDI**

Hitch Type: **Power Tilt Hitch**
Mount Type: **Engineered Truck Hitch (sales to order hitch w/ unit)**
Front Bumper: **OEM Bumper Cut and Split**

Front Plow Type: **Standard Henderson Plow**
Rubber Deflector Install: **Supplied by factory, no IDC installation**
Running Gear Install: **Supplied/Installed @ Factory (sales to order w/ unit)**
Moldboard Shoes Install: **Supplied/Installed @ Factory (sales to order w/ unit)**

Wing Type: **Install HWS Patrol Wing (non-extendable)**
Wing Stop: **Yes (factory supplied)**
Mldbrd Shoe(s) Install (Wing): **Supplied/Installed @ Factory (sales to order w/ unit)**

Dump Body Type: **Munibody II (Std/FF)**
Floor Length: **10ft Floor Length**
Hoist Type: **Tele Trun Hoist, Ext Dhouse, add's 1' overall**
Cylinder Type: **Double Acting**
Discharge Type: **Rear Discharge Only**
Body Material (Sides/ends): **Stainless Steel Type Body Material**
Tailgate Release Type: **IDC Supplied manual air over air valve**
Pressure Protection Valve: **Direct to air tank valve (All except Int, Mack & Volvo)**
Cabshield Install: **Supl'd by fact, welded to body @ IDC, sales to order w/ unit**
Step(s): **Supplied and install @ IDC (select from step options below)**
Step QTY: **2**
Step 1 Type: **SS Serrated 18" Step (For Flat Surface)**
Step 1 Location: **Driver Side Front, inside**
Step 2 Type: **SS Serrated 18" Step (For Flat Surface)**
Step 2 Location: **Driver Side Front, inside**
Grab Handle(s): **(1) IDC supplied/installed grab handle (select type below)**
Grab Handle 1 Type: **SS 12" grab handle**



HENDERSON

CUSTOMER QUOTE

PRODUCTS, INC.

22686 FISHER ROAD
WATERTOWN, NY 13601
PHONE: 315-785-0994
FAX: 315-785-0146

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Ladder(s): Supplied by factory, Install @ IDC (sales to order w/ unit)
Ladder Install QTY (Dump): (1) LADDER INSTALLED @ IDC (LABOR ONLY)
Ladder Install Style (Dump) 1: 3 Step Pull Out
Ladder Install Loc 1 (Dump): Driver Side Front
Shovel Holder: (1) IDC Supl'd Spring Loaded SS Shovel Holder w/ SS brckt
Shovel Holder Loc (1): Driver side headsheet
Tarp Brand: US Tarp (order 86" c/s if using integral shield)
Tarp System: Electric Tarp, Straight Arms, w/o Wind Deflector
Tarp Material: Black Vinyl (Asphalt rated)
Tarp Length: 13' Body Length or Shorter (BV, US)

Body Spec Notes:

Chassis Accessories: Yes (SELECT RELATED OPTIONS BELOW)

Mudflaps (Rear): Swinging w/Logo
Mudflap Type (Rear): 36" Swinging, SS (with LOGO)
Rear Center Mount Flaps: Swinging, SS (LOGO)
Mudflaps (Front): Body Mounted w/Logo
Mudflap Type (Front): Body Mounted Rubber, SS, w/ anti-sail brackets W/ LOGO
Pintle Plate: Yes (select from options below)
Pintle Plate Configuration: 3/4" Plate, 25T, No Lights (w/3LTC)
Pintle Plate D-Rings: Qty (2) 3/4" D-rings
Pintle Hook: 25 Ton, Swivel Type
Glad Hands: Glads, Swing, 90 deg, Serv & Emerg, built in dust covers, Pr
Trailer Plug (1): Remount OEM Trailer Plug (QTY 1)
Trailer Plug (2): 7 Pin Trailer Plug, Truck end 7-Way RV, new style (municipal)
Auto Tire Chains: OnSpot Chains
Truck Wash: Complete Truck Wash/Clean/Vac 1
Warranty: Standard 1 Year Warranty
Inspection: Walk-around meeting only
Reflective Tape: Reflective Tape, Henderson Logo (60' Linear)

Electrical: Yes (SELECT RELATED OPTIONS BELOW)

Power Distribution Panel: Power Distribution Panel
Plow Lights: Plow Lts, ABL, Heated
Plow Light Brackets: IDCNY Trucklite/ABL Brkt Short pr (2 short)
Mirrors: Spot mirror, 8.5" Convx, CNTR MNT, Heated (RH each, w/ mount)
Front Wing Mast Spotlight: LED, Spot Light (500-2000 Lumens, Clear, Each, ABL)
Worklight(s) QTY: (QTY 4) Work Lights (Select type below)
Worklight (1) Type: Flood Light, ABL, 500-850 Lumen LED
Worklight (1) Gen Location: Rear of Wing
Worklight (2) Type: Flood Light, ABL, 500-850 Lumen LED
Worklight (2) Gen Location: Rear Spinner
Worklight (3) Type: Flood Light, ABL, 500-850 Lumen LED
Worklight (3) Gen Location: On rear of body
Worklight (4) Type: Flood Light, ABL, 500-850 Lumen LED
Worklight (4) Gen Location: On rear of body
Cabshield Warning Light Qty: Qty 6 Lights (Order Holes with Unit)



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WATERTOWN, NY 13601
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FAX: 315-785-0146

CUSTOMER QUOTE

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Cabshield Warning Lights: QTY 6, 6" LED Oval Strobes, Amber (order holes w/unit)
Cabshield Lighting Harness: Cabshield Warning Lights Only (qty 2-6)
Rear Dump Bolster (S/T/T): LED S/T/T, kit (NY/NJ) (order holes)
Rear Dump Bolster (Back-up): B/U Lights, LED, Clear, Oval, pair (Order holes with body)
Rear Dump Bolster Strobes: 6" LED Oval Strobes, Amber, 2 PR, (order holes w/unit)
Back up alarm: Chassis supplied, no modification required
Brake controller: Brake Controller, Voyager Brake Controller
License Plate Lights: IDC Supplied License Plate Light Gray Housing
Backbone & Wire Standoffs: 10' Backbone (For SA)
Camera: RVS
Camera Kit: Camera Sys, 7" LED Scrn, 2 Camera
Electrical Install Opt 1: Addl RVS camera
Electrical Install Opt 2: 2 green strobes in cabshield
Electrical Install Opt 3: Proxy body up switch
Electrical Install Opt 4: Side facing green strobe light

Electrical Spec Notes:

Hydraulics: Full Hydraulic Package
Hyd Supplier: Force America (Select Pkg Below)
Hyd Supplier (Spec): Force QT001-1342989-2
Controls Type: Air Controls
Reservoir Type: 30 Gal Integral Reservoir & Enclosure, SS
Low Oil Shut Down: Yes, included in Hyd Pkg
Low Oil Indicator: Yes, included in Hyd Pkg
Return Filter: Return Filter Kit
SS Tubing Upgrade: SA, F&R lines, 6' Frnt, 9' Rr
Quick Coupler Upgrade: Stainless Steel Quick Couplers
Front Plow Rev Q-Coup Upg: (2PR) Frnt Plow Rev Q-Coupler
Wing Heel Q-Coup Upg: (2PR) Wing Heel Q-Coupler (SW)
Spinner Q-Coup Upg: (2PR) Spinner Q-Coupler (1S)

Hydraulics Notes:

Force front mounted pump with automatic shutdown. Force 5100ex closed loop spreader controller
Air controls mounted on swivel pedestal

Chassis Info

CHASSIS DETAILS:

2025 Western star 47X per attached specifications





HENDERSON

PRODUCTS, INC.

22686 FISHER ROAD
WATERTOWN, NY 13601
PHONE: 315-785-0994
FAX: 315-785-0146

CUSTOMER QUOTE

Page 6
Quote #180390
Rev #27

Total package price: \$335,804.00
Total package w/applicable 10% Sourcewell discount: \$316,568.00
Freight: \$3,563.00
Single package total: \$320,130.00
Package(s) : 1
Total: \$320,130.00*

**10% Sourcewell discount applies to all equipment and installation only.

Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.

Signed: _____ Date: _____

Quote notes:



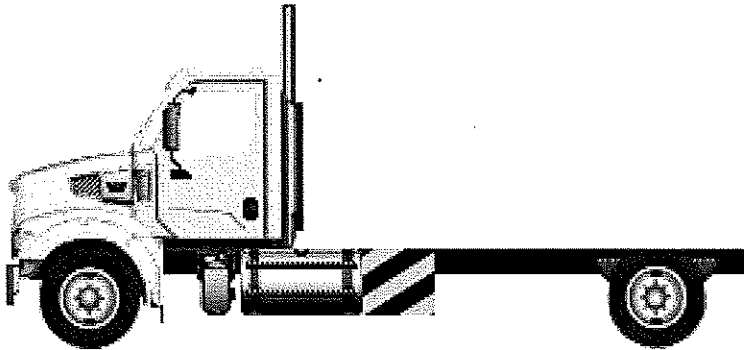
Prepared for:
Mark Kough
HENDERSON EQUIPMENT BB
1085 SOUTH THIRD STREET
MANCHESTER, IA 52057
Phone: 563-927-2828

A proposal for
HENDERSON EQUIPMENT BB

Clifton Park

Feb 08, 2024

Western Star 47X



Components shown may not reflect all spec'd options and are not to scale

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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-28X	WST 47X/49X PRL-28X (EFF:MY25 ORDERS)		
Data Version			
DRL-027	SPECPRO21 DATA RELEASE VER 027		
Vehicle Configuration			
001-470	WESTERN STAR 47X	9,050	6,525
004-225	2025 MODEL YEAR SPECIFIED		
002-003	SET FORWARD AXLE - TRUCK	-480	480
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
99D-019	CARB EMISSIONS CERTIFICATION NOT FOR INITIAL REGISTRATION IN CALIFORNIA AND CARB OPT-IN STATES -CARB CLEAN IDLE (6X4 INCH LABEL ON LOWER FORWARD DRIVER DOOR)		
AF2-998	NONE		
A85-011	CONSTRUCTION SERVICE		
A84-1CO	CONSTRUCTION BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A5	WESTERN STAR VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs		

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Data Code	Description	Weight Front	Weight Rear
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 30000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 48000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 0.0 lbs		
Truck Service			
AA3-018	FRONT PLOW/END DUMP BODY		
AF3-1W0	HENDERSON		
Tractor Service			
AA2-005	FLATBED TRAILER		
AH6-001	SINGLE (1) TRAILER		
Engine			
101-3BU	CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-FT @ 1200 RPM	-850	-70
Electronic Parameters			
79A-071	71 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79U-002	PTO GOVERNOR RAMP RATE - 50 RPM PER SECOND		
79W-024	CRUISE CONTROL BUTTON PTO CONTROL		
80G-014	PTO MINIMUM RPM - 650		
80S-004	PTO 1, DASH SWITCH, ENGAGE WHILE DRIVING		
80V-002	ENGINE MOUNT PTO, DASH SWITCH ENGAGES PTO MODE, DRIVING OPERATION		
Engine Equipment			
99C-124	EPA 2010 GHG 2024/CARB 2024 ULTRALOW NOX CONFIGURATION		
13E-001	STANDARD OIL PAN		
105-015	OIL FILL AND DIPSTICK LOCATED FOR ENHANCED SERVICEABILITY		
014-111	SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED AIR CLEANER, WITH INSIDE/OUTSIDE AIR AND SNOW DOOR		
124-105	LN 12V 170 AMP AVI 160 PAD MOUNT ALTERNATOR		

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Data Code	Description	Weight Front	Weight Rear
292-222	(3) DTNA GENUINE, HIGH TEMP AGM STARTING AND CYCLING, MIN 2775CCA, 570RC, THREADED STUD BATTERIES		
290-1AC	PASSENGER SEAT BATTERY BOX VENTED TO OUTSIDE OF CAB		
282-013	BATTERY BOX MOUNTED UNDER PASSENGER SEAT		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-006	PLASTIC BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-1AN	C-BRAKE BY JACOBS WITH HIGH MED LOW BRAKE WITH BRAKE LAMPS	80	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE		
28F-015	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH		
239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK	9	3
23Z-005	UNPOLISHED ALUMINUM WST DIESEL EXHAUST FLUID TANK COVER		
43X-001	LH HEAVY DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		

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Data Code	Description	Weight Front	Weight Rear
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
122-1H4	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND 12 VOLT PREHEATER	10	
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-109	1400 SQUARE INCH VOCATIONAL RADIATOR WITH PROTECTION PACKAGE	20	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20	
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45	

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	-230	-130
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-020	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 3, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		

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Data Code	Description	Weight Front	Weight Rear
84E-014	S2 PERFORMANCE 2 PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84F-030	FIXED 2 SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-013	2100 RPM PRIMARY MODE SHIFT SPEED		
84H-013	2100 RPM SECONDARY MODE SHIFT SPEED		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
85E-009	MAXIMUM ENGINE SPEED FOR PTO ENGAGEMENT 900 RPM		
85F-034	MAXIMUM ENGINE SPEED FOR PTO OPERATION 2000 RPM		
85G-009	MAXIMUM OUTPUT SPEED FOR PTO ENGAGEMENT 250 RPM		
85H-159	MAXIMUM OUTPUT SPEED FOR PTO OPERATION 4000 RPM - ALLISON 5TH GEN TRANSMISSIONS		
353-076	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH BLUNTCUTS		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-078	HEAVY DUTY ELECTRONIC TRANSMISSION SHIFT CONTROL, COLUMN MOUNTED		
370-006	WATER TO OIL TRANSMISSION COOLER		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1AC	MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	240
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS	20
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10

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Data Code	Description	Weight Front	Weight Rear
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		
408-016	STEMCO SERIES 340/343/346 TRADITIONAL ALUMINUM FRONT HUB CAPS WITH WINDOW AND RED VENT PLUGS - OIL		
405-017	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS W/ SINGLE PIN CLEVIS		
536-105	DUAL HIGH CAPACITY POWER STEERING GEARS, BENDIX 20-23K	80	
534-003	4 QUART POWER STEERING RESERVOIR	5	
533-001	OIL/AIR POWER STEERING COOLER	5	
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		

Front Suspension

620-006	20,000# FLAT LEAF FRONT SUSPENSION	250	
619-002	THREADED SPRING PINS AND BUSHINGS - FRONT SUSPENSION		
62G-015	AUXILIARY AIR SPRING ON RIGHT SIDE FOR PLOW APPLICATIONS	25	
410-998	NO FRONT SHOCK ABSORBERS	-30	

Rear Axle and Equipment

420-024	RS-30-185 30,000# U-SERIES SINGLE REAR AXLE		-1,990
450-014	WEBB IRON REAR HUBS		20
421-538	5.38 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-011	SPL170 XL DANA SPICER MAIN DRIVELINE WITH HALF ROUND YOKES	-50	-50
388-998	NO INTERAXLE (#3) DRIVELINE		
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH		
423-010	MERITOR 16.5X7 P CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES		20
433-002	NON-ASBESTOS REAR BRAKE LINING		

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Data Code	Description	Weight Front	Weight Rear
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-018	WEBB CAST IRON REAR BRAKE DRUMS		50
425-002	REAR BRAKE DUST SHIELDS		5
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		-20
428-031	HALDEX AUTOMATIC REAR SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		
Rear Suspension			
622-1DF	30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		200
621-114	8.5 INCH NOMINAL RIDE HEIGHT (430MM GLOBAL REFERENCE HEIGHT)		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
623-005	FORE/AFT CONTROL RODS		
439-998	NO REAR SHOCK ABSORBERS		-30
Pusher / Tag Equipment			
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS		
Brake System			
* 490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER		
479-015	AIR DRYER FRAME MOUNTED		
460-007	ALUMINUM AIR BRAKE RESERVOIRS	-10	-15
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
485-019	QUICK DISCONNECT FITTING W/HOSE FOR TIRE INFLATION KIT NEAR LH CAB ENTRY DOOR	2	
Trailer Connections			
914-025	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND DUST COVERS		

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Data Code	Description	Weight Front	Weight Rear
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		

Wheelbase & Frame

545-102	4590MM (181 INCH) WHEELBASE, SFA ONLY		
546-106	13.0MM X 87.0MM X 311.0MM STEEL FRAME (0.51X3.43X12.24 INCH) 120 KSI	120	410
552-055	2300MM (91 INCH) REAR FRAME OVERHANG		
55W-009	FRAME OVERHANG RANGE: 91 INCH TO 100 INCH	-80	290
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	120	
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 99.21 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 323.91 in		
ZF1-99D	FRAME HEIGHT TOP FRONT UNLADEN : 44.68 in		
ZF2-99D	FRAME HEIGHT TOP FRONT LADEN : 40.7 in		
ZF3-99D	FRAME HEIGHT TOP REAR UNLADEN : 42.97 in		
ZF4-99D	FRAME HEIGHT TOP REAR LADEN : 40.09 in		
553-001	SQUARE END OF FRAME		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-015	STANDARD CAST ALUMINUM CROSSMEMBER BACK OF TRANSMISSION		
562-063	STANDARD CAST ALUMINUM MIDSHIP		
572-078	HEAVY DUTY REAR C-CHANNEL CROSSMEMBER, NON-TOWING		70
565-001	STANDARD SUSPENSION CROSSMEMBER		20
568-015	HEAVY DUTY REAR SUSPENSION CROSSMEMBER		30

Chassis Equipment

025-001	UNPOLISHED ALUMINUM WST EQUIPMENT COVERS		
5CF-001	CLEAR FRAME SPACE REQUESTED		
556-142	PAINTED STEEL 3/16 INCH (7GA) VOCATIONAL BUMPER	40	
558-065	FRONT TOW HOOKS - FRONT FRAME EXTENSION MOUNTED		
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
551-002	HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS		

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Data Code	Description	Weight Front	Weight Rear
44Z-005	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE, SECONDARY COVERING, & CONNECTOR PROTECTION		
924-007	LEFT HAND SIDE HEAVY DUTY BRACKETS REQUIRED		
928-007	RIGHT HAND SIDE HEAVY DUTY BRACKETS REQUIRED		
Fuel Tanks			
204-154	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH	10	
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-007	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
213-001	INSULATION FOR FUEL LINES	2	
Tires			
093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
* 094-0GR	MICHELIN XDN2 12R22.5 16 PLY RADIAL REAR TIRES		100
Wheels			
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
505-1BH	ACCURIDE 29169 22.5X8.25 10-HUB PILOT 5-HAND HD STEEL DISC REAR WHEELS		44
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
498-011	NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES		
Cab Exterior			
829-053	111.6 INCH BBC CONVENTIONAL ALUMINUM CAB		
82A-028	STAINLESS STEEL CAB ACCENT MOLDING		
667-001	FRONT FENDERS		
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10	

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Data Code	Description	Weight Front	Weight Rear
678-068	SAFETY YELLOW INTERIOR GRAB HANDLES WITH ADDED LOWER LH AND RH A PILLAR GRAB HANDLES AND LH AND RH EXTERIOR NON-SLIP GRAB HANLDES		
65X-010	BRIGHT HOOD MOUNTED AIR INTAKE GRILLE, BLACK SCREEN, WITH LED ACCENT LIGHTS		
640-016	X-SERIES STEEL REINFORCED ALUMINUM CAB		
644-049	X-SERIES VOCATIONAL HOOD WITH ACCESS HATCH	10	
67U-001	HOOD OPENING ASSIST WITH LOCKING STRUT		
652-016	WESTERN STAR NAMEPLATES		
727-012	DUAL HADLEY SD-978 26 INCH RECTANGULAR AIR HORNS		
726-002	DUAL ELECTRIC HORNS		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
327-064	DUAL AMBER LED CLASS I STROBE LIGHTS WITH STAINLESS STEEL BRACKETS ABOVE CAB DOORS	20	
312-095	DUAL STAGE INTELLIGENT LED HEADLIGHTS WITH HEATED LENS SYSTEM		
302-073	VISOR MOUNTED LED MARKER LIGHTS		
314-824	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER		
311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS		
294-1AY	INTEGRAL LED STOP/TAILO/BACKUP LIGHTS		
300-043	LED SIDE TURN SIGNAL		
744-106	C-BAR MIRROR SYSTEM WITH DUAL HEATED MIRRORS WITH INTEGRAL HEATED CONVEX, DUAL REMOTE, STAINLESS STEEL BACK COVER, AND BLACK C-BAR		
796-001	102 INCH EQUIPMENT WIDTH		
743-209	LH AND RH CONVEX MIRRORS INTEGRAL WITH PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-098	UNPOLISHED ALUMINUM WST AFTERTREATMENT SYSTEM COVER		
764-020	STAINLESS STEEL EXTERIOR SUN VISOR WITH INTEGRAL MARKER LIGHTS	16	
768-065	HIGH VISIBILITY 3-PIECE SOLAR TINTED REAR WINDOW, (1) 31 INCH X 20 INCH SOLAR TINTED REAR WINDOW, (2) 9 INCH X 20 INCH	20	

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Data Code	Description	Weight Front	Weight Rear
663-019	1-PIECE ROPED-IN SOLAR GREEN GLASS WINDSHIELD		
659-006	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR		
Cab Interior			
055-015	X-SERIES BASE INTERIOR TRIM LEVEL PACKAGE		
707-1C3	CHARCOAL BLACK VINYL BASE LEVEL INTERIOR		
70K-016	CARBON WITH BASE BLACK ACCENT		
772-035	BLACK MATS WITH ADDED FLOOR HEAT AND NOISE INSULATION		
785-032	(1) DASH MOUNTED POWER OUTLETS AND (1) DUAL USB CHARGING OUTPUT		
691-001	FORWARD ROOF MOUNTED CONSOLE		
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS		
741-015	(2) COAT HOOKS ON BACKWALL OF CAB		
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
742-028	THERMOS HOLDER INBOARD OF DRIVER SEAT		
720-035	2-1/2 LB. FIRE EXTINGUISHER MOUNTED INBOARD OF DRIVER SEAT	5	
170-045	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY		
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER		
739-034	PREMIUM INSULATION		
324-1B2	PREMIUM LED CAB LIGHTING		
787-998	NO SECURITY DEVICE		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-002	KEY QUANTITY OF 2		
655-028	LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION		
64C-003	BLACK DOOR HANDLES		
722-028	TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10	
756-1J6	PREMIUM 2.0 HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	20	

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 Phone: 563-927-2828

Data Code	Description	Weight Front	Weight Rear
760-294	BATTERY BOX MID BACK NON SUSPENSION PASSENGER SEAT		
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS		
758-135	BLACK MORDURA CLOTH DRIVER SEAT COVER WITH EMBROIDERED LOGO		
761-138	BLACK MORDURA CLOTH PASSENGER SEAT COVER WITH NO LOGO		
763-1AB	3 POINT HIGH VISIBILITY ORANGE ADJUSTABLE D-RING RETRACTOR DRIVER AND FIXED D-RING RETRACTOR PASSENGER SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

185-004	STANDARD FOOT PEDAL SYSTEM		
106-002	ELECTRONIC ACCELERATOR CONTROL		
870-001	BLACK GAUGE BEZELS		
734-018	STANDARD CENTER INSTRUMENT PANEL		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-021	87 DB TO 112 DB SELF-ADJUSTING BACKUP ALARM		3
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
339-007	AUXILIARY POWER DISTRIBUTION MODULE FOR TEM USE, AUXILIARY EVAULT MOUNTED, CIRCUIT BREAKER PROTECTED		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
160-045	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR WITH DUST CAP LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		

Prepared for:
 Mark Kough
 HENDERSON EQUIPMENT BB
 1085 SOUTH THIRD STREET
 MANCHESTER, IA 52057
 Phone: 563-927-2828

Data Code	Description	Weight Front	Weight Rear
148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
854-998	NO ENGINE OIL TEMPERATURE GAUGE		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
736-998	NO OBSTACLE DETECTION SYSTEM		
73K-998	NO SIDE OBJECT DETECTION SYSTEM		
72J-998	NO DR ASSIST SYSTEM		
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
35M-011	QUICKFIT PROGRAMMABLE INTERFACE MODULE + (4) 20 AMP FUSED RELAYS	10	
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939		
747-001	DASH MOUNTED RADIO		
750-041	STANDARD SPEAKER SYSTEM		
753-998	NO AM/FM RADIO ANTENNA		
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
751-001	SINGLE REMOTE SPEAKER WITH LEAD FOR 2-WAY RADIO		
752-004	SINGLE FIBERGLASS LH MIRROR MOUNTED CB ANTENNA WITH BRACKET AND LEAD		
75W-001	HEADLINER MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, GNSS/GPS		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		

Prepared for:
 Mark Kough
 HENDERSON EQUIPMENT BB
 1085 SOUTH THIRD STREET
 MANCHESTER, IA 52057
 Phone: 563-927-2828

Data Code	Description	Weight Front	Weight Rear
812-032	ELECTRONIC 2500 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
8D1-305	5 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
329-133	FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO BETWEEN SEATS, BLUNTCUT		
4C1-025	HARDWIRE SWITCH #1, ON/OFF LATCHING, 20 AMPS IGNITION POWER		
4C2-011	HARDWIRE SWITCH #2,ON/OFF LATCHING, 30 AMPS IGNITION POWER		
4C3-017	HARDWIRE SWITCH #3,ON/OFF LATCHING, 10 AMPS BATTERY POWER		
4C4-016	HARDWIRE SWITCH #4, ON/OFF LATCHING, 20 AMPS IGNITION POWER		
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY		
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE	2	
842-006	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
48H-004	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH BLUNTCUTS		
* 4CH-004	4 EXTRA PROGRAMMABLE SWITCHES/INDICATORS		
	\$A1A0000ZZ,A1B0000ZZ,A1C0000ZZ,A1D0000ZZ		
48C-004	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH BLUNTCUTS		

Design

* 065-000 PAINT: ONE SOLID COLOR

Color

* 980-U20 980-U20 CAB COLOR A: L0141EY ORANGE ELITE EY

Prepared for:
 Mark Kough
 HENDERSON EQUIPMENT BB
 1085 SOUTH THIRD STREET
 MANCHESTER, IA 52057
 Phone: 563-927-2828

Data Code	Description	Weight Front	Weight Rear
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-5A1	BUMPER PAINT: L0001EY BLACK ELITE EY		

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
---------	---

Secondary Factory Options

998-001	CORPORATE PDI CENTER IN-SERVICE ONLY
---------	--------------------------------------

Raw Performance Data

5MA-500	CFS,RH,OB,#1,START 0" BOC
5MB-036	CFS,RH,OB,#1, 36" LONG

T O T A L V E H I C L E S U M M A R Y

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight [†]	8655 lbs	5995 lbs	14650 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight [†]	8655 lbs	5995 lbs	14650 lbs

Dealer Installed Options

		Weight Front	Weight Rear
002	HEATED ELEMENT FOR WINDSHIELD	0	0
Total Dealer Installed Options		0 lbs	0 lbs

(+) Weights shown are estimates only.
 If weight is critical, contact Customer Application Engineering.

Prepared for:

Mark Kough
HENDERSON EQUIPMENT BB
1085 SOUTH THIRD STREET
MANCHESTER, IA 52057
Phone: 563-927-2828

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



LINE HAUL APPLICATIONS

THE MICHELIN® XDN®2 TIRE

All weather premium drive tire optimized for exceptional traction and mileage in line haul applications.

Line Haul	Regional	Urban	On/Off Road
<input checked="" type="checkbox"/> Recommended	<input type="checkbox"/> Acceptable		



www.michelintruck.com



MICHELIN

THE MICHELIN® XDN®2 TIRE

All weather premium drive tire optimized for exceptional traction and mileage in line haul applications.

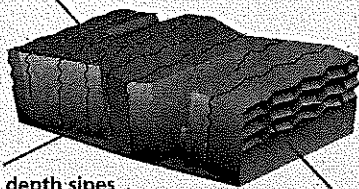
Exceptional Mileage –

Long tread life

- Next-generation application specific compounds
- Unique tread design
- Wide open shoulder grooves
Tread life and traction

Matrix Siping

Matrix sipes provide inter-locking action which offers excellent traction and even wear.



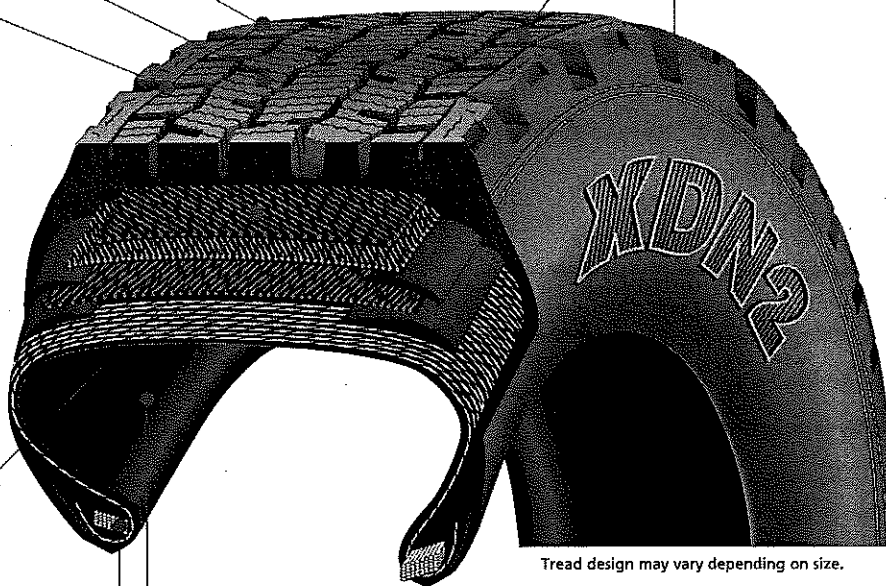
Full depth sipes help provide excellent traction throughout the life of the tread.

Zig-Zag groove walls help provide optimized biting edges and excellent water and snow evacuation.

Exceptional Handling –

Excellent traction and stability

- Wide open shoulder grooves
Traction and tread life
- Matrix siping technology
Traction and stability
- Extra-wide tread



Tread design may vary depending on size.

Extended Casing Life –

Longer life and retreadability

- Full-width elastic protector ply
- Rectangular bead bundle
- Reduces heat and fatigue
- Michelin exclusive
- Enhanced inner liner
- Robust bead area

Size	Load Range	Catalog Number	Tread Depth	Max. Speed (*)	Loaded Radius		Overall Diameter		Overall Width (‡)		Approved Wheels (Measuring wheel listed first.)	Min. Dual Spacing		Revs Per Mile	Max. Load and Pressure Single				Max. Load and Pressure Dual			
					32nds	mph	in.	mm	in.	mm		in.	mm		in.	mm	in.	mm	lbs.	psi	kg	kPa
11R22.5 (1)	G	72805	27	75	19.5	495	41.7	1060	11.2	284	8.25, 7.50	12.5	318	496	6175	105	2800	720	5840	105	2650	720
11R22.5 (1)	H	64321	27	75	19.5	495	41.7	1060	11.2	284	8.25, 7.50	12.5	318	496	6610	120	3000	830	6005	120	2725	830
12R22.5 (1)	H	51753	27	75	20.0	508	42.9	1089	11.3	287	8.25, 9.00	13.2	335	483	7390	120	3350	830	6780	120	3075	830
275/80R22.5 (1)	G	63465	27	75	18.9	481	40.6	1030	11.0	279	8.25, 7.50	12.2	311	511	6175	110	2800	760	5675	110	2575	760
315/80R22.5 (2,3)	L	04355	28	75	20.0	507	43.1	1094	12.5	317	9.00, 9.75	13.8	351	486	9090	130	4125	900	8270	130	3750	900
11R24.5 (1)	H	87129	27	75	20.5	522	43.8	1112	11.2	284	8.25, 7.50	12.5	318	473	7160	120	3250	830	6610	120	3000	830
275/80R24.5 (1)	G	75684	27	75	19.6	497	41.8	1061	10.6	270	8.25, 7.50	12.2	311	495	6175	110	2800	760	5675	110	2575	760

Note: Wheel listed first is the measuring wheel.

(1) MICHELIN® XDN®2 tread design (non-directional).

(2) MICHELIN® XDN®2 Grip tread design (directional).

(3) Not approved for use with an 8.25 wheel.

(*) Exceeding the lawful speed limit is neither recommended nor endorsed.

(‡) Overall widths will change 0.1 inch (2.5 mm) for each 1/4 inch change in wheel width. Minimum dual spacing should be adjusted accordingly.

MICHELIN® tires and tubes are subject to a continuous development program. Michelin North America, Inc. reserves the right to change product specifications at any time without notice or obligations. MNA, Inc. continually updates its product information to reflect any changes in industry standards. Printed material may not reflect the current Load and Inflation information. Please visit www.michelintruck.com for the latest product information. The actual load and inflation pressure used must not exceed the wheel manufacturer's maximum conditions. Never exceed a wheel manufacturer's limits without permission from the component manufacturer.

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RESOLUTION
14

Resolution No. _____ of 2024, a resolution authorizing the Highway Superintendent to purchase a new 721G Case Front End Loader, and declare equipment as Surplus.

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

WHEREAS, the Superintendent of Highways would like to purchase a 2024 721G Case Front Loader, replacing the current 2006 John Deere 624J Front End Loader, and,

WHEREAS, pursuant to General Municipal Law Sec. 103 the Highway Department held a sealed bid opening on February 27, 2024, in the Clifton Park Town Clerks Office, at 3:00 PM, where two vendors provided bids as seen below,

Vendor	Unit Price	Trade-In	Forks	Total
Monroe Tractor	\$227,000.00	\$43,000.00	\$12,272.00	\$196,272.00
Milton CAT	\$229,432.32	\$35,000.00	\$4,100.00	\$198,532.32

and,

WHEREAS, the Superintendent of Highways recommends the purchase of the lowest qualified bidder, Monroe Tractor, for the 2024 721G Case Front End Loader, now, therefore be it,

RESOLVED, that the Town Board Approve the purchase of a 721G Case Front End Loader for the price of \$227,000.00, and attachments for \$12,272.00, from the Line DA-5130-219, Equipment, from Monroe Tractor, Latham, New York, and be it further,

RESOLVED, that the Highway Department Unit #17, the 2006 John Deere 624J Front End Loader, is surplus property and the Highway Superintendent is authorized to trade it in for the trade value offered in order to reduce the total cost of the Case Front End Loader and attachments to \$196,272.00.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, March 21, 2024 10:39 AM
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; Walter Smead
Subject: New Resolution Request #697

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

Department: Highway

Your Name: Dahn Bull

Your Email: dbull@cliftonpark.org

Sponsor: D. Bull

Agenda Session Date: 04/01/2024 ✓

Board Meeting Date: 04/15/2024 ✓

Alternate Date: 04/15/2024

Budget Number: DA-5130-219

Budget Description: New Equipment/Vehicles

Amount: \$196,272.00

Brief Description: Resolution No. of 2024, a resolution authorizing the Highway Superintendent to purchase a new 721G Case Front End Loader, and Surplus equipment.

Introduced by , who moved its adoption, seconded by .

WHEREAS, the Superintendent of Highways would like to purchase a 2024 721G Case Front Loader, replacing the current 2006 John Deere 624J Front End Loader, and,

WHEREAS, pursuant to General Municipal Law Sec. 103 the Highway Department held a sealed bid opening on February 27, 2024, in the Clifton Park Town Clerks Office, at 3:00 PM, where two vendors provided bids as seen below,

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Monroe Tractor \$227,000.00 \$43,000.00 \$12,272.00 \$196,272.00

Milton CAT \$229,432.32 \$35,000.00 \$4,100.00 \$198,532.32

and,

WHEREAS, the Superintendent of Highways recommends the purchase of the lowest qualified bidder, Monroe Tractor, for the 2024 721G Case Front End Loader, now, therefore be it,

RESOLVED, that the Town Board Approve the purchase of a 721G Case Front End Loader for the price of \$227,000.00, and attachments for \$12,272.00, from the Line DA-5130-219, Equipment, from Monroe Tractor, Latham, New York, and be it further,

RESOLVED, that the Highway Department Unit #17, the 2006 John Deere 624J Front End Loader, is surplus property and the Highway Superintendent is authorized to trade it in for the trade value offered in order to reduce the total cost of the Case Front End Loader and attachments to \$196,272.00.

Add Supporting Docs:

[f3714ae17d3af095 Resolution purchasing the Case Front End Loader 2024 final.pdf](#)

[09fcd23533fffc3b New Case Loader Backup Material.pdf](#)

Additional Comments/Details: None at this time.

Agree to Terms: Agree

[unsubscribe](#)

FRONT END LOADER-HWY BID 2/27/24 @ 3PM

Company Name	LOADER	FORK ATTACHMENT
Monroe Tractor	227,000 \$ 184,000 w/ \$43,000 Trade-In	\$ 12,272 *
Milton CAT	\$ 229,432.32 \$ 198,532.32 w/ 35,000 Trade-In	\$ 4,100

**Bid Sheet
Front End Loader**

The undersigned hereby offers to provide and deliver one new Loader (to include training, operation, service/repair and parts manual and standard warranty) in accordance with the terms, conditions and specifications contained in this sealed bid, for the lump sum of:

One Front End Loader: (NEW 721G) \$227,000 –(06 624 Trade) \$43,000 = \$184,000

Manufacturer of Loader Offered: CASE

Model of Loader Offered: 721G

Operating Weight (In Pounds): 33,977lb

Loader Bucket Capacity (in cubic yards): 3.5 Yds

Net Engine Horsepower: NET HP = 179HP PEAK HP = 195HP

Manufacturers Fuel Consumption (per gallon): _____

Maximum Road Speed (in MPH): 23.5 MPH

Fork Attachment: 106" x 72" JRB Forks \$12,272

Length and Cost of Standard Warranty: 3 Years ProCare Warranty and Service Included (See attached) Value over an estimated \$15,000

VENDOR INFORMATION

Company Name: Monroe Tractor Contact: Michael Billow

Phone: (518)806-8918 Email: mbillow@monroetractor.com

QUOTE INFORMATION

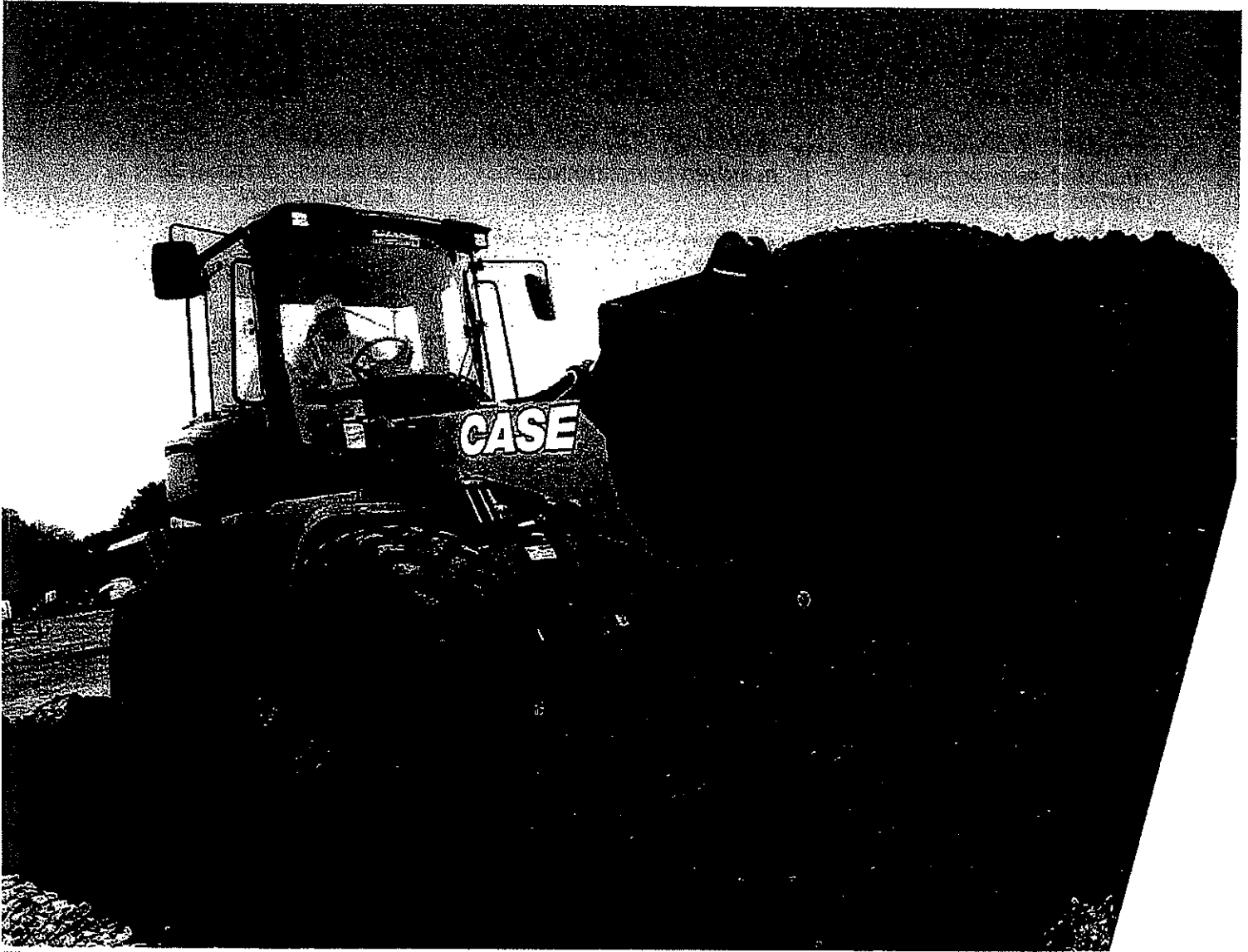
Name of Product: Case 721G2 Plus XR ZBAR T4F

Manufacturer: CASE Cost: (Loader, Forks, ProCare) \$239,272 – (Trade) \$43,000 = \$196,272 *

**SEALED BIDS DUE NO LATER THAN 3:00 PM, FEBRUARY 27, 2024,
TO THE CLIFTON PARK TOWN CLERKS' OFFICE**

CASE

ProCare



CASE ProCare is the industry's most comprehensive and standard-from-the-factory heavy machine support program that's as powerful as the equipment it protects. Best of all, ProCare comes standard on new CASE wheel loaders, excavators, motor graders and dozers and keeps you covered for up to three years. It's the assurance businesses need to stay competitive, productive and profitable.

SINCE 1842



ProCare

THE MOST COMPLETE HEAVY MACHINE SUPPORT PROGRAM IN THE INDUSTRY.



3-YEAR / 3000-HR. FULL-MACHINE FACTORY LIMITED WARRANTY*

The ProCare package starts with industry-leading, comprehensive warranty coverage that frees you to use your CASE equipment like it's meant to be used. So don't hold back, go big. We've got you covered.

- + Industry-leading coverage
- + Worry-free ownership

3-YEAR / 2000-HR. PLANNED MAINTENANCE**

With factory-trained CASE technicians taking care of your scheduled service, you get more than peak performance. You get fixed maintenance costs that help you budget better throughout the life of your machine.

- + Reduced ownership costs
- + Application and technical support
- + Maximized uptime

3-YEAR ADVANCED SITEWATCH™ SUBSCRIPTION

Break the boundaries of fleet management with Advanced CASE SiteWatch telematics. Get real-time performance metrics, idle-time analytics, scheduled maintenance intervals and programmable security alerts sent to any computer, anytime, anywhere.

- + Machine tracking
- + Maintenance reminders
- + Customized reporting

THE PROCARE COMPETITIVE ADVANTAGE.

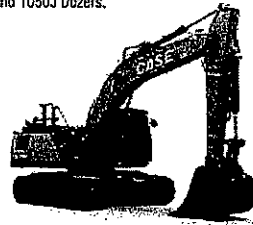
	FACTORY WARRANTY	PLANNED MAINTENANCE	TELEMATICS
CASE ProCare	3-yr / 3000-hr Full-Machine	3-yr / 2000-hr Planned Maintenance	3-yr Advanced CASE SiteWatch Subscription
Caterpillar	1-yr Full-Machine	Optional Feature at Additional Cost	5-yr Product Link
Komatsu	1-yr Full-Machine	3-yr / 2000-hr Planned Maintenance	KOMTRAX Included
Deere	1-yr Full-Machine	Optional Feature at Additional Cost	5-yr WorkSight™
Volvo	1-yr / 2500-hr Full-Machine	Optional Feature at Additional Cost	4-yr CareTrack telematics

*Any competitors' names, brands and/or logos referred to herein are the trademarks of those respective companies.

**ProCare eligible machines purchased prior to September 1, 2019 receive 3-year/3000-hr planned maintenance coverage.

†Not available on 75G and 85G Excavators; 204K, 304K, 244J, 324J, and 344K Wheel Loaders; or 950J and 1050J Dozers. Based on manufacturer published information at the time of print.

CASE ProCare comes standard on new heavy machine orders. See your dealer for availability.



CaseCE.com/ProCare

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Form No. CCE201908PC
Replaces Form No. CCE201902PC

IMPORTANT: CASE Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Availability of some models and equipment builds vary according to the country in which the equipment is used. The illustrations and text may include optional equipment and accessories and may not include all standard equipment. Your CASE dealer/distributor will be able to give you details of the products and their specifications available in your area.



CASE Construction Equipment is biodiesel-friendly.

NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.

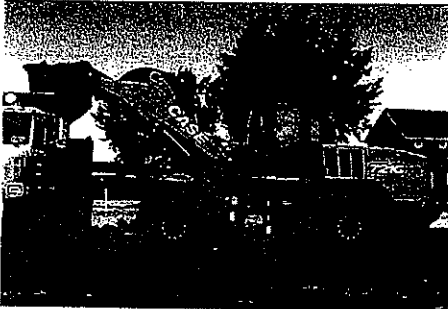


Always read the Operator's Manual before operating equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.



721G

EFFECTIVE APRIL 2021
Z-BAR/XT/IXR WHEEL LOADER
TIER 4 FINAL CERTIFIED



ENGINE

Make	FPT
Model	F4HFE613T
Emissions Certification	Tier 4 Final
Emissions Technology	SCR/DOC
Type	4-stroke, turbocharged and air-to-air cooled
Cylinders	6-cylinder in-line
Bore/Stroke	4.09 x 5.20 in (104 x 132 mm)
Displacement	411 in ³ (6.7 L)
Fuel	#2 Diesel, #1 and #2 mixture permitted for cold temperatures
Fuel injection	Direct injection – electronic
Fuel filter	Replaceable
Fuel pump	Bosch CR/CP3
Gradeability:	
Side-to-side	35°
Fore and aft	35°
Air filter	Dry type elements w/ warning restriction indicator
Mid-mount cooling module w/ auto reversing fan:	Mid-mount Air/Water w/ Lube Oil Cooler
Fan – hydraulic driven:	
Style	8 blade puller
Diameter	32 in (813 mm)
Water pump	Integral
Engine oil pump operating angle ratings:	
Side-to-side	35°
Fore and aft	35°
Oil filtration	Replaceable
Engine speeds	RPM
Rated – full load	2000
Horsepower – Maximum Power:	
Peak gross @ 2000 RPM	195 hp (145 kW)
Net rated @ 2000 RPM	179 hp (133 kW)
Peak net @ 2000 RPM	179 hp (133 kW)
Torque – Maximum Power:	
Gross @ 1300 RPM	701 lb-ft (950 N-m)
Net @ 1300 RPM	674 lb-ft (914 N-m)
Net torque rise:	
Maximum power range	43%

NOTE: Gross horsepower and torque per SAE J1995. Net horsepower and torque per SAE J1349.

DRIVETRAIN

Transmission:		
4F/3R Proportional w/ Electronic Control Module torque sensing autoshift/manual shift and modulation		
Gears	Helical cut	
Gear ratios – 4-speed		
1st	Forward/Reverse 3.745/3.551	
2nd	2.184/2.071	
3rd	1.072/1.017	
4th	0.636/ –	
Gear ratios – 5-speed		
1st	Forward/Reverse 3.921/3.718	
2nd	2.255/2.138	
3rd	1.466/0.894	
4th	0.942/ –	
5th	0.613/ –	
Torque converter:		
Stall ratio – 4-speed	2.813:1	
Stall ratio – 5-speed	2.420:1	
Differential:		
Limited slip w/ 34% available axle torque to wheel w/ traction		
Rear axle oscillation	24° total	
Front and rear axles	Front/Rear:	
Differential ratio	3.4/3.2	
Planetary ratio	6.0/6.4	
Final axle ratio	20.2/20.4	
Heavy-duty axles – optional:		
Front axle equipped w/ locking differential		
Rear axle equipped w/ open differential		
Planetaries	Outboard	
Service brakes:		
Hydraulically actuated, maintenance-free, multiple wet disc w/ accumulator to all four wheels		
Brake surface area:		
Front hub – each	600 in ² (0.387 m ²)	
Rear hub – each	600 in ² (0.387 m ²)	
Parking brakes:		
Spring-applied hydraulic release disc on transmission output shaft neutralizes power flow to wheels when engaged		
Travel speeds – 4-speed transmission:		
	Forward	Reverse
	mph (kph)	mph (kph)
1st	4.7 (7.6)	5.0 (8.0)
2nd	7.9 (12.8)	8.4 (13.4)
3rd	15.2 (24.5)	15.9 (25.7)
4th	23.5 (37.8)	–
Travel speeds – 5-speed transmission:		
	Forward	Reverse
	mph (kph)	mph (kph)
1st	4.5 (7.2)	4.9 (7.9)
2nd	7.8 (12.6)	8.4 (13.5)
3rd	11.8 (19.0)	19.3 (31.1)
4th	18.3 (29.5)	–
5th	25.0 (40.0)	–

NOTE: Travel speeds at full engine throttle w/ 20.5 x 25 L3 tires.

ELECTRICAL

Voltage	24 Volts, negative ground
Alternator	120 amp
Batteries (2)	12-volt

OPERATOR ENVIRONMENT

ROPS cab AC w/ heat; 8" LCD touchscreen display, adjustable armrest w/ 3 configurable buttons; Key start; Articulated power steering w/ tilt column; Fully adjustable, suspension seat w/ headrest; Foot throttle; Single lever (joystick) loader control w/ auxiliary function and fully adjustable wrist rest, 2 cup holders; Interior rear view mirror; 3 Inch (76 mm) retractable seat belt; Integrated 4-corner strobe; Multiple storage trays; Single brake pedal; F/N/R shuttle switch; Left and Right external rear view mirrors; Pressurized air filtering; Anti-glare window strip; Front and Rear Defroster; Side window, partial/fully open; 2 Dome lights; Wipers, rear and intermittent front; Windshield washers, front and rear; Rubber floor mat; Horn; Radio ready – Includes antenna, speakers, wiring, radio fuse, 20A converter, 12-volt auxiliary power outlet, and USB outlet.

Displays/Gauges:

Digital:
Transmission oil temperature Engine coolant temperature; Fuel Level; DEF level.

LCD screen:
Hour meter; Engine speed; Travel speed; Time; Automatic transmission indication; Current gear selection; FNR indication; DeClutch indication; Engine mode indication; Trip computer A/B; Fuel consumption; Multiple languages, Metric/English; Engine diagnostics; Transmission diagnostics; Warning prompts; Error reporting; Diff. lock*.

Audible/Visual alarms:

Warning lights:
Four-way flashers and turn signals; Brake pressure; Lamp/high beam indication; Engine Block Heater.

Caution warnings:

Parking brake; Coolant temperature; Hydraulic oil temperature; Transmission oil temperature; Air filter; Transmission filter; Hydraulic filter; Alternator; Low fuel.

Critical warnings:

Engine oil pressure; Brake pressure; Steering pressure – w/ aux. steering*; Coolant temperature; Hydraulic oil temperature; Transmission oil temperature.

Backup alarm

Maintenance reminders:

Cab air filter; Engine oil filter; Fuel pre-filter; DEF tank vent filter; SCR supply filter; Hydraulic oil and filter; Engine air filter; Engine coolant; Drive belt; Cab recirculation filter; Engine breather filter; Transmission breather; Front and rear axle fluid; SCR supply module filter.

NOTE: *If equipped w/ option.

OPERATING WEIGHT**Z-Bar**

Unit equipped w/ 3.5 yd³ (2.7 m³) MD pin on w/ bolt on edge; 20.5-R25 L3 Radial tires; ROPS cab w/ heater and A/C; Std. battery; Heavy counterweight – 2,764 lb (1 254 kg); Front and rear fenders; Lights; Full fuel/urea; 165 lb (75 kg) operator:

32,633 lb (14 802 kg)

XT

Unit equipped w/ 3.5 yd³ (2.7 m³) CNH GP w/ BOE and CNH JRB coupler w/ edge; 20.5-R25 L3 Radial tires; ROPS cab w/ heater and A/C; Std. battery; Heavy counterweight – 2,764 lb (1 254 kg); Front and rear fenders; Lights; Full fuel/urea; 165 lb (75 kg) operator:

33,814 lb (15 338 kg)

XR

Unit equipped w/ 3.5 yd³ (2.7 m³) pin on bucket w/ bolt on edge; 20.5-R25 L3 Radial tires; ROPS cab w/ heater and A/C; Std. battery; Heavy counterweight – 2,764 lb (1 254 kg); Front and rear fenders; Lights; Full fuel/urea; 165 lb (75 kg) operator:

33,080 lb (15 005 kg)

HYDRAULICS**Main pump – steering/implement:**

Closed center pressure/flow compensated

Tandem variable displacement – load-sensing:

Max. rated flow P1: 55.2 gpm @ 2000 RPM
(209 L/min @ 2000 RPM)

Loader control valve:

Closed-center, sectional 2, 3 or 4-function w/ control for lift, tilt and auxiliary hydraulics

Loader auxiliary steering:

Hydraulic orbital center-pivot articulating w/ on-demand oil flow

High pressure standby:

Implement 3,625 psi (25 000 kPa)
Steering 3,500 psi (24 132 kPa)

Filtration:

Filtered vent w/ relief on hydraulic reservoir, maintains 3-5 psi on reservoir, 10-micron, return filter furnishes only clean oil to all components of the system

SERVICE CAPACITIES

Fuel tank 65.0 gal (246.0 L)

DEF tank – Diesel Exhaust Fluid:

Usable capacity 9.8 gal (37.1 L)
Total 15.6 gal (58.9 L)

Hydraulic system:

Reservoir 24.0 gal (90.8 L)
Total 47.0 gal (177.8 L)

Transmission:

Service w/ filter 39.0 qt (34.0 L)

Front and rear axle:

Front axle 37.0 qt (35.0 L)
Rear axle 24.3 qt (23.0 L)

Front and rear axle – optional:

Front axle 37.0 qt (35.0 L)
Rear axle 37.0 qt (35.0 L)

Engine oil w/ filter

16.0 qt (15.1 L)

Cooling system

30.0 qt (28.4 L)

OTHER SPECIFICATIONS**Lift cylinder:**

Bore diameter 4.75 in (120.6 mm)
Rod diameter 3.0 in (76 mm)
Stroke 32.59 in (827.9 mm)

Dump cylinder – Z-Bar and XR:

Bore diameter 5.75 in (146 mm)
Rod diameter 3.0 in (76.2 mm)
Stroke 24.75 in (629.4 mm)

Dump cylinder – XT:

Bore diameter 4.5 in (114 mm)
Rod diameter 2.25 in (57.2 mm)
Stroke 33.7 in (856.5 mm)

Loader:

Z-Bar loader linkage; Single control for lift and tilt; Positive hold float; Automatic return-to-dig; Automatic height control; Automatic return-to-travel; Brake pedal transmission disconnect; Bucket position indicator on bucket.

Cycle time:

Raise w/ rated bucket load:
Z-Bar 5.2 sec
XR 5.2 sec
XT 5.2 sec

Dump w/ rated bucket load:

Z-Bar 1.2 sec
XR 1.2 sec
XT 1.3 sec

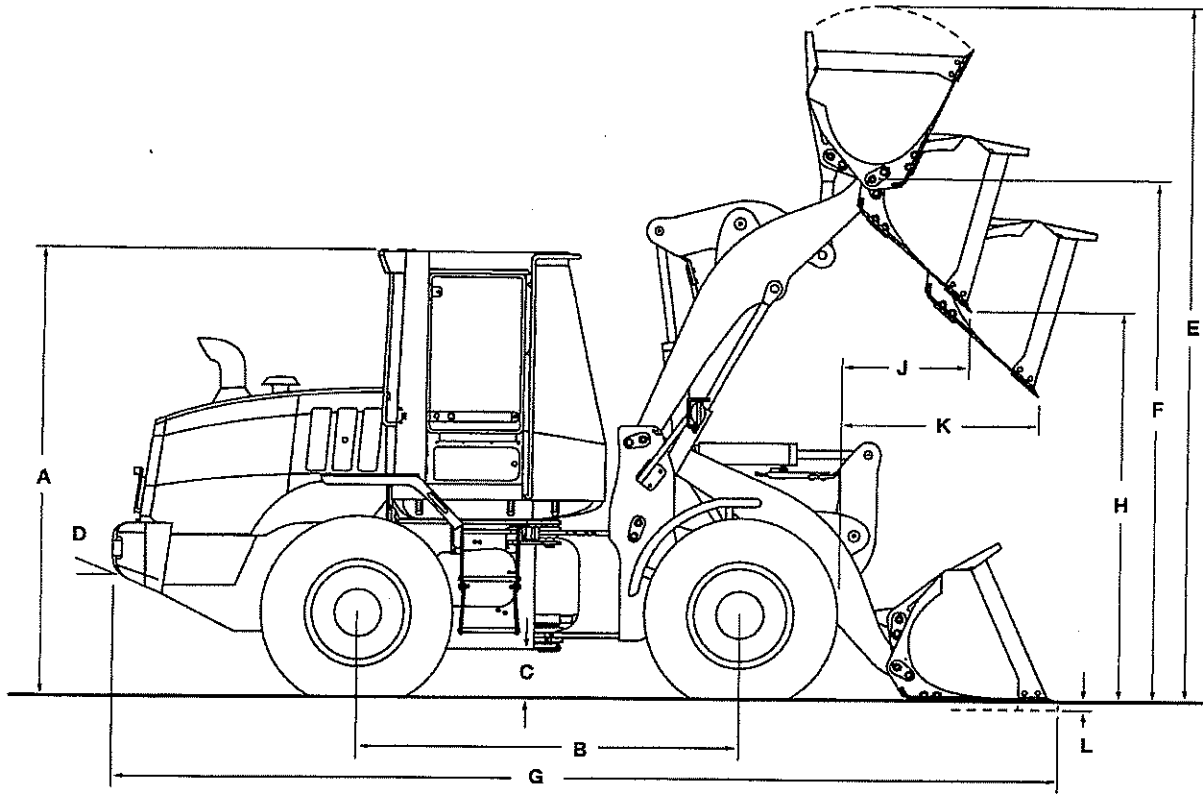
Float down:

Z-Bar 2.4 sec
XR 2.4 sec
XT 2.4 sec

Sound level in Cab (LpA) 68 dB(A)

Exterior sound level (LwA) 103 dB(A)

NOTE: Sound level data tested in accordance with ISO6395, 6396, 3744.



Line drawings are for illustrative purpose only and may not be exact representation of unit.

DIMENSIONS

A. Height to top of ROPS cab	133.0 in (3 378 mm)
Height to drawbar	43.5 in (1 105 mm)
B. Wheelbase	128.1 in (3 253 mm)
C. Ground clearance	15.1 in (384 mm)
D. Angle of departure	29°
Width:	
Overall* without bucket	100.7 in (2 558 mm)
Tread width	79.9 in (2 030 mm)
Turning radius* – outside	226.3 in (5 748 mm)
Turning angle:	
From center	40°
Total angle	80°
Rear axle oscillation – total	24°

NOTE: *Dimensions taken with 20.5-R25 L3 Radial tires. Additional dimensions on pages 4 through 8.

WEIGHT ADJUSTMENTS

Select Options	Weight Adjustment	Tipping Load Adjustment	
		Straight: Deflected*	40° Turn: Deflected*
20.5 x 25 16 ply L2 Bias tires	-564 lb (-256 kg)	-565 lb (-256 kg)	-987 lb (-448 kg)
20.5 x 25 16 ply L3 Bias tires	-536 lb (-243 kg)	+99 lb (+45 kg)	+182 lb (+82 kg)
20.5-R25 L2 Radial tires	-256 lb (-116 kg)	-262 lb (-119 kg)	-118 lb (-54 kg)
20.5-R25 Snow Radial Tires	-132 lb (-60 kg)	-169 lb (-77 kg)	-32 lb (-15 kg)

NOTE: Unit equipped with Z-Bar loader arms, 3.25 yd³ (2.5 m³) pin on bucket with bolt-on edge, 20.5-R25 L3 Radial tires, ROPS cab with heater and air conditioner, heavy counterweight, heavy-duty batteries, front and rear fenders, full fuel and 165 lb (75 kg) operator. Adjust select options from rated weight.

*Tipping loads: ISO 14397-1 Deflected Tires.

PERFORMANCE SPECS

721G Z-Bar		3.5 yd ³ (2.7 m ³) Bucket with Bolt-on Edge - JRB Coupler	3.0 yd ³ (2.3 m ³) Bucket with Bolt-on Edge - JRB Coupler	3.0 yd ³ (2.3 m ³) Bucket with Bolt-on Edge - ACS Coupler
Operating weight		33,530 lb (15 209 kg)	33,344 lb (15 124 kg)	33,414 lb (15 156 kg)
E. Operating height – fully raised with spillguard		216.0 in (5 485 mm)	210.9 in (5 356 mm)	208.6 in (5 298 mm)
F. Hinge pin height – fully raised		156.5 in (3 974 mm)	156.5 in (3 975 mm)	156.5 in (3 975 mm)
G. Overall length – bucket level on ground		314.6 in (7 992 mm)	310.0 in (7 873 mm)	307.2 in (7 802 mm)
Dump angle – fully raised		50°	50°	50°
H. Dump height – fully raised, 45° dump		106.8 in (2 711 mm)	109.9 in (2 791 mm)	111.6 in (2 835 mm)
J. Bucket reach – fully raised, 45° dump		53.9 in (1 370 mm)	51.0 in (1 296 mm)	48.4 in (1 231 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		70.6 in (1 794 mm)	69.4 in (1 763 mm)	67.7 in (1 719 mm)
L. Dig depth		3.3 in (83 mm)	2.7 in (69 mm)	3.1 in (78 mm)
Operating load – ISO Rigid Tires		10,035 lb (4 552 kg)	10,020 lb (4 545 kg)	10,228 lb (4 639 kg)
Operating load – ISO Deflected Tires		9,093 lb (4 124 kg)	9,109 lb (4 132 kg)	9,293 lb (4 215 kg)
Maximum material density – ISO Rigid Tires		2,867 lb/yd ³ (1 701 kg/m ³)	3,340 lb/yd ³ (1 982 kg/m ³)	3,409 lb/yd ³ (2 023 kg/m ³)
Maximum material density – ISO Deflected Tires		2,598 lb/yd ³ (1 541 kg/m ³)	3,036 lb/yd ³ (1 802 kg/m ³)	3,098 lb/yd ³ (1 838 kg/m ³)
Tipping load – ISO Rigid Tires:				
	Straight	24,301 lb (11 023 kg)	24,202 lb (10 978 kg)	24,704 lb (11 205 kg)
	40° turn	20,069 lb (9 103 kg)	20,040 lb (9 090 kg)	20,456 lb (9 279 kg)
Tipping load – ISO Deflected Tires:				
	Straight	22,803 lb (10 343 kg)	22,759 lb (10 323 kg)	23,222 lb (10 533 kg)
	40° turn	18,185 lb (8 249 kg)	18,217 lb (8 263 kg)	18,586 lb (8 430 kg)
Lift capacity:				
	Full height	14,992 lb (6 800 kg)	15,171 lb (6 881 kg)	15,111 lb (6 854 kg)
	Ground	27,377 lb (12 418 kg)	26,989 lb (12 242 kg)	27,954 lb (12 680 kg)
Breakout force with tilt cylinder		24,386 lb (11 062 kg)	26,469 lb (12 006 kg)	28,136 lb (12 762 kg)
Loader clearance circle with bucket		505.2 in (12 831 mm)	502.3 in (12 758 mm)	500.7 in (12 717 mm)

721G XR		3.5 yd ³ (2.7 m ³) Bucket with Bolt-on Edge - JRB Coupler	3.0 yd ³ (2.3 m ³) Bucket with Bolt-on Edge - JRB Coupler	3.0 yd ³ (2.3 m ³) Bucket with Bolt-on Edge - ACS Coupler
Operating weight		33,977 lb (15 412 kg)	33,791 lb (15 327 kg)	33,861 lb (15 359 kg)
E. Operating height – fully raised with spillguard		231.5 in (5 880 mm)	226.4 in (5 751 mm)	224.1 in (5 692 mm)
F. Hinge pin height – fully raised		172.0 in (4 369 mm)	172.0 in (4 369 mm)	172.0 in (4 369 mm)
G. Overall length – bucket level on ground		328.7 in (8 349 mm)	324.1 in (8 232 mm)	321.2 in (8 159 mm)
Dump angle – fully raised		50°	50°	50°
H. Dump height – fully raised, 45° dump		122.3 in (3 106 mm)	125.4 in (3 186 mm)	127.1 in (3 230 mm)
J. Bucket reach – fully raised, 45° dump		54.0 in (1 371 mm)	51.1 in (1 297 mm)	48.5 in (1 232 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		83.3 in (2 117 mm)	81.9 in (2 081 mm)	80.1 in (2 034 mm)
L. Dig depth		3.4 in (85 mm)	2.8 in (72 mm)	3.2 in (81 mm)
Operating load – ISO Rigid Tires		8,409 lb (3 814 kg)	8,426 lb (3 822 kg)	8,581 lb (3 892 kg)
Operating load – ISO Deflected Tires		7,682 lb (3 484 kg)	7,720 lb (3 502 kg)	7,859 lb (3 565 kg)
Maximum material density – ISO Rigid Tires		2,403 lb/yd ³ (1 426 kg/m ³)	2,809 lb/yd ³ (1 667 kg/m ³)	2,860 lb/yd ³ (1 697 kg/m ³)
Maximum material density – ISO Deflected Tires		2,195 lb/yd ³ (1 302 kg/m ³)	2,573 lb/yd ³ (1 527 kg/m ³)	2,620 lb/yd ³ (1 554 kg/m ³)
Tipping load – ISO Rigid Tires:				
	Straight	20,462 lb (9 281 kg)	20,447 lb (9 275 kg)	20,821 lb (9 444 kg)
	40° turn	16,818 lb (7 628 kg)	16,853 lb (7 644 kg)	17,161 lb (7 784 kg)
Tipping load – ISO Deflected Tires:				
	Straight	19,333 lb (8 769 kg)	19,354 lb (8 779 kg)	19,703 lb (8 937 kg)
	40° turn	15,363 lb (6 969 kg)	15,439 lb (7 003 kg)	15,717 lb (7 129 kg)
Lift capacity:				
	Full height	13,884 lb (6 298 kg)	14,063 lb (6 379 kg)	14,003 lb (6 351 kg)
	Ground	22,753 lb (10 321 kg)	22,866 lb (10 372 kg)	23,201 lb (10 524 kg)
Breakout force with tilt cylinder		24,311 lb (11 027 kg)	26,378 lb (11 965 kg)	28,045 lb (12 721 kg)
Loader clearance circle with bucket		519.8 in (13 202 mm)	516.5 in (13 120 mm)	514.7 in (13 073 mm)

721G		Z-Bar/XR	Z-Bar/XR	Z-Bar/XR
Maximum rollback:				
	Ground	40°/37°	40°/37°	40°/37°
	Carry position	44°/43°	44°/43°	44°/43°
	⊕ Full height	57°/57°	57°/57°	57°/57°
Maximum grading angle with bucket – back dragging		62°/60°	60°/59°	60°/59°
SAE bucket capacity – struck		3.00 yd ³ (2.29 m ³)	2.56 yd ³ (1.96 m ³)	2.56 yd ³ (1.96 m ³)
Heaped		3.50 yd ³ (2.68 m ³)	3.00 yd ³ (2.29 m ³)	3.00 yd ³ (2.29 m ³)
Bucket width – outside		106.3 in (2 700 mm)	106.3 in (2 700 mm)	106.3 in (2 700 mm)
Bucket weight		3,666 lb (1 663 kg)	3,480 lb (1 579 kg)	3,551 lb (1 611 kg)

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

- Cloth-covered heated air-suspension seat with headrest
- Sound Shield noise suppression package
- Bluetooth radio, 12V AM/FM with auxiliary input
- Cab convenience package:
 - Rear sun shade, interior mirror, under the seat drawer, coat hook, 12V accessory port, and an ash tray
- In cab powered cooler box
- In cab accessory mount
- Rear view camera
- External heated rear view mirrors
- Front LED driving/headlights
- LED front and rear work lights – 4 front, 2 rear

DRIVETRAIN

- 5F/3R Autoshift/manual shift transmission, lockup torque converter, PowerInch de-clutch
- Heavy-duty axles:
 - With locking front differential and open/conventional rear differential
- Cold weather package:
 - Heavy-duty (2) 950 CCA 12V batteries
 - Fuel heater
 - Hydraulic oil cooler bypass
 - Low temperature hydraulic oil
 - Fast-warm hydraulic valve

HYDRAULICS

- Secondary steering
- Integrated Payload System
- Tire Pressure Monitoring System
- 2-function loader valve with joystick loader control
- 4-function loader valve with joystick loader control and two proportional auxiliary roller switches

LOADER

- XR extended reach version
- XT tool carrier version
- Attachment auxiliary hydraulics
- Coupler systems – JRB or ACS compatible
- Buckets – see pages 4 through 8

TIRES

- 20.5x25 L2 bias (16 ply) – dirt/traction
- 20.5 x25 L3 bias (16 ply) – rock
- 20.5-R25 L2 radial – dirt/traction
- 20.5-R25 L3 radial – rock
- 20.5-R25 radial Michelin SnoPlus
- Axle oscillation stops

GUARDING

- Skid plate, transmission and front chassis bottom guards

ADVANCED ENGINE AIR FILTRATION

- Heavy Debris cooling system:
 - Slanted cooling module cover
 - Increased cooling fin spacing
 - Added cooling module sealing
- Sy-Klone® ejector type pre-cleaner

OTHER

- Additional RH steps and platform with standard or wide fenders
- 12.4 mph (20 kph) maximum speed control
- Special paint
- Standard fenders with right and left hand steps
- Wide full coverage fenders with right and left hand steps

CaseCE.com

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IMPORTANT: CASE Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Availability of some models and equipment builds vary according to the country in which the equipment is used. The illustrations and text may include optional equipment and accessories and may not include all standard equipment. Your CASE dealer/distributor will be able to give you details of the products and their specifications available in your area.



CASE Construction Equipment is biodiesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.



Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

Form No. CCE202104721G
Replaces Form No. CCE201910721G

721G

STANDARD EQUIPMENT

OPERATOR ENVIRONMENT

See page 1

ENGINE

CASE/FPT F4HFE613W
Tier 4 Final Certified
Selective Catalytic Reduction (SCR) with Diesel Oxidation Catalyst
Selectable work modes:
Maximum Mode
Smart Mode
Turbocharger
Charge air cooling
Automatic belt tensioner
Integral engine oil cooling
Fuel filter with water trap
Dual-element dry-type air cleaner
Hydraulic-driven cooling fan
Air-cooled radiator
Mid-mounted cooling module with hydraulically driven auto reversing fan
Engine block heater
Common rail electronic fuel injection

LOADER

See page 2 – Operating weight,
Other specifications

DRIVETRAIN

4-wheel drive
4F/3R Selectable autoshift/manual shift transmission
Electronic Control Module – programmable, computer controlled proportional shifting with programmable gear selection
Onboard diagnostics
Single lever electronic shift control
F/N/R switch in loader control handle
Downshift button
Torque converter
Limited-slip differentials – Z-Bar
Outboard planetary axles
Transmission oil cooler
Brake pedal transmission disconnect – declutch
Hydraulic wet disc brakes
Spring-applied hydraulic release parking brake
Limp-Home Mode
Greasable rear axle trunion
3-piece rims

HYDRAULICS

Adjustable Electro-hydraulic - EH loader control with one auxiliary function and 3 configurable buttons
Adjustable EH settings:
Smooth
Moderate
Aggressive
Auxiliary Hydraulics
Ride Control™
Locking hydraulics for coupler
EH Parallel Lift
Low-effort steering
Hydraulic driven cooling fan
Diagnostic quick couplers
Hydraulic oil cooler

ELECTRICAL

Alternator and voltage regulator
Battery isolator/electrical disconnect
120 amp alternator
(2) 700 CCA 12-volt batteries
Electric starter
Lights:
Integrated 4-corner strobe
2 Front and 2 rear halogen flood lights
2 Front driving headlights – high/low beam with integrated turn signals
2 LED stop/tail lights with integrated turn signals
Key start/stop switch
Backup alarm
Centrally located fuse box with all electrical circuits protected
Remote jump start posts

OTHER

Electric hood lift
Front and rear fenders, partial coverage
External rear view mirrors
Heavy counterweight
Drawbar hitch
Articulation locking bar
Lift arm locking bar
Lift and tie-down points – front/rear
Rear frame side covers
License plate brackets; front bracket and lit rear bracket
Rubber steering stops
Grouped remote-mounted ecology drains:
Engine oil
Engine coolant
Hydraulic oil

TELEMATICS

CASE SiteWatch™ Telematics – includes hardware and a 3-yr Advanced data subscription
SiteConnect Module providing remote diagnostics capability

**Bid Sheet
Front End Loader**

The undersigned hereby offers to provide and deliver one new Loader (to include training, operation, service/repair and parts manual and standard warranty) in accordance with the terms, conditions and specifications contained in this sealed bid, for the lump sum of:

One Front End Loader: \$ 229,432.32
Manufacturer of Loader Offered: Cat
Model of Loader Offered: 938
Operating Weight (In Pounds): 36,210 lbs.
Loader Bucket Capacity (in cubic yards): 3.50 cu yd
Net Engine Horsepower: 185hp
Manufacturers Fuel Consumption (per gallon): 2.35 GPH
Maximum Road Speed (in MPH): 25mph
Fork Attachment: \$ 4,100.00
Length and Cost of Standard Warranty: 3 year 1500 hour full - no extra cost

VENDOR INFORMATION

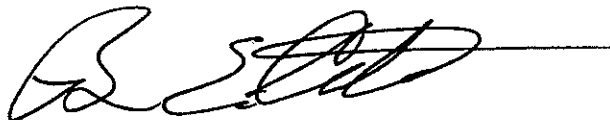
Company Name: Southworth-Milton, Inc. Contact: Michael Chase
Phone: 518-920-4794 Email: Mike_Chase@MiltonCat.com

QUOTE INFORMATION

Name of Product: 938 next gen wheel loader
Manufacturer: Caterpillar Cost: \$233,532.32 total with forks
Trade value for 2006 Deere 624J loader (\$35,000.00) _____

Final price after trade in: \$198,532.32

**SEALED BIDS DUE NO LATER THAN 3:00 PM, FEBRUARY 27, 2024,
TO THE CLIFTON PARK TOWN CLERKS' OFFICE**


BRIAN E. CARTER
CLIFTON PARK SALES MANAGER

500 Commerce Drive
 Clifton Park NY
 Mike Chase
 NYS Vendor ID# 1000000018

10/23/2023

Milton



Town of Clifton Park- 938 Next Gen

579-7703	938 14A WHEEL LOADER	\$	316,190.00
593-8949	HIGH LIFT, COUPLER READY	\$	9,300.00
593-8943	HYDRAULICS, 3V	\$	2,120.00
536-5284	HYDRAULICS, STANDARD	\$	-
579-7718	STEERING WHEEL, STANDARD	\$	-
593-8916	JOYSTICK 3V, STEERING WHEEL	\$	316.00
349-8014	DIFFERENTIAL, OPEN REAR	\$	-
579-7720	ENVIRONMENT, STANDARD	\$	-
579-7731	WEATHER, COLD START 120V	\$	3,845.00
578-1363	CAB, STANDARD	\$	3,500.00
579-7735	AIR CONDITIONING, R134A REF	\$	-
593-8993	ENGINE	\$	-
579-7738	PUSH START, PASSCODE SECURITY	\$	-
579-7761	CAMERA, REAR VIEW	\$	-
578-1409	MIRRORS, HEAT, ELEC ADJUST	\$	650.00
593-8962	SEAT, DELUXE, TILT AND TELE	\$	1,425.00
590-8903	LIGHTS, AUX, LED, PREMIUM	\$	1,365.00
633-0624	LIGHTS, ROADING, HALOGEN, RH	\$	-
590-8872	STANDARD RADIO (12V)	\$	985.00
573-8455	PRODUCT LINK, CELLULAR PLE643	\$	-
612-1012	WINDSHIELD ACCESS STEPS, NONE	\$	-
376-0830	TIRES, 20.5R25 TI MXL * L3	\$	16,000.00
593-8951	FENDERS, STANDARD	\$	-
467-7990	CTWT, HEAVY,3770LBS,7PCS	\$	3,575.00
491-7922	TOOLBOX AUX	\$	675.00
619-8439	HYDRAULIC OIL, STANDARD	\$	-
421-8926	SERIALIZED TECHNICAL MEDIA KIT	\$	-
527-8880	LINES, AUX 3RD, HIGH LIFT	\$	407.00
579-7697	RIDE CONTROL	\$	5,390.00
600-3781	BEACON, WARNING, STROBE, AMBER	\$	391.00
616-0040	LIGHTS,WARNING,REVERSE STROBE	\$	520.00
596-5866	MIRRORS, INTERNAL 1X REAR VIEW	\$	136.00
342-0215	VISOR GP-CAB	\$	187.00
627-5236	CAT PAYLOAD, ENABLED	\$	6,570.00
0P-0210	PACK, DOMESTIC TRUCK	\$	-
0P-2266	SHIPPING/STORAGE PROTECTION	\$	274.00
536-5314	QUICK COUPLER,FUSION,HIGH VIS	\$	5,610.00
445-4725	JUMPER LINES, AUX 3RD, FUSION	\$	775.00
345-2427	BUCKET-GP, 3.5 YD3, FUS, BOCE	\$	11,986.00
	Caterpillar 938 List Price - -	\$	392,192.00
	Bid Discount	\$	(162,759.68)
	Caterpillar 938 Machine Price - -	\$	229,432.32
	CAT Work Tools		
	Fusion mounted Pallet Forks	\$	4,100.00
	Total Price for Loader with Forks	\$	233,532.32
	Trade in 20006 John Deere 624J	\$	(35,000.00)

	Final delivered price	\$ 198,532.32
<p>*Due to the current situation with Global steel costs, this quote is valid for 30 days. We'll do our best to hold the price when an order is placed, but please contact me for an updated quote if it's been longer than 30 days. Lead times are based on current demand and subject to change without notice*</p>		

RESOLUTION
#15

Resolution No. _____ of 2024, a resolution appointing Megan Babendreier to permanent status as a Recreation Leader and Michael Woerner to permanent status as Director of Parks and Recreation, both appointments per civil service classification.

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

WHEREAS, Megan Babendreier, Clifton Park, and Michael Woerner, Clifton Park, were both provisionally appointed per Resolution No. 228 of 2022 and Resolution No. 204 of 2022, respectively, and

WHEREAS, both Ms. Babendreier and Mr. Woerner passed the Civil Service Exam for their respective positions, and will be certified as permanent employees effective April 1, 2024; now, therefore, be it

RESOLVED, that Megan Babendreier and Michael Woerner are hereby appointed as Recreation Leader and Director of Parks and Recreation, respectively, for the Town of Clifton Park, per Civil Service Certification effective April 1, 2024.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, March 19, 2024 10:55 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 Pagniello; Teresa Brobston; Walter Smead
Subject: New Resolution Request #691

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

Sponsor: Phil Barrett

Agenda Session Date: 04/01/2024 ✓

Board Meeting Date: 04/15/2024 ✓

Alternate Date: 04/15/2024

Budget Number: na

Budget Description: na

Amount: 0

Brief Description: Upon receiving a reachable civil service score for the Recreation Leader exam, we are permanently appointing Megan Babendreier to the position. She has been in a provisional status since her hiring.

Add Supporting Docs:

[df5f9b9483dac565 Megan and Mike.pdf](#)

Additional Comments/Details: Certification of eligibles attached.

Agree to Terms: Agree

[unsubscribe](#)

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, March 19, 2024 10:57 AM
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; Walter Smead
Subject: New Employee Resolution Request #692

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

Sponsor: Phil Barrett

Agenda Session Date: 04/01/2024 ✓

Board Meeting Date: 04/15/2024 ✓

Alternate Date: 04/15/2024

Budget Number: na

Budget Description: na

Amount: 0

Brief Description: Upon receiving a reachable civil service score for the Director of Parks and Recreation exam, we are permanently appointing Michael Woerner to the position. He has been in a provisional status since his hiring.

Add Supporting Docs:

[1e18c8c9de93f8a0 Megan and Mike.pdf](#)

Additional Comments/Details: certification of eligibles attached

Agree to Terms: Agree

[unsubscribe](#)

Resolution No. 228 of 2022, a resolution changing the position of Recreation Leader in the Office of Parks & Recreation to a full-time position.

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

WHEREAS, by Resolution No. 78 of 2022, the Town Board established the position of half-time Recreation Leader for a work week of up to 25 hours per week, and

WHEREAS, Megan Babendreier was appointed by Resolution No. 126 of 2022, as a half-time Recreation Leader, at Grade 4, Step 1, Year 1, pending a future civil service test schedule, and has indicated interest in full-time employment, and

WHEREAS, it would be in the best interest of the Department and the Town, that the position be expanded to a full-time position; now, therefore, be it

RESOLVED, that Megan Babendreier, Clifton Park, is hereby appointed as full-time Recreation Leader for the Town of Clifton Park, effective immediately, and pending Civil Service certification; and be it further

RESOLVED, that the Comptroller is authorized to transfer \$5,600 from A-914 (Unassigned Fund Balance) to A-7021-E6070 (General Fund -Parks & Recreation - Employee).

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

September 6, 2022

Teresa Brobston, Town Clerk

Resolution No. 204 of 2022, a resolution appointing, provisionally, Michael Woerner to the position of Director of Parks, Recreation and Human Services.

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

WHEREAS, an opening exists for a Director of Parks, Recreation and Human Services in the Department of Parks, Recreation and Community Affairs, and

WHEREAS, the members of the Town Board have interviewed all the applicants for the position, and

WHEREAS, after interviewing Michael Woerner, Councilwoman Lynda Walowit, Town Board Co-Liaison to the Department of Parks, Recreation and Community Affairs, recommends Mr. Woerner to the Town Board for the Director of Parks, Recreation and Human Services position in the Department of Parks, Recreation and Community Affairs; now, therefore, be it

RESOLVED, that Michael Woerner, 33 Pinehurst Drive, Clifton Park, is hereby appointed provisionally as Director of Parks, Recreation and Human Services for the Town of Clifton Park, at Grade 10, Step 1, Year 1, to be paid \$40.73/hr. (*equivalent to \$74,129 as indicated in the job posting*) effective August 8, 2022; and be it further

RESOLVED, that the Comptroller is authorized to transfer \$29,900 from A-7021-E0600 (General Fund – Parks & Recreation – M. Kramer) to A-7021-E0644 (General Fund – Parks & Recreation – M. Woerner).

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

August 1, 2022

Teresa Brobston, Town Clerk

**RESOLUTION
#16**

Resolution No. _____ of 2024, a resolution authorizing Tim Ward and Dig Deep, Inc. to serve alcoholic beverages at a fundraising event to be held at Veterans Memorial Park on August 31, 2024.

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

WHEREAS, Tim Ward and Dig Deep, Inc. are hosting a fundraising softball tournament on August 31, 2024 from 11:30am-6:30pm., and

WHEREAS, Tim Ward has requested permission to serve alcohol in the form of beer and wine at the event; now, therefore, be it

RESOLVED, that Tim Ward and Dig Deep, Inc. are hereby authorized to serve beer and wine at a fundraising softball tournament at Veterans Memorial Park on August 31, 2024, from 11:30am-6:30pm.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, March 25, 2024 2:53 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead
Subject: New Resolution Request #704

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

Sponsor: lynda Wolowit, agatha Reid

Agenda Session Date: 04/01/2024 ✓

Board Meeting Date: 04/15/2024 ✓

Alternate Date: 04/15/2024

Budget Number: N/A

Budget Description: alcohol permit request

Amount: NA

Brief Description: Tim Ward/Dig Deep Inc has a charity softball tournament every year and is requesting to serve alcohol.

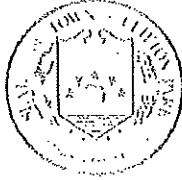
Add Supporting Docs:

[d7a6c9cee49130f9 dig deep alcohol permit request- charity softball.pdf](#)

Additional Comments/Details: NA

Agree to Terms: Agree

[unsubscribe](#)



Town of Clifton Park

Office of Parks and Recreation

One Town Hall Plaza Clifton Park, New York 12065 | Phone: (518) 371-6667 | Fax: (518) 545-4284

Mike Woerner, Director

2024 OUTDOOR FACILITY PERMIT APPLICATION

General Information

Name of Organization: Dig Deep Inc. Today's Date: 3/25/24
 Contact Person: Tim Ward
 Address: _____
 Phone: _____ (work) _____
 Email: _____

Facility Requested:

Town of Clifton Park Facility Rentals		
Collins Park Field _____	Veterans Park Softball Field 1 <u>X</u>	Clifton Common _____
Collins Park Pavilion _____	Veterans Park Softball Field 2 <u>X</u>	Clifton Common Soccer Field # _____
Locust Lane Pool Tent _____	Veterans Park Pavilion _____	Other: _____

Date Requested: 8/31/24 Time: 11:30am to 6:30pm # of Participants: 52

Permit is governed by the following conditions:

1. Permits valid for date(s), restricted to facility, and number of participants as indicated on permit.
2. Area and facility must be left clean. Any damage incurred is the responsibility of the permit holder.
3. Town of Clifton Park park rules (see attached) shall be adhered to. Immediate termination of the event and removal from the premises may occur by an authorized representative of the Town if in violation of these rules and regulations.
4. Obnoxious behavior or excessive noise will not be permitted.
5. Permit holder must retain permit and make available upon request by park or police official.
6. Open containers of alcoholic beverages are prohibited in all parks, unless a permit has been issued which allows for the consumption of alcoholic beverages on the premises for which the permit has been issued. Such permits are authorized solely by the Town Board via resolution. A separate "Special Alcohol Use Permit Request" form must be submitted with this form.
7. Permits are available through Clifton Park Office of Parks and Recreation and must be posted at the facility rental site.
8. Permit holder may be required to obtain and show proof of insurance naming Town of Clifton Park as an "Additional Insured".

I have read the Town of Clifton Park rules and the above special conditions and agree to abide by them. I understand there is a **no refund policy** on this rental. The town will work with me on rescheduling, when possible, if needed.

Indemnity: Dig Deep Inc. (NAME) agrees to indemnify and hold the Town, its officers, employees, representatives and/or agents harmless with respect to any and all claims, causes of action, suits, proceedings, damages, liabilities, losses, costs and expenses, including third party claims or actions and attorneys' fees, in connection with loss of life, personal injury and/or any loss of life, personal injury and/or property damage which may arise from and as a result of the negligent acts or omissions of Dig Deep Inc. (NAME) or others associated in some way therewith, during or arising out of the use of any park facility located in the Town of Clifton Park, County of Saratoga, State of New York on 8/31/24 (DATE).

Signed: [Signature] Approved: Diana Frasca
 Applicant for Permit Parks & Recreation Office

Date: 3/25/24

RENTAL FEE SCHEDULE

Fields and Pavilions:

- | | | |
|---|----------------------------|-------------------------------|
| 1. Town Residents/Not-for Profit/Day Care/K-12 schools | Mon-Thurs \$12.00 per hour | Fri-Sun \$15.00 per hour |
| Business Organizations & Colleges | Mon-Thurs \$17.00 per hour | Fri-Sun \$20.00 per hour |
| 2. Additional Fees | | |
| Lighted field | | \$25.00 per game |
| Security, trash removal, miscellaneous (minimum of 3 hours) | | \$25.00 per hour, per service |
| 3. Field Closure - The Town of Clifton Park reserves the right to close any field due to poor field conditions. Groups, organizations, or individuals failing to honor any field closure are subject to a revoking of their field permit and removal from the premises. <i>It is the responsibility of the field user(s) to know the status of any given field. For field closure information, call our office at 518-371-6667.</i> | | |

Locust Lane Pool Tent:

Locust Lane Pool Tent (noon - 3:30 pm *or* 4:00 pm - 7:30 pm)
 Mon-Thurs: \$55.00 per time frame Fri-Sun: \$65.00 per time frame
 Additional charge for non-member guests \$5.00 per non-member (*Must be paid day of party AT pool*)

FACILITY DESCRIPTIONS

Collins Park: Located on Moe Road and Route 146. Softball field, pavilion, picnic area and playground. Field and Pavilion are rented individually. There are 6 tables and 4 grills at the pavilion.

Veterans Memorial Park at Elks Trail: Located on MacElroy Road. This facility provides 2 softball fields and a pavilion with tables and grills. Beautiful wetlands located behind the ballpark. Fields and Pavilion are rented individually.

Locust Lane Pool Tent: Located in the Clifton Knolls development on Locust Lane. The pool tent area is available for rent for social gatherings. There are 6 tables located under the tent for use with rental.

TOWN OF CLIFTON PARK - PARK RULES

- All Parks Open at 5:30 a.m. and close at 10 p.m.
- **No person may drink, consume, or possess alcoholic beverages in any town park or in any park within a park district or in any other lands or property owned by the town. If any person in your group is caught with an alcohol beverage, they will be fined, and your permit will be taken away. INITIAL TW
- Trail bikes and ATVs are prohibited. INITIAL TW
- Bikes are to be ridden only on bike paths, absolutely no riding on basketball or tennis courts. INITIAL TW
- Leash law is in effect. INITIAL TW
- Bands and stereo equipment (except radios) are prohibited in park areas. INITIAL TW
- Use of golf clubs on parkland is prohibited, with the exception of Barney Road Golf Course. INITIAL TW
- *Please pick up after yourself. Carry-in, carry-out policy. The Town of Clifton Park requires that you take out what you bring in. If you would like to pay an additional \$75.00 per day for trash removal, please indicate. Yes _____ No X INITIAL TW

Thank you for your cooperation and enjoy your day!

FOR OFFICE USE ONLY			
Field Rental	<u>Veterans</u>	<u>210-</u>	Date Paid: <u>3/25/24</u>
Pavilion Rental	_____	_____	Amount Paid: <u>9235</u>
Field Lights	_____	_____	Payment Type: <u>CC # 2303</u>
Security	_____	_____	Permit Given: <u>waiting for alcohol approval</u>
Trash Removal	_____	_____	Staff Initials: <u>DT</u>
Other	<u>Alcohol</u>	<u>25-</u>	



Town of Clifton Park

Office of Parks and Recreation

One Town Hall Plaza Clifton Park, New York 12065 | Phone: (518) 371-6667 | Fax: (518) 545-4284

Mike Woerner, Director

2024 SPECIAL ALCOHOL USE PERMIT REQUEST

(Please attach to Facility Permit Application)

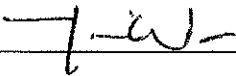
Name of Organization: Dig Deep, Inc.
 Contact Person: Tim Ward
 Address: _____
 Phone: _____
 Email: _____
 Location, Date and Time of Event: Veterans Fields 1+2, 8/31/24, 11am - 7pm

Alcohol Permit is governed by the additional conditions: *(please see initial conditions listed on the 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:  Date: 3/25/24

For Office Use Only

Date on Town Board Agenda: _____

If Approved, Permit Issued and Mailed to Applicant: _____

RESOLUTION

#17

Resolution No. _____ of 2024, a resolution hiring seasonal Lifeguards, Head Lifeguards and Summer Half-Day and Full-Day Camp staff for the 2024 Summer season.

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

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

WHEREAS, the Town Board wishes to hire camp staff to operate the Town's Half-Day and Full-Day Summer Camp program for 2024, and

WHEREAS, the Supervisor has recommended that the list of individuals detailed on the attached Schedules A and B be hired as Lifeguards, Head Lifeguards and Summer Day Camp staff, at the pay rates noted; now, therefore be it

RESOLVED, that the individuals listed on the attached Schedules A and B shall be hired as Lifeguards, Head Lifeguards and Summer Day Camp staff for the 2024 season, to be paid at the rates noted, and charged to the appropriate accounts as noted.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, March 27, 2024 1:09 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead
Subject: New Employee Resolution Request #710

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
Sponsor: lynda Wolowit, agatha Reid
Agenda Session Date: 04/01/2024 ✓
Board Meeting Date: 04/15/2024 ✓
Alternate Date: 04/15/2024
Budget Number: A-7150/7151/7151-E4690
Budget Description: rehire lifeguards
Amount: see attachments for wages
Brief Description: rehire summer staff
Add Supporting Docs:
[6f614892bd35def7 Resolution - Returning Lifeguards 2024.pdf](#)

Additional Comments/Details: na
Agree to Terms: Agree

[unsubscribe](#)

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, March 28, 2024 12:43 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller
Subject: New Employee Resolution Request #714

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
Sponsor: lynda Wolowit, agatha Reid
Agenda Session Date: 04/01/2024 ✓
Board Meeting Date: 04/15/2024 ✓
Alternate Date: 04/15/2024
Budget Number: A-7320-E4800, 7310-E4500
Budget Description: hire new and rehire summer camp staff
Amount: see attachments for wages
Brief Description: rehire 2 and hire new summer staff for camps
Add Supporting Docs:
[db50f4a5ec7a52ea New Hires and rehires for camp staff 2024.pdf](#)

Additional Comments/Details: 1/2 day camp a-7310-E4500
full day camp a-7320-E4800
Agree to Terms: Agree

[unsubscribe](#)

SCHEDULE A

First	Last	Pool	Title	2024 Step	Rate
Isabel	Adams	Barney Road	Head Lifeguard	4	\$16.50
Jack	Bibighaus	Barney Road	Lifeguard	2	\$15.30
Alana	Connally	Barney Road	Lifeguard	2	\$15.30
Liam	Connell	Barney Road	Lifeguard	2	\$15.30
Quinlan	DeWan	Barney Road	Lifeguard	2	\$15.30
Luka	DiFabio	Barney Road	Lifeguard	2	\$15.30
Nicholas	Fisher	Barney Road	Lifeguard	2	\$15.30
Rhys	Foulke	Barney Road	Lifeguard	4	\$15.80
Michael	Gutchell	Barney Road	Lifeguard	4	\$15.80
John	Hallahan	Barney Road	Lifeguard	2	\$15.30
Gavin	Hook	Barney Road	Lifeguard	3	\$15.55
Michael	Lehmann	Barney Road	Lifeguard	2	\$15.30
Cole	Mason	Barney Road	Lifeguard	2	\$15.30
John	McQuade	Barney Road	Head Lifeguard	7	\$17.25
Sean	Michalek	Barney Road	Lifeguard	4	\$15.80
Katherine	Schloth	Barney Road	Lifeguard	3	\$15.55
Matthew	Selfridge	Barney Road	Lifeguard	3	\$15.55
Ella	Simpson	Barney Road	Lifeguard	4	\$15.80
Mary	Sinnot	Barney Road	Lifeguard	4	\$15.80
Matthew	Upton	Barney Road	Lifeguard	3	\$15.55
Ella	Van Heusen	Barney Road	Lifeguard	4	\$15.80

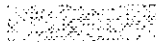
A-7150 - E4690

John	Banagan	Country Knolls	Lifeguard	3	\$15.55
Allison	Bieniek	Country Knolls	Lifeguard	3	\$15.55
Nathan	Davey	Country Knolls	Lifeguard	2	\$15.30
Spencer	Dingwall	Country Knolls	Lifeguard	2	\$15.30
Lucas	Durden	Country Knolls	Lifeguard	3	\$15.55
Colin	Fitzgerald	Country Knolls	Head Lifeguard	6	\$17.00
Trevor	Goodwill	Country Knolls	Lifeguard	3	\$15.55
Nasser	Habeeb	Country Knolls	Lifeguard	3	\$15.55
Brady	Keller	Country Knolls	Lifeguard	2	\$15.30
Daniel	Killian	Country Knolls	Lifeguard	3	\$15.55
Samantha	Killian	Country Knolls	Head Lifeguard	6	\$17.00
Clara	Leone	Country Knolls	Lifeguard	2	\$15.30
William	McCoy	Country Knolls	Lifeguard	3	\$15.55
Delaney	Michels	Country Knolls	Lifeguard	3	\$15.55
Jacob	Miller	Country Knolls	Lifeguard	2	\$15.30
Jacob	Mitola	Country Knolls	Lifeguard	3	\$15.55
Conner	Rudd	Country Knolls	Lifeguard	3	\$15.55
Samantha	Sands	Country Knolls	Lifeguard	3	\$15.55
John	Shea	Country Knolls	Lifeguard	2	\$15.30
Cooper	Simmons	Country Knolls	Lifeguard	3	\$15.55
Anna	Stoup	Country Knolls	Lifeguard	3	\$15.55
Emery	Van Heusen	Country Knolls	Lifeguard	4	\$15.80
Marlena	Vieira	Country Knolls	Lifeguard	2	\$15.30

A-7151 - E4690

Lucas	Damjanovic	Locust Lane	Lifeguard	2	\$15.30
Erin	Fariello	Locust Lane	Lifeguard	2	\$15.30
John	Greenleaf	Locust Lane	Lifeguard	2	\$15.30
Mackenzie	Hunter	Locust Lane	Lifeguard	2	\$15.30
Owen	McGrath	Locust Lane	Lifeguard	3	\$15.55
Kyle	McQuade	Locust Lane	Lifeguard	3	\$15.55
Demetra	Mouzakes	Locust Lane	Head Lifeguard	5	\$16.75
Carlie	Pazderski	Locust Lane	Lifeguard	4	\$15.80
Thomas	Rizzo	Locust Lane	Lifeguard	5	\$16.05
Ethan	Rogowski	Locust Lane	Head Lifeguard	5	\$16.75
Parker	Sergott	Locust Lane	Lifeguard	2	\$15.30

A-7152-E4690

 = new email address

SCHEDULE B

Locust Lane			STEP	Pay Rate		
Sophie**	Gamble		1	15.00/per hr	A-7310-E4500	
Andrew **	Grabowski		1	15.00/per hr		
Adrianna **	Harbour		1	15.00/per hr		
Abigail **	Scapillato		1	15.00/per hr		
Derek **	Swayne		1	15.00/per hr		
Isabelle **	Pondillo		1	15.00/per hr		
Full Day						
Maeve**	Brannigan		1	15.00/per hr	A-7320-E4800	
Grace*	Cozzens		1	15.00/per hr		
Eliza*	Ristau		1	15.00/per hr		
Olivia*	Plath		1	15.00/per hr		
Brady*	Pomainville		1	15.00/per hr		
Sofia*	Ramdial		1	15.00/per hr		
Emily*	Wheland		1	15.00/per hr		
Andrew**	Cottrell		1	15.00/per hr		
Okte	13/18					
Aiden	Sheehan		1	15.00/per hr		
Greer	Bianchi		1	15.00/per hr		
Olivia	Addy		1	15.00/per hr		
Bryce	Bonville		1	15.00/per hr		
Ava	Rossi		1	15.00/per hr		
Charlton	Steiner		1	15.00/per hr		
Jacobo	Restrepo		1	15.00/per hr		
Kaitlyn	Kelleher		1	15.00/per hr		
Morning	Hendrickson		1	15.00/per hr		
Mackenzie	Peart		1	15.00/per hr		
Kieran	Clark		1	15.00/per hr		
Gavin	Tate		1	15.00/per hr		
Spencer	Lamountain		1	15.00/per hr		
Neha	Nattanmai		1	15.00/per hr		
Madison	Alheim		1	15.00/per hr		
Ana	Schleif		1	15.00/per hr		
Eva	Hurley		1	15.00/per hr		
Kendall	Morris		1	15.00/per hr		
Jonesville						
Aly	Horan		1	15.00/per hr	A-7310-E4550	
Erin	Gelsomino		1	15.00/per hr		
Donovan	Drenchko		1	15.00/per hr		
John	Hallenback		1	15.00/per hr		
Harry	Tidgewell		1	15.00/per hr		
Rehires						
Connor	Thompson	PE Locust Lane	1	368/week	A-7310-E9000	
Katelyn	Johnson	Art Jonesville	1	368/week		

Alyssa	Gonzales	Counselor FD to Locust Lane		3	15.25/per hr	A-7310- E 4500
Evan	Lacey	Counselor		2	15.00/per hr	
bass	Nick	PE spec Okte		1	368/week	A-7310-E9000
Harris	Tidgewell	Locust Lane		<u>1</u>	15.00/per hr	
Luke	Bonczkowski	Jonesville		<u>1</u>	15.00/per hr	
Ryan	Heptig	Full Day		<u>1</u>	15.00/per hr	
Andrew	Redick	Full Day		<u>1</u>	15.00/per hr	
Davin	Leavy	Full Day		3	15.25/perhr	
Sarah	Hamilton	Locust Lane Couns.		2	15.00/perhr	
Nicholas	Bass	FD & Okte PE Spec		1	368/week	EA

Locust Lane Camp A-7310-E4500
 Jonesville Camp A-7310-E4550
 Okte Camp A-7310-E4580
 Director + Specialist A-7310-E9000
 Full Day Camp A-7320-E4800

**RESOLUTION
#18**

Resolution No. _____ of 2024, a resolution accepting a quote for fencing around the newly constructed Adventure Challenge Course at Collins Park.

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

WHEREAS, a bid request was issued by the Buildings and Grounds Department for a fence installation to secure the Collins Park Adventure Challenge Course and restrict access to authorized personnel and visitors, and

WHEREAS, the lowest conforming quote for the fence installation was submitted by Mariaville Fence, Rexford, NY, in an amount not to exceed \$29,290; now therefore be it

RESOLVED, that the Town Board, hereby awards the contract to Mariaville Fence, Rexford, NY, for fencing around the Adventure Challenge Course at Collins Park, at a total cost not to exceed \$29,290, to be charged from A-7621-00200 (General Fund-Project Adventure-Equipment) to be paid from the Parkland Fee reserve account.

NOTICE TO BID
TOWN OF CLIFTON PARK
STATE OF NEW YORK
COUNTY OF SARATOGA
CHAIN LINK FENCE BID

The Town of Clifton Park Buildings and Grounds Department are currently seeking sealed bids from qualified entities for supply and installation of chain link fence located at Collins Park, 525 Moe Road, Clifton Park, NY. Bid specifications can be picked up in the Town Clerk's Office, One Town Hall Plaza, Clifton Park, between the hours of 9:00 a.m. and 5:00 p.m. OR are available at cliftonpark.org-Departments-Town Clerk's Office-Bids, RFP. OR by emailing Town Clerk Brobston at tbrobston@cliftonpark.org. Bids will be accepted in the Town Clerk's Office, One Town Hall Plaza, Clifton Park, NY 12065 until 2:00 p.m. on April 12, 2024, at which time they will be publicly opened and read. The Town of Clifton Park reserves the right to reject any and all bids.

Teresa Brobston
Clifton Park Town Clerk

ADVENTURE CHALLENGE FENCE BID 4/12/24 @ 2:00 PM

Company Name	BASE BID	OPTIONAL PASS GATE
AFSCO FENCE	\$29,842	\$1,055
WBE FENCE CO.	35,690	500.
<i>2-3 wks</i> BRUCE FENCE CO.	27,625	1,395
<i>1-2 week</i> MARIAVILLE FENCE	28,450	840.
PRECISION GATE & FENCE	32,370	925.
SIENA FENCE	37,230	1,230

Lowdown: 16

Ref: 16

29,020

*29,790**

Mariaville Fence

60-1 Blue Barns Rd Proposal/Contract
Rexford, NY, 12148

Office 518.864.5746

Proposal Date: 3/21/2024

Proposal #: 3643

Project:

Estimator: Greg Tarte

Bill To:

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

Customer Phone

Description	Total
<p>Project: Collins Park, climbing area 225'x225'</p> <p>Mariaville Fence will furnish and install 900' lf of 8' tall, 2x9 galvanized chain link fence with 1-5/8 top rail and bottom tension wire to include one double drive gate 10' wide</p> <p>All components to be heavy commercial grade, galvanized</p> <p>Double drive gate 1-5/8 welded frame Gate posts 3" schedule 40 Terminal posts 2.5" schedule 40 Line posts 2" schedule 20 Top rail 1-5/8 schedule 20</p> <p>Optional pass gate 4' wide add \$840 to project cost</p>	28,450.00
Total	\$28,450.00

We look forward to working with you
Please find us at www.MariavilleFencing.com

www.MariavilleFencing.com

SIGNATURE _____

Town of Clifton Park
Buildings & Grounds

BID FORM

Date: 3/26/24


Company Name: Mariaville Fence

Bid Name: Adventure Challenge Fence

Base Bid: \$28,450⁰⁰

Optional pass Gate: \$840⁰⁰

Name/Title: Greg Tarte Owner

Signature: 



Town of Clifton Park

Buildings & Grounds

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

BID FORM

Date: April 9, 2024

Company Name: Bruce Fence Co., Inc.

Bid Name: Adventure Challenge Fence

Base Bid: \$27,625.00

Optional pass Gate: \$1,395.00

Name/Title: Mark Bruce, Executive Supervisor

Signature: 

RESOLUTION
#19

Resolution No. _____ of 2024, a resolution authorizing the sale of equipment declared surplus by the Town Board and authorizing the Sewer Department to sell the surplus equipment at public auction.

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

WHEREAS, Michael O'Brien, Collection System Manager, has identified a 2008 GMC Topkick 5500 with crane and service body, VIN: 1GDE5C3958F412065, as surplus property, and

WHEREAS, based upon the recommendation of Mr. O'Brien, the Town Board declares the 2008 GMC Topkick 5500 as surplus; now, therefore, be it

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

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, March 20, 2024 9:44 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 Pagniello; Teresa Brobston; Walter Smead
Subject: New Resolution Request #693

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

Department: Sewer
Your Name: Michael O'Brien
Your Email: mobrien@cliftonpark.org
Sponsor: Barrett
Agenda Session Date: 04/01/2024 ✓
Board Meeting Date: 04/15/2024 ✓
Alternate Date: 04/15/2024
Budget Number: G7
Budget Description: Clifton Park Sewer District #1
Amount: tbd
Brief Description: Declaring surplus equipment.
2008
~~2006~~ GMC Topkick 5500 with crane and service body.
Add Supporting Docs:
[fef97d8585af0681_2006_crane_utility_auction.pdf](#)
[af3abdfb6c00aebd_2006_crane_utility_auction.pdf](#)
Additional Comments/Details: none
Agree to Terms: Agree

[unsubscribe](#)

3/13/24

Town of Clifton Park Sewer Department Utility/Crane Truck Auction

2008 GMC TopKick 5500

4x4

Duramax Diesel

Allison Transmission

80,844 Miles

Knapheide Crane Box

Onboard 35KW PTO Generator with FROG Governor 208/3ph set up.

Venturo Electric/ Hydraulic Crane with pendant.

Truck is currently road worthy, sold as is.

Ladder Rack

Cone rack on Front Bumper

RESOLUTION
#20

Resolution No. _____ of 2024, a resolution renewing Existing Term Easements pursuant to Section 125-10 C Conservation Easement Renewals of the Town Code.

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

WHEREAS, the Town initiated a Term Conservation Easement Program in 1996, with Term Easements issued with a Minimum 15-Year Term thereafter; and

WHEREAS, the first Term Conservation Easements issued pursuant to Town Code Chapter 125 expired in 2011, and

WHEREAS, by Resolution No. 100 of 2020, the Town Board adopted Local Law No. 5 of 2020 eliminating the requirement for a public hearing on renewal applications of existing term conservation easements, and

WHEREAS, three applications were received from individual holders of existing Conservation Easements expiring in 2024 to renew the existing Conservation Easement, and

WHEREAS, the individuals and parcels listed on the attached Schedule A have applied for renewal of term conservation easements for properties and terms as listed, and

WHEREAS, pursuant to Chapter 125-10 (C) the Town Board wishes to renew all applications for renewal of Term Conservation Easements as listed on Schedule A; now therefore be it

RESOLVED, that the expiring renewal applications submitted to the Assessor as shown on Schedule A are hereby renewed.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, March 27, 2024 10:43 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 Pagniello; Teresa Brobston; Walter Smead
Subject: New Resolution Request #709

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

Department: Assessor's Office
Your Name: Walter Smead
Your Email: wsmead@cliftonpark.org
Sponsor: P. Barrett
Agenda Session Date: 04/01/2024 ✓
Board Meeting Date: 04/15/2024 ✓
Alternate Date: 04/15/2024
Budget Number: N/A
Budget Description: N/A
Amount: n/a
Brief Description: Approve Conservation Easement Renewals per the attached Schedule A
Add Supporting Docs:
[8fc0d1ebfd51bb51 17.1 Conservation Easement Renewals-Schedule A.pdf](#)
Additional Comments/Details: n/a
Agree to Terms: Agree

[unsubscribe](#)

2024 Conservation Easement Renewals

SCHEDULE A

SBL	Applicant	Parcel Address	Acreage	Start Date	Term	End Date	Type	Assessment Reduction Amount
263.-2-6	Timothy & Laura Gedney	96 Ashdown Road Ballston Lake NY 12019	57.35	3/2/1999	25	3/1/2024	Open Space	\$128,375
264.-3-4.1	Sammier, Robert L & Mohler, Carol E	Rt 146A Rexford NY 12148	3.28	3/2/2004	20	3/1/2024	Farm	\$42,750
264.-3-71	Sammier, Robert L & Mohler, Carol E	Rt 146A Rexford NY 12148	285.45	3/2/2004	20	3/1/2024	Farm	\$306,090

RESOLUTION
21

Resolution No. _____ of 2024, Bond Resolution dated April 15, 2024 authorizing the issuance of not to exceed \$3,370,000 serial bonds to finance the cost of certain water system improvements in the Eastside Drive and Route 146A area of the Town of Clifton Park.

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

WHEREAS, the Town Board of the Town of Clifton Park proposes to undertake the design, construction, and interconnection of certain pipes, valves, fire hydrants and related infrastructure for the distribution of public water for properties located in the Eastside Drive and Route 146A area of the Town (the "Project"), as described in the Preliminary Engineering Report, last revised August 2023, prepared by Prime AE Group, Engineers which is on file in the Town Clerk's office; and

WHEREAS, the total estimated maximum cost of the Project is \$3,370,000; and

WHEREAS, the Town Board now desires to authorize the issuance of up to \$3,370,000 in Town obligations to pay costs of the Project; now therefore be it

RESOLVED by the Town Board of the Town of Clifton Park, Saratoga County, New York, as follows:

Section 1. The Town of Clifton Park, New York (the "Town") is hereby authorized to undertake the acquisition, construction and installation of a water supply and distribution system for the distribution of public water for properties located in the Eastside Drive and Route 146A area of the Town, including but not limited to, the design, construction, and interconnection of certain pipes, valves, fire hydrants and related infrastructure, and the acquisition of machinery, equipment or apparatus required in connection therewith, at an estimated maximum cost of \$3,370,000.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific objects or purposes is \$3,370,000, said amount is hereby appropriated therefor, and the plan for the financing thereof shall consist of the issuance of not to exceed \$3,370,000 in serial bonds (the "Bonds") of the Town which are hereby authorized to be issued pursuant to this resolution and the provisions of the Local Finance Law; PROVIDED, HOWEVER, all Federal or State grant funds received for such class of objects or purposes shall be applied to reduce the amount borrowed for such purposes or to pay principal of and interest on the Bonds or any bond anticipation notes issued in anticipation of the Bonds (the "Notes").

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty (40) years pursuant to subparagraph 1 of Section 11.00(a) of the Local Finance Law. The proposed maturity of the Bonds will be in excess of five years.

Section 4. Pursuant to Section 107.00(d)(3)(l) of the Local Finance Law, current funds are not required to be provided prior to issuance of the Bonds or Notes.

Section 5. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this resolution.

Section 6. The Bonds and Notes shall contain the recital of validity prescribed by Section 52.00 of the Local Finance Law, and the Bonds and Notes shall be general obligations of the Town payable as to both principal and interest by a general tax upon all the real property within the Town without legal or constitutional limitation as to rate or amount. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be apportioned and assessed upon the several lots and parcels of land within a water district (the "District") to be formed by the Town, which District shall include all properties that the Town Board shall determine to be especially benefited by the capital purpose described in Section 1 of this resolution. Such assessment shall be in an amount sufficient to pay the principal of and interest on the Bonds and Notes, as the same becomes due and payable, but if not paid from such source, all the taxable real property in the Town shall be subject to the levy of ad valorem taxes without limitation as to rate or amount sufficient to pay the principal of and interest on such obligations.

Section 7. Subject to the provisions of this resolution and of the Local Finance Law, and pursuant to the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 63.00 inclusive of the Local Finance Law, the power to authorize the issuance of and to sell Notes in anticipation of the issuance and sale of the Bonds herein authorized, including renewals of such Notes, and the power to prescribe the terms, form and contents of the Bonds and Notes, and the power to sell and deliver the Bonds and Notes, and the power to sell and deliver the Bonds and Notes providing for substantially level or declining annual debt service, is hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

Section 8. This resolution is intended to constitute the declaration of the Town's "official intent" to reimburse the expenditures authorized by this resolution with the proceeds of the Bonds and Notes authorized herein, as required by United States Treasury Department Regulation 1.150-2.

Section 9. The Bonds and Notes authorized to be issued by this resolution are hereby authorized to be consolidated, at the option of the Town Supervisor, the chief fiscal officer, with the serial bonds and bond anticipation notes authorized by other bond resolutions adopted by the Town Board for purposes of sale in one or more bond or note issues aggregating an amount not to exceed the amount authorized in such resolutions. All matters regarding the sale of the Bonds, including the dated date of the Bonds, the consolidation of the Bonds and Notes with other issues of the Town, and the serial maturities of the Bonds, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

Section 10. The Town Supervisor, as Chief Fiscal Officer of the Town, is further authorized to sell all or a portion of the Bonds and Notes to the New York State Environmental Facilities Corporation ("EFC") and/or the United States Department of Agriculture, Rural Development ("Rural Development"), in the form prescribed in one or more financing, grant or similar agreements (the "Financing Agreements") between the Town and EFC and/or Rural Development; to execute and deliver on behalf of the Town one or more Financing Agreements with EFC and/or Rural Development, and to execute such other documents, and take such other actions, as are necessary or appropriate to obtain financing from the EFC and/or Rural Development for all or a portion of the costs of the expenditures authorized by this Bond Resolution, and perform the Town's obligations under its Bonds and Notes delivered to EFC and/or Rural Development and under the Financing Agreements. The Town Supervisor is further authorized to seek grant funding from such New York State or federal grant programs deemed appropriate and to execute and deliver on behalf of the Town one or more Financing Agreements with the appropriate entities/agencies and to execute such other documents, and take such other actions, as are necessary or appropriate to obtain financing for all or a portion of the costs of the expenditures authorized by this Bond Resolution.

Section 11. The validity of the Bonds and Notes authorized by this resolution may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money; or

(b) the provisions of law which should be complied with at the date of the publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 12. This resolution, or a summary thereof, shall be published in the official newspapers of the Town for such purpose, together with a notice of the Clerk of the Town in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 13. The Town Supervisor, as chief fiscal officer of the Town, is hereby authorized to enter into an undertaking for the benefit of the holders of the Bonds and Notes, requiring the Town to provide secondary market disclosure as required by Securities and Exchange Commission Rule 15c2-12.

Section 14. The Town Board hereby determines that the requirements of the State Environmental Quality Review Act and the regulations thereunder have previously been satisfied with respect to the expenditures authorized by this resolution.

Section 15. This resolution is subject to permissive referendum pursuant to Article 7 of the Town Law of the State of New York. The Town Clerk is hereby authorized and directed to post and publish a notice, in the manner and form prescribed by Article 7 of the Town Law, within ten (10) days after adoption of this resolution.

Section 16. This resolution shall take effect thirty (30) days after it is adopted by the Town Board assuming no petition for referendum is received pursuant to Article 7 of the Town Law; provided, however, notwithstanding anything herein to the contrary, no Bonds, Notes or other obligations of the Town shall be issued pursuant to this resolution until (1) the District has been duly established pursuant to all requirements of the New York State Town Law including, but not limited to, New York State Comptroller's approval of the District formation, if required under the Town Law, and (2) after the District has been duly established in accordance with the Town Law, the Town Board shall adopt an additional bond resolution that amends, restates and replaces this resolution, to unconditionally authorize the issuance of the Town's Bonds and Notes for the objects or purposes described herein.

The question of adoption of the foregoing resolution was duly put to a vote, which resulted as follows:

<u>Name</u>	<u>Vote</u>
-------------	-------------

The resolution was thereupon declared duly adopted.

RESOLUTION

22

Resolution No. of 2024, a resolution to extend the original agreements of just compensation for five (5) property owners adjacent to the Route 146 Trail Extension project (Project).

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

WHEREAS, by Resolution 10 of 2023, the Town Board authorized the just compensation for Right-of-Way (ROW) acquisitions for temporary easements for five (5) properties along the proposed route of the Project, and

WHEREAS, the Project was delayed going out to bid due to a state-wide grant contract issue raised by the NYS Department of Environmental Conservation (DEC) regarding the NYS DOT right-of-way, and

WHEREAS, due to the Project delay, the original temporary easements are expiring, and

WHEREAS, per the original temporary easement agreement with each of the five (5) property owners, the Town may extend the agreement up to two (2) additional one-year terms by notifying the property owner in writing, and

WHEREAS, the extension of one year for each of the original five (5) temporary easements, by the amount set in the Town's agreements with each property, would see the Project through to completion; now therefore be it

RESOLVED, that the Town Board approves extending the Route 146 Trail Extension project temporary easement agreements of the properties listed in the attached Schedule A, at a cost not to exceed \$4,300, from H62-07629-00200 (Capital Projects Route 146 Sidewalk – Trails – Equipment).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, March 27, 2024 2:44 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead
Subject: New Resolution Request #711

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

Department: Planning

Your Name: Jennifer Viggiani / John Scavo

Your Email: jviggiani@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 04/01/2024 ✓

Board Meeting Date: 04/15/2024 ✓

Alternate Date: 05/06/2024

Budget Number: H62

Budget Description: ROW - Temporary Easements Extension

Amount: \$4,300.00

Brief Description: Per notification by the Town's ROW Specialist, the temporary easements are expiring for the Rt 146 Sidewalks project, involving four property owners, for a total of \$4,300.00 in additional funding needed for Right-Of-Way (ROW). The construction project is going out to bid on March 28, 2024, with bids due on April 22, 2024. Requesting authorization of the additional year of the temporary easements by the amount set in the town's agreements with each property owner, to see the project through to completion. The project had been set to go out to bid in late June 2023; but was delayed due to a grant contract issue (state-wide) raised by NYS DEC regarding NYS DOT right-of-way. A maintenance agreement approach has been proposed to address this issue. The overall project is receiving partial funding through a NYS Department of Environmental Conservation Climate Smart Communities Grant Contract with the Town.

Add Supporting Docs:

[c695e017dfd7a092 ROW Agreements 2023 DEC01-](#)

[C00592GG NY Rt 146 Sidewalks Project Town of Clifton Park red size.pdf](#)

[98d8882371f2a6ce Just Compensation ROW Costs Spreadsheet C00592GG Rt 146 Sidewalks.pdf](#)

Additional Comments/Details: The Town authorized the just compensation for ROW Acquisitions for fee simple and temporary easements by Town Board Resolution 10 of 2023 (1/9/2023) with funds allocated to J62-07629-0200 Capital Projects Route 146 Sidewalk - Trails - Equipment). The town has the executed agreements on file for each property owner.

Agree to Terms: Agree

[unsubscribe](#)

Resolution No. 10 of 2023, a resolution to set and approve the offer of just compensation to property owners adjacent to the Route 146 Trail Extension project.

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

WHEREAS, by Resolution No. 22 of 2022, the Town Board authorized the Supervisor to execute a grant contract with New York State Department of Environmental Conservation for partial funding of a project to construct a sidewalk along the North side of NYS Route 146, from Northcrest Drive to Maxwell Drive, in the Exit 9 area of the Town, under the "Climate Smart Communities Grant Program," and

WHEREAS, by Resolution No. 43 of 2022, the Town Board authorized a design contract with MJ Engineering, and authorized the Comptroller to create a capital projects budget for the project, and

WHEREAS, by Resolution No. 2 of 2019, the Town authorized a professional services agreement with MJ Engineering for preliminary design work, with subsequent approvals for more advanced engineering design for a pedestrian improvement project to construct a multi-use trail, and

WHEREAS, MJ Engineering has contracted with Greenman-Pederson, Inc. (GPI) to evaluate the value of real property rights needed to advance the project, if any, and

WHEREAS, GPI has determined that certain temporary and permanent acquisitions are needed to advance the project, and recommends just compensation amounts for (5) properties along the proposed route, including one interest in fee simple, as outlined in e-correspondence from ROW Specialist Kimberly Dempsey, attached; now, therefore, be it

RESOLVED, that the Town Board approves the acquisition of the property interests as listed in the attached just compensation letters from GPI, and authorizes the Supervisor to sign the attached offers to the listed property owners for the project, with funds from H62-07629-00200 (Capital Projects Route 146 Sidewalk – Trails – Equipment) to offset costs of acquisition.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

January 9, 2023

Teresa Brobston, Town Clerk

PROPERTY SUMMARY

4 Northcrest Drive, Clifton Park, NY
Jim Galarneau, PE
NY Route 146 Sidewalks
DEC01-C00592GG
Saratoga
Town of Clifton Park

PROPERTY

4 Northcrest Drive, Clifton Park, NY
Tax Map #: 271.11-1-32
Map(s): Map 1
Parcel(s): Parcel 1

PROPERTY OWNER(S)

Jim Galarneau, PE
4 Northcrest Drive
Clifton Park, NY 12065
Phone: (518) 598-8904
Email: galarneaujim@gmail.com

ACQUISITION TYPE(S)

Temporary Easement: 876 sf +/- \$500.00
TOTAL: \$500.00 ✎

DESCRIPTION OF ACQUISITION(S)

A temporary easement is required to accommodate a construction work area and will be terminated upon completion.

DOCUMENTS ATTACHED FOR SIGNATURE

- ✓ Purchase Agreement (in Duplicate)
- ✓ Acquisition Maps

TEMPORARY EASEMENT DOCUMENTS

- ✓ TP-584 for Temporary Easement

AGREEMENT TO PURCHASE TEMPORARY EASEMENT

Project: NY Route 146 Sidewalks

PIN: DEC01-C00592GG Map 1 Parcel 1

By this Agreement, Prince of Peace Lutheran Church (hereinafter "Seller"), agrees to sell and Town of Clifton Park, agrees to purchase the real property interest(s) described below required for construction purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, and convey:

A temporary easement over 876 +/- square feet of real property.

Located at 4 Northcrest Drive, Clifton Park, NY, further described as:

Being a temporary possessory interest over a portion of the Seller's lands described in a Warranty Deed dated 6/23/1975, and recorded on 7/22/1975, in Book 950 of Deeds at Page 858, in the Office of the County Clerk for Saratoga, New York and assigned Tax Map No. 271.11-1-32, and being the same lands designated as Parcel 1 on Acquisition Map 1 attached hereto as Exhibit "A" (the "Property").

This project involves the construction of approximately 0.3 miles of sidewalk to fill in the gaps along the north side of NY Rt 146 from Northcrest Drive to Maxwell Drive.

A temporary easement is required to accommodate a construction work area and will be terminated upon completion.

2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the Property are included in as a part of the sale pursuant to this Agreement:

- a. Additional improvements include tree removals and the full reconstruction of the Church driveway entrance as shown on the plans. The combined value of both driveway improvements and tree removal exceeds \$4,000.
- b. The church will be notified at least 30 days prior to the start of construction in order to provide sufficient time to coordinate the removal/relocation of their sprinklers, which are located within the right-of-way where the new sidewalk will be installed.

3. **PURCHASE PRICE.** The total purchase price is \$500.00 FIVE HUNDRED DOLLARS AND 00/100.

The Purchase Price includes the Property described in paragraph 1 and the improvements described in paragraph 2.

4. **PAYMENT.** Upon Buyer's receipt and approval of this Agreement signed by the Seller, and after authorization by appropriate administrative and legal entities as may be

required by statute, and after Buyer has provided all papers necessary to convey clear title, Buyer shall pay the full Purchase Price.

In the event of any outstanding liens, a release may be required from the lien holder. Any outstanding lien payments shall be authorized by the Seller. At the time of payment, the Buyer shall issue separate checks for any such obligations and the adjusted purchase price paid to the Seller.

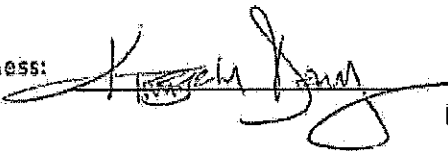
5. **CLOSING DATE AND PLACE.** Transfer of title rights shall take place at a mutually acceptable location or by mail, on or about ninety (90) days from the date of the fully executed and approved original of this Agreement.
6. **BUYER'S POSSESSION OF THE PROPERTY.** The possession and term of all temporary easements shall commence within nine months of the execution date of the temporary easement agreement. The term for all temporary easement(s) shall be for ONE (1) year. A temporary easement may be extended for two (2) additional one-year (1) terms at the option of the Buyer. Thirty (30) days prior to the expiration of the initial term, or each extended term of the temporary easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the temporary easement for an additional year. The compensation for each additional one-year (1) term shall be \$500.00. The Buyer shall include a check for the sum of \$500.00 with said written notification to the Seller. The temporary easement will terminate upon the approval of the completed work, unless sooner terminated if deemed no longer necessary.
7. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
 - a. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to grant and convey the real property interest(s) and improvements, if applicable described in paragraphs 1 and 2 above
 - b. Abstract, Bankruptcy, Tax Searches, and Acquisition Map. Buyer will pay for a search of public records, deeds, court, and tax records and will prepare a title certification letter. Buyer will pay for and furnish to the Seller an Acquisition Map(s).
8. **MARKETABILITY OF TITLE.** If deemed necessary by the Buyer to ensure good, valid and marketable temporary easement title to the property, Buyer may pay for such curative actions necessary to clear title. Curative action is defined as such actions or efforts required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents necessary to establish good, valid, and marketable temporary easement title.

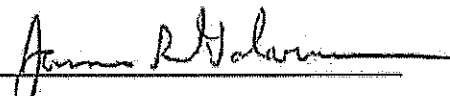
The Seller shall be responsible for the cost to satisfy liens and encumbrances ("Encumbrances") identified by the Buyer. If there are any Encumbrances which can be cured by the payment of money, Seller shall cure such Encumbrances. The cost to cure

such Encumbrances shall be deducted from the Purchase Price stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing.

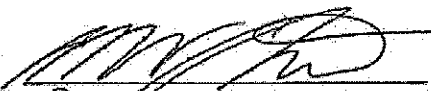
9. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax, if applicable.
10. **INSURANCE.** The Buyer shall require that its contractor performing work on the property(ies) specific to this project maintain standard liability insurance covering personal injuries and property damage at all times during the duration of the project, and shall name buyer and any affected property owners as additional insureds as their interests may appear.
11. **ENTIRE AGREEMENT.** This Agreement when signed by both the Seller and the Buyer contains all the agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained herein. No verbal agreements or promises will be binding. This Agreement may not be changed orally.
12. **NOTICES.** All notices contemplated by this Agreement shall be in writing and delivered by a.) certified or registered mail, return receipt requested, b.) by email or c) by personal delivery. Notices shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given or received by the parties or the attorneys for the parties.
13. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon Seller and Buyer, their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, on this 30th day of March, 2023, the parties have entered into this Agreement.

Witness: 

Signature: 
Print Name: Jim Galarneau, PE
Title: Facilities Team leader
Date: 3/30/2023

Witness: 

Signature: 
Print Name: PAUL BARRETT
Title: TOWN SUPERVISOR
Date: 5-8-23

PROPERTY SUMMARY

873 Route 146, Clifton Park, NY

Jeff & Nancy Starr

NY Route 146 Sidewalks

DEC01-C00592GG

Saratoga County

Town of Clifton Park

PROPERTY

873 Route 146, Clifton Park, NY

Tax Map #: 271.12-1-24

Map(s): Map 2; Map 3

Parcel(s): Parcel 2; Parcel 3

PROPERTY OWNER(S)

Jeff & Nancy Starr

873 Route 146

Clifton Park, NY 12065

Phone: (518) 371-8788

Email: eyedctr@aol.com

ACQUISITION TYPE(S)

Fee Acquisition:	385 sf +/-	\$3,300.00
Temporary Easement:	2051 sf +/-	\$1,500.00 ✱
	TOTAL:	\$4,800.00

DESCRIPTION OF ACQUISITION(S)

A temporary easement is required to accommodate a construction work area and will be terminated upon completion.

A fee acquisition is required to accommodate a new sidewalk which will serve as the new highway boundary.

DOCUMENTS ATTACHED FOR SIGNATURE

- ✓ Purchase Agreement (In Duplicate)
- ✓ Acquisition Maps

FEE ACQUISITION DOCUMENTS

- ✓ TP-584 for Fee Acquisition
- ✓ RP-5217 for Fee Acquisition

TEMPORARY EASEMENT DOCUMENTS

- ✓ TP-584 for Temporary Easement

EXECUTED IN DUPLICATE

ADVANCE PAYMENT AGREEMENT TO PURCHASE REAL PROPERTY

Project: NY Route 146 Sidewalks

PIN: DEC01-C00592GG Map 2 & Map 3 Parcel 2 & Parcel 3

By this Agreement Jeff & Nancy Starr (hereinafter "Seller"), agrees to sell and Town of Clifton Park, agrees to purchase the real property interest(s) described below required for public right of way purposes only.

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, and convey:

- A temporary easement over 2,051 +/- square feet of real property
- All the Seller's right, title, and interest to 385 +/- square feet of real property

Located at 873 Route 146, Clifton Park, NY, further described as:

Being a portion of the Seller's lands described in a Warranty Deed dated 6/30/1999, and recorded on 7/2/1999, in Book 1522 of Deeds at Page 524, in the Office of the County Clerk for Saratoga County, New York and assigned Tax Map No. 271.12-1-24, and being the same lands designated as Parcel 2 and Parcel 3 on Acquisition Map 2 and Map 3 attached hereto as Exhibit "A" (the "Property").

This project involves the construction of approximately 0.3 miles of sidewalk to fill in the gaps along the north side of NY Rt 146 from Northcrest Drive to Maxwell Drive.

A temporary easement is required to accommodate construction activities as associated to the sidewalk construction only and will be terminated upon completion or sooner if deemed no longer necessary.

A fee acquisition is required to accommodate a new sidewalk which will serve as the new highway boundary.

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the Property are included in as a part of the sale pursuant to this Agreement:

- a. None.

3. PURCHASE PRICE. The total purchase price is \$4,800.00.

The Purchase Price includes the Property described in paragraph 1 and the improvements described in paragraph 2.

4. PAYMENT. Upon Buyer's receipt and approval of this Agreement signed by the Seller, and after authorization by appropriate administrative and legal entities as may be required by statute, and after Buyer has provided all papers necessary to convey clear title, Buyer shall pay the full Purchase Price.

In the event of any outstanding liens, a release may be required from the lien holder. Any outstanding lien payments shall be authorized by the Seller. At the time of payment, the Buyer shall issue separate checks for any such obligations and the adjusted purchase price paid to the Seller.

The Seller accepts this offer as an advance payment and understands that such action will have no bearing on Seller's right to seek additional compensation. The Seller shall file a written claim within the time specified by the court, as provided in Subdivision (B) of Section 503 of the Eminent Domain

Procedure Law. If the Seller does not act within the time specified by the court, the offer will be deemed accepted in full settlement.

5. **CLOSING DATE AND PLACE.** Transfer of title rights shall take place at a mutually acceptable location or by mail, on or about ninety (90) days from the date of the fully executed and approved original of this Agreement.

6. **BUYER'S POSSESSION OF THE PROPERTY.** For fee simple and permanent easement acquisitions, the Buyer shall have possession of the Property rights, on the day advance payment is received by the Seller. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent.

The possession and term of all temporary easements shall commence within nine months of the execution date of the temporary easement agreement. The term for all temporary easement(s) shall be for **ONE (1) year**. A temporary easement may be extended for two (2) additional one-year (1) terms at the option of the Buyer and acceptance of the Seller. Thirty (30) days prior to the expiration of the initial term, or each extended term of the temporary easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the temporary easement for an additional year. The compensation for each additional one-year (1) term shall be **\$1,500.00**. The Buyer shall include a check for the sum of **\$1,500.00** with said written notification to the Seller. The temporary easement will terminate upon the approval of the completed work, unless sooner terminated if deemed no longer necessary.

7. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:

- a. **Deed.** Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to grant and convey the real property interest(s) and improvements described in paragraphs 1 and 2 above.
- b. **Abstract, Bankruptcy, Tax Searches, and Acquisition Map.** Buyer will pay for a search of public records, deeds, court, and tax records and will prepare a title certification letter. Buyer will pay for and furnish to the Seller an Acquisition Map(s).

8. **MARKETABILITY OF TITLE.** If deemed necessary by the Buyer to ensure good, valid and marketable fee simple and/or permanent easement title to the Property, Buyer shall pay for such curative actions necessary to clear title. Curative action is defined as such actions or efforts required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents necessary to establish good, valid, and marketable fee simple and/or permanent easement title.

The Seller shall be responsible for the cost to satisfy liens and encumbrances ("Encumbrances") identified by the Buyer. If there are any Encumbrances which can be cured by the payment of money, Seller shall cure such Encumbrances. The cost to cure such Encumbrances shall be deducted from the Purchase Price stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing.

9. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax, if applicable. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

10. **INSURANCE.** The Buyer shall require that its contractor performing work on the Property shall, at all times during the duration of the project, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the property.

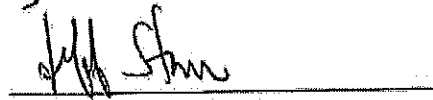
11. **ENTIRE AGREEMENT.** This Agreement when signed by both the Seller and the Buyer contains all the agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained herein. No verbal agreements or promises will be binding. This Agreement may not be changed orally.
12. **NOTICES.** All notices contemplated by this Agreement shall be in writing and delivered by a.) certified or registered mail, return receipt requested, b.) by email or c) by personal delivery. Notices shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given or received by the parties or the attorneys for the parties.
13. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon Seller and Buyer, their respective heirs, personal representatives, successors and/or assigns.
14. **NON-COMPLIANCE ISSUES.** The Sellers property is currently zoned as B-1 Business Non Retail. The Town of Clifton Park will not prohibit modifications to what is currently considered a permitted use within the B-1 Zoning District. The Town of Clifton Park recognizes that any land ownership transfer for constructing the sidewalk along Route 146 is beyond the property owner's control, and the difficulty is not self-created by decreasing an existing setback distance for the current structure to the highway right-of-way boundary.

IN WITNESS WHEREOF, on this 4 day of May, 2023, the parties have entered into this Agreement.

Witness:



Signature:

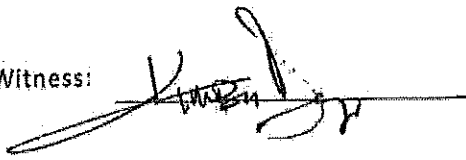


Print Name: Jeff Starr

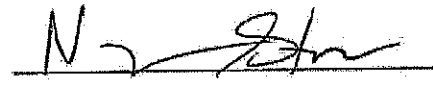
Title: Owner

Date: 5/4/23

Witness:



Signature:

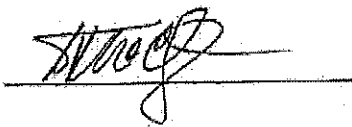


Print Name: Nancy Starr

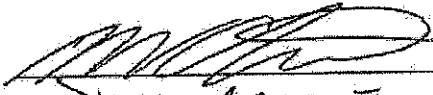
Title: Owner

Date: 5/4/23

Witness:



Signature:



Print Name: PHIL BARRETT

Title: TOWN SUPERVISOR

Date: 5-8-23

PROPERTY SUMMARY

2 Crestmont Drive, Clifton Park, NY
863 Route 146, LLC (Property 1)
NY Route 146 Sidewalks
DEC01-C00592GG
Saratoga
Town of Clifton Park

PROPERTY

2 Crestmont Drive, Clifton Park, NY
Tax Map #: 271.12-1-22
Map(s): Map 05; Map 06
Parcel(s): Parcel 05; Parcel 06

PROPERTY OWNER(S)

863 Route 146, LLC (Property 1)
Bruce Davis & Michael King
Clifton Park, NY 12065
Phone: (518) 383-3960
Mobile: (518) 441-1821
Email: cdxp@aol.com

ACQUISITION TYPE(S)

Fee Acquisition:	259 sf +/-	\$2,100.00
Temporary Easement:	798 sf +/-	\$600.00 ✕
	TOTAL:	\$2,700.00

DESCRIPTION OF ACQUISITION(S)

A fee acquisition is required to accommodate a new sidewalk which will serve as the new highway boundary.

DOCUMENTS ATTACHED FOR SIGNATURE

- ✓ Purchase Agreement (in Duplicate)
- ✓ Acquisition Maps

FEE ACQUISITION DOCUMENTS

- ✓ TP-584 for Fee Acquisition
- ✓ RP-5217 for Fee Acquisition

TEMPORARY EASEMENT DOCUMENTS

- ✓ TP-584 for Temporary Easement

AGREEMENT TO PURCHASE REAL PROPERTY

Project: NY Route 146 Sidewalks

PIN: DEC01-C00592GG Map 05 & Map 06 Parcel 05 & Parcel 06

By this Agreement 863 Route 146 LLC (Property 1) (hereinafter "Seller"), agrees to sell and Town of Clifton Park, agrees to purchase the real property interest(s) described below required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, and convey:

- A temporary easement over 798 +/- square feet of real property
- All the Seller's right, title, and interest to 259 +/- square feet of real property

Located at 2 Crestmont Drive, Clifton Park, NY, further described as:

Being a portion of the Seller's lands described in a Warranty Deed dated 11/9/2010, and recorded on 11/23/2010, in Book 210 of Deeds at Page 38355, in the Office of the County Clerk for Saratoga County, New York and assigned Tax Map No. 271.12-1-22, and being the same lands designated as Parcel 05 and Parcel 06 on Acquisition Map 05 and Map 06 attached hereto as Exhibit "A" (the "Property").

This project involves the construction of approximately 0.3 miles of sidewalk to fill in the gaps along the north side of NY Rt 146 from Northcrest Drive to Maxwell Drive.

A fee acquisition is required to accommodate a new sidewalk which will serve as the new highway boundary.

2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the Property are included in as a part of the sale pursuant to this Agreement:

- a. The sprinklers will be relocated and included in the construction.

3. **PURCHASE PRICE.** The total purchase price is \$2,700.00.

The Purchase Price includes the Property described in paragraph 1 and the improvements described in paragraph 2.

4. **PAYMENT.** Upon Buyer's receipt and approval of this Agreement signed by the Seller, and after authorization by appropriate administrative and legal entities as may be required by statute, and after Buyer has provided all papers necessary to convey clear title, Buyer shall pay the full Purchase Price.

In the event of any outstanding liens, a release may be required from the lien holder. Any outstanding lien payments shall be authorized by the Seller. At the time of payment, the Buyer shall issue separate checks for any such obligations and the adjusted purchase price paid to the Seller.

5. **CLOSING DATE AND PLACE.** Transfer of title rights shall take place at a mutually acceptable location or by mail, on or about ninety (90) days from the date of the fully executed and approved original of this Agreement.
6. **BUYER'S POSSESSION OF THE PROPERTY.** For fee simple and permanent easement acquisitions, the Buyer shall have possession of the Property rights, on the day payment is received by the Seller. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent.
7. The possession and term of all temporary easements shall commence within nine months of the execution date of the temporary easement agreement. The term for all temporary easement(s) shall be for **ONE (1) year**. A temporary easement may be extended for two (2) additional one-year (1) terms at the option of the Buyer. Thirty (30) days prior to the expiration of the initial term, or each extended term of the temporary easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the temporary easement for an additional year. The compensation for each additional one-year (1) term shall be **\$600.00**. The Buyer shall include a check for the sum of **\$600.00** with said written notification to the Seller. The temporary easement will terminate upon the approval of the completed work, unless sooner terminated if deemed no longer necessary.
8. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
 - a. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to grant and convey the real property interest(s) and improvements described in paragraphs 1 and 2 above.
 - b. Abstract, Bankruptcy, Tax Searches, and Acquisition Map. Buyer will pay for a search of public records, deeds, court, and tax records and will prepare a title certification letter. Buyer will pay for and furnish to the Seller an Acquisition Map(s).
9. **MARKETABILITY OF TITLE.** If deemed necessary by the Buyer to ensure good, valid and marketable fee simple and/or permanent easement title to the Property, Buyer shall pay for such curative actions necessary to clear title. Curative action is defined as such actions or efforts required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents necessary to establish good, valid, and marketable fee simple and/or permanent easement title.

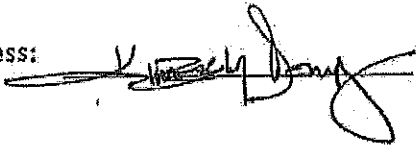
The Seller shall be responsible for the cost to satisfy liens and encumbrances ("Encumbrances") identified by the Buyer. If there are any Encumbrances which can be cured by the payment of money, Seller shall cure such Encumbrances. The cost to cure such Encumbrances shall be deducted from the Purchase Price stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing.
10. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax, if applicable. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal

year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

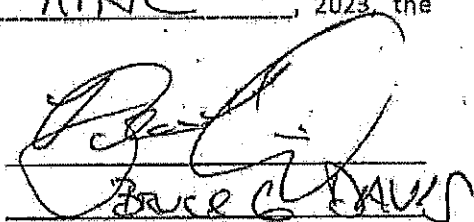
11. **INSURANCE.** The Buyer shall require that its contractor performing work on the Property shall, at all times during the duration of the project, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the property.
12. **ENTIRE AGREEMENT.** This Agreement when signed by both the Seller and the Buyer contains all the agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained herein. No verbal agreements or promises will be binding. This Agreement may not be changed orally.
13. **NOTICES.** All notices contemplated by this Agreement shall be in writing and delivered by a.) certified or registered mail, return receipt requested, b.) by email or c) by personal delivery. Notices shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given or received by the parties or the attorneys for the parties.
14. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon Seller and Buyer, their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, on this 4 day of APRIL, 2023, the parties have entered into this Agreement.

Witness:



Signature:



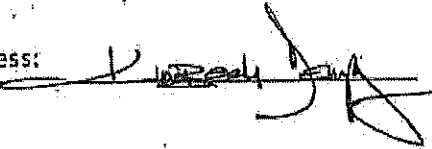
Print Name:

Bruce C. Davis

Title: Property Owner

Date:

Witness:



Signature:



Print Name:

Michael L. King

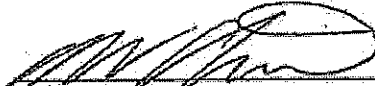
Title: Property Owner

Date:

Witness:



Signature:



Print Name:

PHIL BARRETT

Title: TOWN SUPERVISOR

Date:

5-8-23

PROPERTY SUMMARY

863 Route 146, Clifton Park, NY
863 Route 146, LLC (Property 2)
NY Route 146 Sidewalks
DEC01-C00592GG
Saratoga
Town of Clifton Park

PROPERTY

863 Route 146, Clifton Park, NY
Tax Map #: 271.00-3-23
Map(s): Map 06
Parcel(s): Parcel 07

PROPERTY OWNER(S)

863 Route 146, LLC (Property 2)
Bruce Davis & Michael King
Clifton Park, NY 12065
Phone: (518) 383-3960
Mobile: (518) 441-1821
Email: cdxp@aol.com

ACQUISITION TYPE(S)

Temporary Easement: 978 sf +/- \$1,200.00 *
TOTAL: \$1,200.00

DESCRIPTION OF ACQUISITION(S)

A temporary easement is required to accommodate a construction work area and will be terminated upon completion.

DOCUMENTS ATTACHED FOR SIGNATURE

- ✓ Purchase Agreement (in Duplicate)
- ✓ Acquisition Maps

TEMPORARY EASEMENT DOCUMENTS

- ✓ TP-584 for Temporary Easement

AGREEMENT TO PURCHASE TEMPORARY EASEMENT

Project: NY Route 146 Sidewalks

PIN: DEC01-C00592GG

Map 06

Parcel 07

By this Agreement 863 Route 146 LLC (Property 2) (hereinafter "Seller"), agrees to sell and Town of Clifton Park, agrees to purchase the real property interest(s) described below required for construction purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, and convey:

A temporary easement over 978 +/- square feet of real property

Located at 863 Route 146, Clifton Park, NY, further described as:

Being a temporary possessory interest over a portion of the Seller's lands described in a Warranty Deed dated 9/27/2004, and recorded on 10/27/2004, in Book 1699 of Deeds at Page 422, in the Office of the County Clerk for Saratoga, New York and assigned Tax Map No. 271.00-3-23, and being the same lands designated as Parcel 07 on Acquisition Map 06 attached hereto as Exhibit "A" (the "Property").

This project involves the construction of approximately 0.3 miles of sidewalk to fill in the gaps along the north side of NY Rt 146 from Northcrest Drive to Maxwell Drive.

A temporary easement is required to accommodate a construction work area and will be terminated upon completion.

2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the Property are included in as a part of the sale pursuant to this Agreement:

a. The sprinklers will be relocated and included in the construction.

3. **PURCHASE PRICE.** The total purchase price is \$1,200.00.

The Purchase Price includes the Property described in paragraph 1 and the improvements described in paragraph 2.

4. **PAYMENT.** Upon Buyer's receipt and approval of this Agreement signed by the Seller, and after authorization by appropriate administrative and legal entities as may be required by statute, and after Buyer has provided all papers necessary to convey clear title, Buyer shall pay the full Purchase Price.

In the event of any outstanding liens, a release may be required from the lien holder. Any outstanding lien payments shall be authorized by the Seller. At the time of payment, the Buyer shall issue separate checks for any such obligations and the adjusted purchase price paid to the Seller.

5. **CLOSING DATE AND PLACE.** Transfer of title rights shall take place at a mutually acceptable location or by mail, on or about ninety (90) days from the date of the fully executed and approved original of this Agreement.
6. **BUYER'S POSSESSION OF THE PROPERTY.** The possession and term of all temporary easements shall commence within nine months of the execution date of the temporary easement agreement. The term for all temporary easement(s) shall be for **ONE (1) year**. A temporary easement may be extended for two (2) additional one-year (1) terms at the option of the Buyer. Thirty (30) days prior to the expiration of the Initial term, or each extended term of the temporary easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the temporary easement for an additional year. The compensation for each additional one-year (1) term shall be **\$1,200.00**. The Buyer shall include a check for the sum of **\$1,200.00** with said written notification to the Seller. The temporary easement will terminate upon the approval of the completed work, unless sooner terminated if deemed no longer necessary.
7. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
 - a. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to grant and convey the real property interest(s) and improvements, if applicable described in paragraphs 1 and 2 above
 - b. Abstract, Bankruptcy, Tax Searches, and Acquisition Map. Buyer will pay for a search of public records, deeds, court, and tax records and will prepare a title certification letter. Buyer will pay for and furnish to the Seller an Acquisition Map(s).
8. **MARKETABILITY OF TITLE.** If deemed necessary by the Buyer to ensure good, valid and marketable temporary easement title to the property, Buyer may pay for such curative actions necessary to clear title. Curative action is defined as such actions or efforts required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents necessary to establish good, valid, and marketable temporary easement title.

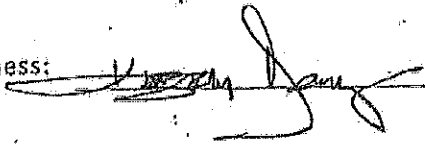
The Seller shall be responsible for the cost to satisfy liens and encumbrances ("Encumbrances") identified by the Buyer. If there are any Encumbrances which can be cured by the payment of money, Seller shall cure such Encumbrances. The cost to cure such Encumbrances shall be deducted from the Purchase Price stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing.
9. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax, if applicable.
10. **INSURANCE.** The Buyer shall require that its contractor performing work on the property(ies) specific to this project maintain standard liability insurance covering personal injuries and property damage at all times during the duration of the project, and shall name buyer and any effected property owners as additional insureds as their interests may appear.
11. **ENTIRE AGREEMENT.** This Agreement when signed by both the Seller and the Buyer contains all the agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained


herein. No verbal agreements or promises will be binding. This Agreement may not be changed orally.

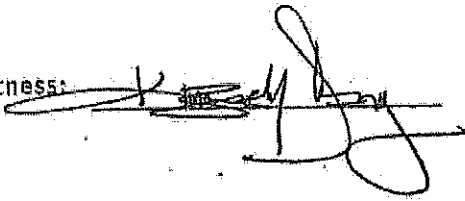
12. **NOTICES.** All notices contemplated by this Agreement shall be in writing and delivered by a.) certified or registered mail, return receipt requested, b.) by email or c) by personal delivery. Notices shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given or received by the parties or the attorneys for the parties;

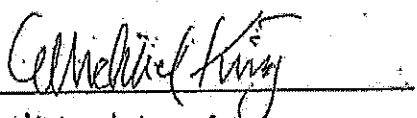
13. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon Seller and Buyer, their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, on this 4 day of APRIL, 2023, the parties have entered into this Agreement,

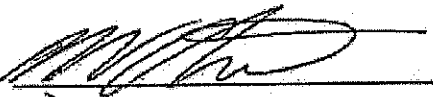
Witness: 

Signature: 
Print Name: BRUCE C DAVIS
Title: Property Owner
Date: _____

Witness: 

Signature: 
Print Name: Michael L. King
Title: _____
Date: _____

Witness: 

Signature: 
Print Name: PHIL BARRETT
Title: TOWN SUPERVISOR
Date: 5-8-23

PROPERTY SUMMARY

865 Route 146, Clifton Park, NY 12065

Ronald G. Rayher

NY Route 146 Sidewalks

DEC01-C00592GG

Saratoga

Town of Clifton Park

PROPERTY

865 Route 146, Clifton Park, NY 12065

Tax Map #: 271.-3-24

Map(s): Map 7

Parcel(s): Parcel 8

PROPERTY OWNER(S)

Ronald G. Rayher

1116 Middle Line Road

Ballston Spa, NY 12020

Phone: (518) 383-3700

Mobile: (518) 496-2123

Email:

ACQUISITION TYPE(S)

Temporary Easement: 717 sf +/- \$500.00 ✖

TOTAL: \$500.00

DESCRIPTION OF ACQUISITION(S)

A temporary easement is required to accommodate a construction work area and will be terminated upon completion.

DOCUMENTS ATTACHED FOR SIGNATURE

- ✓ Purchase Agreement (in Duplicate)
- ✓ Acquisition Maps

TEMPORARY EASEMENT DOCUMENTS

- ✓ TP-584 for Temporary Easement

AGREEMENT TO PURCHASE TEMPORARY EASEMENT

Project: NY Route 146 Sidewalks

PIN: DEC01-C00592GG Map 7 Parcel 8

By this Agreement Ronald G. Rayher (hereinafter "Seller"), agrees to sell and Town of Clifton Park, agrees to purchase the real property interest(s) described below required for construction purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, and convey:

A temporary easement over 717 +/- square feet of real property

Located at 865 Route 146, Clifton Park, NY, further described as:

Being a temporary possessory interest over a portion of the Seller's lands described in a Warranty Deed dated 4/26/2012, and recorded on 4/26/2012, in Book 2012 of Deeds at Page 15084, in the Office of the County Clerk for Saratoga, New York and assigned Tax Map No. 271.-3-24, and being the same lands designated as Parcel 8 on Acquisition Map 7 attached hereto as Exhibit "A" (the "Property").

This project involves the construction of approximately 0.3 miles of sidewalk to fill in the gaps along the north side of NY Rt 146 from Northcrest Drive to Maxwell Drive

A temporary easement is required to accommodate a construction work area and will be terminated upon completion.

2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the Property are included in as a part of the sale pursuant to this Agreement:

a. None.

3. **PURCHASE PRICE.** The total purchase price is \$500.00.

The Purchase Price includes the Property described in paragraph 1 and the improvements described in paragraph 2.

4. **PAYMENT.** Upon Buyer's receipt and approval of this Agreement signed by the Seller, and after authorization by appropriate administrative and legal entities as may be required by statute, and after Buyer has provided all papers necessary to convey clear title, Buyer shall pay the full Purchase Price.

In the event of any outstanding liens, a release may be required from the lien holder. Any outstanding lien payments shall be authorized by the Seller. At the time of payment, the Buyer shall issue separate checks for any such obligations and the adjusted purchase price paid to the Seller.

5. **CLOSING DATE AND PLACE.** Transfer of title rights shall take place at a mutually acceptable location or by mail, on or about ninety (90) days from the date of the fully executed and approved original of this Agreement.
6. **BUYER'S POSSESSION OF THE PROPERTY.** The possession and term of all temporary easements shall commence within nine months of the execution date of the temporary easement agreement. The term for all temporary easement(s) shall be for **ONE (1) year**. A temporary easement may be extended for two (2) additional one-year (1) terms at the option of the Buyer. Thirty (30) days prior to the expiration of the initial term, or each extended term of the temporary easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the temporary easement for an additional year. The compensation for each additional one-year (1) term shall be \$500.00. The Buyer shall include a check for the sum of \$500.00 with said written notification to the Seller. The temporary easement will terminate upon the approval of the completed work, unless sooner terminated if deemed no longer necessary.
7. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
 - a. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to grant and convey the real property interest(s) and improvements, if applicable described in paragraphs 1 and 2 above
 - b. Abstract, Bankruptcy, Tax Searches, and Acquisition Map. Buyer will pay for a search of public records, deeds, court, and tax records and will prepare a title certification letter. Buyer will pay for and furnish to the Seller an Acquisition Map(s).
8. **MARKETABILITY OF TITLE.** If deemed necessary by the Buyer to ensure good, valid and marketable temporary easement title to the property, Buyer may pay for such curative actions necessary to clear title. Curative action is defined as such actions or efforts required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents necessary to establish good, valid, and marketable temporary easement title.

The Seller shall be responsible for the cost to satisfy liens and encumbrances ("Encumbrances") identified by the Buyer. If there are any Encumbrances which can be cured by the payment of money, Seller shall cure such Encumbrances. The cost to cure such Encumbrances shall be deducted from the Purchase Price stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing.

The property that is the subject of this Temporary Easement is encumbered by significant school and county property tax delinquencies as well as a judgment. Because the easement being acquired herein is temporary and exists only for the duration of the construction of the project, Buyer will not be paying for any curative actions to clear title.

9. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax, if applicable.
10. **INSURANCE.** The Buyer shall require that its contractor performing work on the property(ies) specific to this project maintain standard liability insurance covering

personal injuries and property damage at all times during the duration of the project, and shall name buyer and any effected property owners as additional insureds as their interests may appear.

11. **ENTIRE AGREEMENT.** This Agreement when signed by both the Seller and the Buyer contains all the agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained herein. No verbal agreements or promises will be binding. This Agreement may not be changed orally.
12. **NOTICES.** All notices contemplated by this Agreement shall be in writing and delivered by a.) certified or registered mail, return receipt requested, b.) by email or c) by personal delivery. Notices shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given or received by the parties or the attorneys for the parties.
13. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon Seller and Buyer, their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, on this 20th day of March, ²⁰²³~~2022~~, the parties have entered into this Agreement.

Witness:



Signature:



Print Name: Ronald G. Rayher

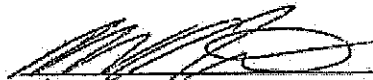
Title: Property Owner

Date: 2/20/2023

Witness:



Signature:



Print Name: PHIL BARRETT

Title: TOWN SUPERVISOR

Date: 5-8-23