


# TOWN OF CLIFTON PARK TOWN BOARD MEETING

May 06, 2024

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

 **ONLINE BOARD MEETINGS**

- I. Call to Order/7:00 P. M. – Wood Room, Town Hall**
- II. Pledge to Flag**
- III. Roll Call**
- IV. Approval of Town Board Minutes**
- V. Communications/Announcements**
- VI. Business**
  - **Presentation: 2024 Historic Preservation Award**
  - **Presentation: Clifton Park/Halfmoon Ambulance- File for Life**
  - **Presentation: CAPTAIN honoring two volunteers: Mary Alice O'Brien, Care Links Volunteer of the Year, and Marilou Pries, Senior Services Golden Inspiration Award Winner**
  - **Presentation: Starpoint Church Pastor Roscoe Lilly- AED donations to the Town**
  - **Resolutions for Consideration**
  - **Other Business**
- VII. Open Public Privilege**

NOTE:

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

## **VIII. Adjournment**

Resolutions for Consideration  
Clifton Park Town Board Meeting  
May 06, 2024

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Planning	Authorize the Supervisor to sign a contract with MJ Engineering to create a Map, Plan and Report for the formation of a new water district to include certain properties adjacent to Kinns Road and NYS Route 9	P. Barrett
2. Legal	Schedule a Public Hearing to authorize the amendment of the procedure for granting term easements, Town Code Chapter 125-6, on May 20, 2024 at 7:02pm	P. Barrett
3. Town Board	Adopt Local Law No. ___ for Squatters law, Chapter 73-30, Article IV-Residential Property	P. Barrett
4. Town Board	Authorize the Supervisor to sign a renewal of a Memorandum of Agreement with the Shenendehowa Nordic Club	P. Barrett
5. Town Board	Authorize the Supervisor to sign a license granted to William Losert for agricultural uses at the Mooney Carrese Forest	P. Barrett
6. Town Board	Presentation of the 2024 Historic Preservation Award to Pete Bardunias	P. Barrett
7. Buildings & Grounds	Authorize the Supervisor to execute a two (2) year agreement with T&J Electrical Associates, LLC for repair and maintenance of Town-owned streetlights	P. Barrett
8. Buildings & Grounds	Authorize items to be declared as surplus for sale at online auction	P. Barrett
9. Buildings & Grounds	Authorize purchase of a Power-Tilt PTx3 attachment for the Department's Bobcat E32 mini excavator	P. Barrett

10. Buildings & Grounds	Authorize lateral transfer of Zacariah DiRenzo, a laborer from the Senior Community Center to Buildings & Grounds	P. Barrett
11. Buildings & Grounds	Authorize hiring of Mike Spulnick for the 2024 season	P. Barrett
12. Buildings & Grounds	Authorize hiring of two lawn services to take over and continue the agreement the Town had with Greg's Seasonal Services	P. Barrett
13. Parks & Recreation	Award a contract for the 4 <sup>th</sup> of July fireworks display at the Clifton Common to Santore's World Famous Fireworks	L. Walowit & A. Reid
14. Parks & Recreation	Authorize hiring of alternate lifeguards and camp counselors for the 2024 Summer season	L. Walowit & A. Reid
15. Parks & Recreation	Authorize the Supervisor to execute a contract with Project Adventure to train staff on new course and equipment	L. Walowit & A. Reid
16. Sewer	Declare an emergency for a sewer main break on Val de Penas in Clifton Park Sewer District #1	P. Barrett
17. Sewer	Authorize Evolution Construction Services to pave Val de Penas as part of the sewer main break emergency repair	P. Barrett
18. Highway	Authorize hiring of seasonal laborers for 2024 Summer season	D. Bull
19. Highway	Authorize the repair of a damaged portion of pipe at the intersection of Clifton Park Center Road and Clifton Country Road under Onondaga Contract #0010984	D. Bull
20. Highway	Authorize payment to Precision Trenchless, LLC for emergency stormwater repairs	D. Bull
21. Highway	Authorize the promotion of Marc McCune to Working Supervisor within the Department	D. Bull
22. Justice Court	Authorize the appointment of Darlene Sharron as Part-time Confidential Court Clerk	J.Hughes/ R.Rybak

**RESOLUTION**

**#1**

**1**

Resolution No. \_\_\_\_\_ of 2024, a resolution to retain MJ Engineering and Land Surveying, PC, for professional engineering services to evaluate the feasibility of a water district to serve certain properties adjacent to Kinns Road and NYS Route 9, in accordance with Article 12A of Town Law.

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

WHEREAS, the Town Board wishes to explore the feasibility of establishing a new water district to include properties along the west side of Route 9, from the Chrysler, Dodge, Jeep, Ram Dealership at 1780 NYS Route 9 northerly to Synergy Park at the corner of Kinns Road and NYS Route 9, and

WHEREAS, MJ Engineering and Land Surveying, has proposed a scope of work and cost estimates to explore the costs associated with the formation of a new water district and will present those findings at a public meeting; now, therefore be it

RESOLVED, that the Town Board hereby authorizes MJ Engineering and Land Surveying, to provide professional engineering services to provide a map, plan and report for the creation of a new water district within the project area, and to conduct a public meeting to provide an overview of the contemplated water district, in accordance with Article 12A of Town Law, at a cost not to exceed \$6,000; and be it further,

RESOLVED, that the Comptroller is authorized to offset the costs of the scope of work to be paid from budget line-item expenditure account A-01440-00135 (General Fund-Engineering-Engineering).

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Friday, April 5, 2024 2:07 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; Kelly Miller  
**Subject:** New Resolution Request #728

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

**Department:** Planning Department

**Your Name:** John Scavo

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

**Sponsor:** P. Barrett

**Agenda Session Date:** 04/15/2024 ✓

**Board Meeting Date:** 05/06/2024 ✓

**Alternate Date:** 05/20/2024

**Budget Number:** A-1440-135

**Budget Description:** Engineering Services

**Amount:** \$6000

**Brief Description:** Resolution to authorize MJ Engineering to prepare a Map, Plan, and Report for a water district extension to include certain properties adjacent to Kinns Road and NYS Route 9.

The Town is looking to develop a water district extension along Route 9 to include properties along the west side of Route 9 from the Jep, Chrysler, Dodge dealership northerly to Synergy Park.

Water supply from the Clifton Park Water Authority (CPWA) is currently located in the vicinity. However, no infrastructure is available in this location. To supply water to these properties, new water distribution system infrastructure (i.e., water main, hydrants, valves, services) needs to be installed. In addition, a new water district needs to be formed following the procedures outlined in Article 12A of NYS Town Law.

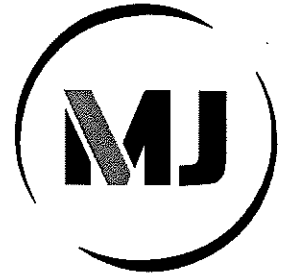
**Add Supporting Docs:**

[e89f312b1210def9\\_2024142\\_Route\\_9\\_MPR\\_Proposal\\_4.4.24.pdf](#)

**Additional Comments/Details:** MJ will develop a Map, Plan and Report for the creation of the new water district in accordance with Article 12A of Town Law

**Agree to Terms:** Agree

[unsubscribe](#)



April 4, 2024

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

Re: NYS Route 9 Map, Plan and Report  
Town of Clifton Park  
**MJ Proposal No. 2024141 for Engineering Services**

Dear Supervisor Barrett,

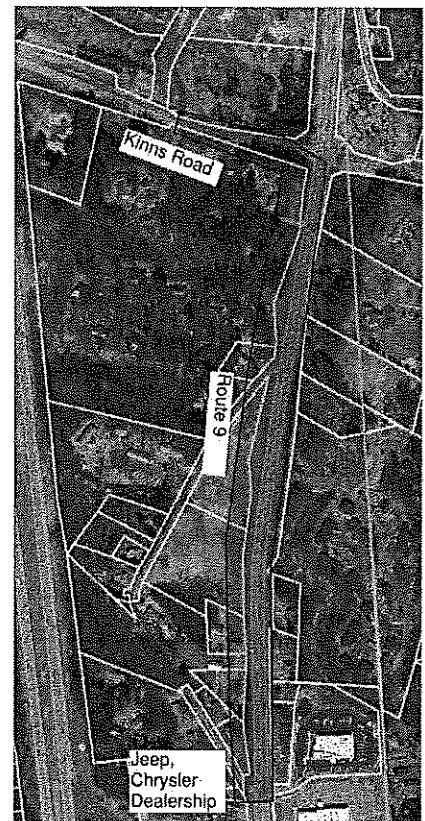
**M.J. Engineering and Land Surveying, P.C. (MJ)** is pleased to provide the Town of Clifton Park (Town) this proposal for engineering services associated with the formation of a water district for a portion of NYS Route 9 in the Town.

### **PROJECT UNDERSTANDING**

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Based upon information provided by you, MJ understands the following:

- The Town is looking to develop a water district extension along Route 9 to include properties along the west side of Route 9 from the Jeep, Chrysler, Dodge dealership northerly to Synergy Park.
- Water supply from the Clifton Park Water Authority (CPWA) is currently located in the vicinity, however no infrastructure is available in this location. To supply water to these properties, new water distribution system infrastructure (i.e., water main, hydrants, valves, services) need to be installed. In addition, a new water district needs to be formed following the procedures outlined in Article 12A of NYS Town Law.



Based upon the above understanding, MJ offers the following scope of services for your consideration.



21 Corporate Drive  
Clifton Park, NY 12065



518.371.0799  
mj@mjteam.com  
mjteam.com



Fishkill, NY  
Levittown, NY  
Picatinny, NJ  
Melbourne, FL



## **SCOPE OF SERVICES**

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### **Task 01: Map, Plan and Report**

MJ will develop a Map, Plan and Report for the creation of the new water district in accordance with Article 12A of Town Law. The Map, Plan and Report will include the following sections:

- Introduction
- Project Planning Area
- Proposed District Description
- General plan showing the required utilities
- First-Year Capital Construction, Operation / Maintenance / Debt Service Costs (if applicable)
- Project Financing (if applicable)
- Required Permitting and Approvals (if applicable)
- District Boundary Map and Description
- District Parcel List

Upon completion of the draft Map, Plan and Report, MJ will submit the report to the Town for review. A review meeting will be conducted with the Town to discuss the draft Map, Plan & Report. Following receipt of relevant comments from the Town, MJ will prepare the final Map, Plan and Report. MJ will attend up to one (1) Town Board meeting and a public hearing to present and discuss the Map, Plan, and Report and technical engineering aspects of the project to the public upon the Town's request. It is assumed that the public hearing will be held in conjunction with the presentation of the Map, Plan & Report to the Town Board.

In connection with the district formation process, the project appears to be an Unlisted action pursuant to Section 617 of Environmental Conservation Law (ECL). It is assumed that the SEQRA process will be satisfied through the completion of a Short Environmental Assessment Form (SEAF) which MJ will prepare for the Town's use.

The following steps represent the process for finalizing the Map, Plan and Report and district creation:

- Revisions to Map, Plan & Report based on Town review
- Map, Plan & Report deemed final for public presentation
- Attend public information meeting(s) as appropriate
- Complete an environmental review to satisfy SEQR requirements
- Adopt Map, Plan and Report and schedule public hearing
- Conduct public hearing on district formation
- Town Board adopts Map, Plan & Report, subject to permissive referendum
- Adopt final order establishing the proposed sewer district/extension by Town Board resolution
- Map, Plan & Report filed with NYS Comptroller, if required (based on NYS OSC 2024 water annual user cost threshold)



## **SCHEDULE**

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MJ is prepared to initiate the work identified in this proposal within 2 weeks of Notice to Proceed. MJ will perform the outlined tasks as follows:

## **FEE**

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MJ proposes to complete the requested services for a lump sum fee of \$6,000. The fee assumes there are no significant changes resulting from decisions, conditions and/or events beyond MJ's control.

## **TECHNICAL ASSUMPTIONS**

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The following technical assumptions apply to this proposal.

1. Appropriate record operational data of the Clifton Park Water Authority will be made available in preparing the technical analysis.
2. Appropriate and record plans for existing water systems in proximity to the proposed service area will be made available in preparing the technical analysis.

## **TASKS NOT INCLUDED IN THIS PROPOSAL**

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The following efforts are excluded from this scope of services:

1. Design, bid and construction phase services. These services can be provided at a later date under a separate proposal upon the Town's request.
2. Grant and/or loan assistance.

## **SUMMARY**

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Thank you for the opportunity to provide the Town a proposal for this project. Receipt of a signed copy of the authorization below will serve as our notice to proceed. We look forward to the opportunity to work with you on this project. Please do not hesitate to contact Walter Lippmann at 518-371-0799 or via email at [wlippmann@mjteam.com](mailto:wlippmann@mjteam.com) if you have questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael D. Panichelli'.

Michael D. Panichelli, P.E.  
President

Cc: J. Bianchi  
File



**AGREEMENT TO CONTRACT AND AUTHORIZATION TO PROCEED**

I have read the enclosed contract and agree to abide by the terms and conditions of said contract. I hereby authorize M.J. Engineering and Land Surveying, P.C. to proceed with the scope of services as described above.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RESOLUTION**  
**#2**

Resolution No. \_\_\_\_\_ of 2024, a resolution scheduling a public hearing to consider an amendment to Chapter 125-6 of Town Code, to update and streamline the procedure for the consideration and recommendations on applications for term conservation easements.

WHEREAS, the Town maintains a temporary Conservation Easement program, which authorizes reduced assessments on Real Property with significance to the Town's commitments to Historic Preservation, Open Spaces and Farmland Protection for a certain term in each case, and

WHEREAS, pursuant to the Real Property Tax Law, the taxable status of each property must be finalized by March 1 of each tax year, and

WHEREAS, the Town Board wishes to consider a proposal to streamline the procedure for the evaluation of applications for all such term conservation easements pursuant to Chapter 125 of the Town Code, and

WHEREAS, the proposal would authorize the Town Clerk to forward all applications for such term conservation easements to the Open Space Coordinator and Planning Department for consultation with the Historic Preservation Commission, the Open Space, Rivers and Trails Committee, as the case may be, as well as with all appropriate staff, for evaluation and recommendation to the Town Board on a timely basis each year, and

WHEREAS, the Town Board wishes to schedule a public hearing on the proposal to amend provisions of Chapter 125 of the Town Code, to authorize referral of applications for term easements to the Open Space Coordinator and Planning Department as each application is received, to obtain public comment upon the proposal: now therefore be it

RESOLVED that the Town Board hereby schedules a public hearing for May 20, 2024 at 7:02 pm on a proposal to amend Town Code Chapter 125-6; and be it further

RESOLVED that the Town Clerk is directed to publish appropriate notice of the same.

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

**§ 125-6 Procedure for granting term easement.**

**[Amended 5-3-2004 by L.L. No. 1-2004; 12-1-2008 by L.L. No. 8-2008]**

- A. Eligible property. A term easement may be requested for property in the Town of Clifton Park based on the following criteria: an historic building or landmark for an historic preservation easement, a minimum of 15 acres per lot, or a minimum of 7.5 acres each for any two adjoining lots.
- B. Types of term easements. The following types of term easements may be proposed:
- (1) Open space term conservation easement. A minimum of 15 acres per lot or a minimum of 7.5 acres each for any two adjoining lots is required. For an open space term conservation easement, the applicant agrees that land under easement will not be developed, built upon or otherwise changed during the term of the easement.
  - (2) Farmland term conservation easement (farming purposes): the same as Subsection A(1), except that farm structures as described in §§ **208-7** and **208-8** of the Town Code which are used as part of an active agricultural operation are permitted and are granted the same percentage of easement value remaining taxable on the land. The land and buildings under easement shall be principally and actively used for farming purposes for the term of the easement, but approved farming easement applicants can also apply for other tax saving programs without penalty. The Town's term conservation easement will be applied first and cannot be shifted from one program to another.
  - (3) Historic preservation term easement: The applicant shall preserve the historic property as described in Article **XIII** of Chapter **208**, § **208-78**, of the Town Code.
- C. Owner application requirements.
- (1) Any owner or owners of eligible property shall complete a term conservation easement application and submit it to the Town Clerk, who shall refer such application to the [Town Board.] Open Space Coordinator. The term easement application form is available in the Town Clerk's office. The application shall also include a copy of a full-size Tax Map showing the property, if the entire parcel is being encumbered, or a copy of a survey map and metes and bounds description of the proposed area if it is part of a parcel.
  - (2) Application fee. The owner shall pay to the Town an application fee of \$15, which shall be deemed a reasonable sum to cover the costs of administration, no part of which shall be returnable to the applicant.
- D. Review procedures.
- (1) [Town Board referrals. The Town Board shall refer such applications to the Open Space Coordinator and the Planning and Zoning Department, and also to the applicable advisory committees such as the Historic Preservation Commission and/or the Open Space, Trails and Riverfront Committee, for review and comments within 45 days, if deemed necessary and/or appropriate.] **Amended 5-11-2020 by L.L. No. 5-2020; 12-12-2022 by L.L. No. 3-2022]**
  - (1). The Open Space Coordinator will review the application with the Open Space, Trails and Riverfront Committee or Historic Preservation Commission, as the case may be, as well as the Planning Director.
  - (2) Review and recommendations. Upon receipt of each proposal, the Open Space Coordinator and

representatives of each applicable advisory committee and the Planning Board shall investigate the subject property to determine if the proposal would be of benefit to the people of the Town of Clifton Park. If the Historic Preservation Commission and Planning Board, if such a referral has been made by the Town Board, determines that it is in the public interest to accept such a proposal, each shall recommend to the Town Board that it hold a public hearing for the purpose of determining whether or not the Town should accept such proposal. **[Amended 1-12-2015 by L.L. No. 2-2015]**

- (3) Public hearing by Town Board. The Town Board shall[, within 45 days of receipt of such advisory opinion,] hold a public hearing concerning such proposal no later than the first Town Board meeting in February of each tax year. [at a place within the Town of Clifton Park.] At least 10 days' notice of the time and place of such hearing shall be published in a paper of general circulation in such Town, by the Town Clerk. A written notice of such proposal shall be mailed by the applicant to all adjacent property owners and to any municipality whose boundaries are within 500 feet of the boundaries of said proposed area and to the school district in which it is located. Receipts of mailing shall be submitted to the Town Clerk's office prior to the date of the public hearing.
- (4) Determination. The Town Board, after receiving the advisory reports and after such public hearing, may adopt the request for a term easement proposal or any modification thereof it deems appropriate or may reject it in its entirety.
- (5) Recording agreement. If such proposal is adopted by the Town Board, it shall be executed by the owner or owners in written form and in a form suitable for recording in the Town Clerk's office.
- (6) Cancellation. Said agreement may not be canceled by either party. However, the owner or owners thereof may petition the Town Board for cancellation upon good cause shown, and such cancellation may be granted only upon payment of the penalties provided in § 125-8 herein.

# **RESOLUTION**

**#3**

Resolution No. \_\_\_\_\_ of 2024, a resolution adopting Local Law No. \_\_\_ of 2024, a local law amending Chapter 73 of the Town Code to add Article IV- Residential Property, to authorize enforcement of Owner or Leaseholder rights against squatters on their property.

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

WHEREAS, a public hearing was held on April 15, 2024 at 7:08pm, on a proposal to authorize enforcement of Owner of Leaseholder rights against squatters on their property to the maximum extent authorized by Municipal Home Rule Law § 10, and

WHEREAS, members of the public were provided an opportunity to speak in favor or against the proposal and no comments were made, and

WHEREAS, the Town Board wishes to provide local code enforcement, as well as law enforcement, with procedures to investigate and to provide remedy to owners of real property within the Town and to protect such owners against unauthorized occupants of their residential property; now therefore be it

RESOLVED, that the Town Board hereby adopts Local Law No. \_\_\_ of 2024, a local law to amend Chapter 73 of the Town Code, as attached.

## 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.

Once verified, law enforcement may take the unlawful occupants into custody and bring them without unreasonable delay before a local court judge on trespassing charges as well as any other applicable charges. A request for a stay away order of protection directing the unlawful occupants to stay away from the owner and their dwelling shall be requested by law enforcement shall be made to the Court. If there is no local court judge available to hear the matter without unreasonable delay, then law enforcement may issue an appearance ticket for trespass directing the unlawful occupant or occupants to appear in the local court on the next date that the local court is in session. At which time, a request for a stay away order of protection directing the unlawful occupants to stay away from the owner and their dwelling shall be requested by law enforcement shall be made to the Court. Any order of protection issued by the court may be fully enforced by the Sheriff or other law enforcement agency.

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 \$500 and not more than \$1,000.

(b) Upon a second conviction, by a civil penalty of not less than \$1,000 and not more than \$2,000.

(c) Upon a third or subsequent conviction, by a civil penalty of not less than \$2,000 and not more than \$2,500.

(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.

## **Resolution 4**

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing the renewal of a Memorandum of Agreement with Shenendehowa Nordic Ski Club.

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

WHEREAS, the Town owns Kinns Road Park and Garnsey Park as Park properties which are popular with hikers, runners and cross country (Nordic) skiers during winter seasons, and

WHEREAS, the Town acquired Garnsey Park in 2005-20007, and dedicated the land as public parkland by resolution 249 of 2007, and

WHEREAS, the Shenendehowa Nordic Club has acquired specialized equipment, including a snow mobile, sled, groomer, and trailer to transport equipment for the purpose of grooming cross-country ski trails without conflict with other uses, and

WHEREAS, the club utilized their equipment and manpower since the 2017-2018 winter season to expand trail grooming to Garnsey Park as well as Kinns Road Park to provide additional opportunities for cross-country skiers, and ski teams, snowshoers, and walkers, alike, pursuant to an agreement approved by Resolution No. 18 of 2018, and

WHEREAS, the Town Board supports the Shenendehowa Nordic Club's volunteer efforts and activities which provide additional opportunities for outdoor recreation at Garnsey Park and Kinns Road Park and wishes to re-new the agreement with the Club for an additional three-year term, now, therefore be it

RESOLVED, that the Supervisor is authorized to execute the attached Memorandum of Agreement with the Shenendehowa Nordic Club for trail grooming services for ski seasons through March 2027..

## ***Memorandum of Agreement***

**BETWEEN THE SHENENDEHOWA NORDIC SKI CLUB & THE TOWN OF CLIFTON PARK to deliver cross-country ski grooming services to Garnsey Park and Kinns Road Park for Winter Seasons through March 2027.**

WHEREAS, The Town is a Municipal Corporation, with offices at One Town Hall Plaza, Clifton Park, New York 12065, and

WHEREAS, The Town manages Kinns Road Park through a management agreement with the County of Saratoga, and

WHEREAS, The Town acquired the lands now known as Garnsey Park through contracts approved by Resolution 95 of 2005, and resolution by Resolution 162 of 2007, and dedicated the parcels together as Public Parkland by Resolution 249 of 2007, and

WHEREAS, the Town Board supports the use of the parks for active and passive recreation consistent with the natural environment and resources of the park properties, and

WHEREAS, the Shenendehowa Nordic Club, (SNC) is a not-for-profit, organization registered with the New York State Charities Bureau, as a charitable organization whose mission is to create opportunities for Nordic skiing sports in the community for youth and adults. The current membership is approximately 35 families. The club is working to grow the sport interest as well.

WHEREAS, SNC has raised funds to purchase specialized equipment for the grooming and maintenance of cross country ski trails, and other winter activities, including specialized snowmobile with ski track attachment, and ,

WHEREAS, the SNC proposes to provide dedicated volunteer staff to conduct perform ski and snowshoe grooming services at Kinns Road Park and Garnsey Park for the 2018 Winter ski season as a pilot program, at no charge to the Town, and

WHEREAS, Town staff are familiar with the Club member's dedication to the successful grooming operations at Kinns Road Park over the past several years, and The Town Board wishes to support winter activities, including Nordic Skiing at both parks.

Therefore, be it AGREED

1. SNC members Jim Flaherty, Charlie Huff, and Darryl Caron may groom Cross Country ski trails for youth and adults at Kinns Road and Garnsey Parks during the winter snow seasons through the end of this agreement, including areas for all techniques of cross country skiing, snow shoeing and for walkers as well, and

2. SNC members will utilize club owned equipment, including snowmobile trailer and hitch to transport equipment to and from each park, to groom such trails on public lands at no charge to the Town or the Public.

3. All lands and trails groomed by Club members will continue to be open to the Public at all times.

4. The Club will groom trails such that both winter walking conditions and ski conditions are enhanced, with adequate room on one side of each trail left for snow shoers and walkers on one side, with ski tracks on the other. Signage informing the public of the dual use of designated trails, approved by the Town Department of Buildings and Grounds, may be placed by the Club.

5. SNC equipment will be stored off site, and transported to each park by SNC personnel, using personal and equipment.

6. Grooming activities shall be performed during daylight hours, as warranted in the estimation of the SNC. Grooming will not occur prior to 7:00 A.M. in residential areas.

7. The Club will carry Liability Insurance coverage in the amount of \$2,000,000, naming the Town of Clifton Park as an additional Insured.

8. SNC hereby agrees to indemnify and Hold the Town of Clifton Park harmless against any claims, causes of Action or suits arising out of SNC's Grooming or trail maintenance activities at the Parks.

9. The Term of this agreement covers the winter seasons through April 1, 2027.

10. The Town agrees to hold SNC harmless if SNC is unable to perform the snow grooming activities, and SNC may cancel this agreement upon any reasonable notice.

For the Town

For Shenendehowa Nordic Club

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Date:

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Date:

## **Resolution 5**

Resolution No. \_\_\_\_\_ of 2024, a resolution to authorize the Town Supervisor to execute the attached Revocable License Agreement with William Losert for the 2024 farming season.

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

WHEREAS, by Resolution No. 114 of 2013, the Town Board authorized the Supervisor to enter into a Real Estate Purchase Contract with Arnold and Kathleen Carrese for the Mooney Carrese Forest, and

WHEREAS, the Town acquired the Mooney/Carrese Forest on May 3, 2013, and

WHEREAS, the Purchase Contract with the Carrese Family contemplated a revocable license on a portion of the property for farming and maintenance purposes, and

WHEREAS, the Town Board is willing to grant a revocable one year license to William Losert to allow for the harvesting of corn and other produce, and for the Seasonal Brush-hogging of the Meadow Area on the property as shown on Exhibit A of the attached License Agreement on terms and conditions specified within the License Agreement, now, therefore, be it

RESOLVED, that the Supervisor is authorized to execute the attached Revocable License Agreement with William Losert for the 2024 farming season.

**TOWN OF CLIFTON PARK**

**GRANT OF LICENSE**

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

LICENSEE: William Losert  
97 Ashdown Road  
Ballston Lake, NY 12019

CONTACT: \_\_\_\_\_

TELEPHONE: (518) \_\_\_\_\_

REGION: \_\_\_\_\_

TERM: Beginning Date: May 15, 2024  
Ending Date: December 31 2024

LICENSE FEE: 0.00

Pursuant to a Contract for Purchase and Sale of Real Estate by and between Aronold and Kathleen Carrese, as Sellers and Town of Clifton Park, as Purchaser dated April 15, 2013, The Town of Clifton Park (hereinafter "The Town), acknowledges that an area of the premises known as the Mooney Carrese Forrest had been under the planting of com pursuant to a license from Arnold and Kathleen Carrese (hereinafter "Sellers") to William Losert (Licensee) in exchange for Licensee's maintenance of the premises, and specifically for seasonal brush-hogging of the adjacent Meadow Area as shown on Attachment A, and representations below.

The Town also acknowledges the desire of the Sellers, Kathleen and Arnold Carrese for maintenance of the status quo for the area immediately adjacent to their occupied home while they so occupy, as a condition to the above referenced Contract for Purchase and Sale of Real Estate. In consideration for the following covenants and understandings, the Town hereby grants to the said LICENSEE, a Revocable License to use and occupy a certain parcel of land more particularly described in Attachment A, the "PREMISES") upon the following terms and conditions:

1. **Use of Licensed Premises.** The PREMISES may be used for Agricultural purposes only and may not be used for any other purpose without the prior written approval of THE TOWN. The Portion of the Premises delineated as "Area of Cultivation" is under com for the purpose.

2. **Improvements to Licensed Premises.** No construction, reconstruction or other work shall be undertaken with respect to the PREMISES without prior written approval of THE TOWN.

3. **Utilities.** The cost of electricity, heat, water, telecommunication service and other utilities are not furnished as part of this LICENSE unless otherwise indicated herein.

4. **Operation and Maintenance of Licensed Premises.** The LICENSEE shall Maintain the "Area of Cultivation" for the sole purpose of growing com for currently owned cows and shall maintain the PREMISES herein described so as to insure the safe, orderly and proper use of the PREMISES. LICENSEE shall maintain the PREMISES and any equipment or on property under this LICENSE in a reasonably attractive, safe, operable and sanitary condition at all times. LICENSEE shall cooperate with The Town and will comply with all reasonable requests made by such officials with respect to the operation and maintenance of the PREMISES.

5. **Repairs and Maintenance.** THE TOWN shall not be required or obligated at any time to make or undertake any repairs, improvements or maintenance work of any kind on the PREMISES or, in the event the PREMISES or any part thereof shall be damaged or destroyed by any cause whatsoever, restore the PREMISES. In such event, the LICENSEE waives any right to reenter or reoccupy the PREMISES and no rebate of the LICENSE fee paid under this LICENSE shall be allowed to the LICENSEE.

6. **Inspection.** TOWN staff shall have the right to enter the PREMISES at all reasonable hours for the purpose of making an inspection thereof to ensure compliance with the Terms and Conditions of this License.

7. **Disposal of Trash.** Unless otherwise indicated herein, the LICENSEE shall, at its own expense, pick up, collect and dispose of all litter, trash and rubbish, etc. from the PREMISES and maintain the same in a neat and slightly condition.

8. **Signs and Advertising.** The LICENSEE shall not erect or maintain or permit the erection or maintenance of any advertising sign or advertising device on or over the PREMISES.

9. **Extent of License.** This LICENSE does not convey to the LICENSEE any interest in the PREMISES other than a license to use the same for the purposes herein above set forth.

10. **Insurance and Indemnification.** The LICENSEE covenants and agrees to defend, indemnify and hold harmless the Town of Clifton Park and its employees, Agents and assigns from any and all claims or actions which may arise out of or result from use made by the acts of LICENSEE, the acts of his agents, guests or invitees or anyone else entering the property in question during his use of the PREMISES.

The LICENSEE shall at its own cost and expense, procure a policy of public liability insurance. The Town and its officers, agents, employees and assigns shall be additional named insurers in such policy. Said policy shall contain limits of no less than \$500,000 for each occurrence to protect LICENSEE and each additional insured from any claims for damages to property and for personal injuries, including death which may arise in connection with the uses permitted under this LICENSE. LICENSEE shall deliver to THE TOWN certificates of insurance at the beginning of the term of this LICENSE and upon any renewal of said policy.

Failure by the LICENSEE to maintain the aforementioned insurance policy in full force and effect throughout the term of this LICENSE may result in immediate termination of this LICENSE by THE TOWN. Said policy shall include provision of direct notification to THE TOWN by the insurance carrier not less than thirty (30) day prior to cancellation.

11. **Termination.** This LICENSE is given on the express condition that if the PREMISES is used by the LICENSEE for other than the purpose set forth, or in the event the said LICENSEE has discontinued or abandoned use of the PREMISES or in the event the LICENSEE violates any applicable statute, law, rule or regulation or does not comply

with the terms and conditions of this LICENSE or any of them, then the LICENSE shall terminate and all rights herein granted shall cease and THE TOWN shall be entitled to take immediate physical possession of the PREMISES above described without notice to the LICENSEE, and without making application to the courts to dispossess or otherwise remove the LICENSEE therefrom, and the LICENSEE covenants and agrees, in the event of such re-entry by THE TOWN for noncompliance with the terms and conditions of this LICENSE, or for any other lawful reason, to remove promptly and without expense to THE TOWN, all structures, equipment and fixtures that it has erected, placed or installed in or on the PREMISES and to restore the PREMISES to its original condition, unless THE TOWN consents in writing to any structures, equipment and/or fixtures being safely abandoned in place.

12. **Compliance with Laws.** The LICENSEE shall comply with all applicable federal, state and local laws, ordinances, rules and regulations applicable to the PREMISES or the use thereof by the LICENSEE.

13. **Revocation.** If at any time during the term of this LICENSE, THE TOWN shall need the PREMISES for any use necessary or convenient to the performance of its public purposes, THE TOWN may terminate this LICENSE on giving to the LICENSEE thirty (30) days notice in writing of intention so to do, and upon the giving of such notice, this LICENSE and the terms thereof shall terminate, expire and come to an end on the date fixed in such notice, as if said date were the date originally fixed in this LICENSE for the termination or expiration thereof.

14. **Non-Waiver.** The waiver by THE TOWN of any term or condition of this LICENSE shall not be deemed a waiver of any other term or condition, nor shall it be deemed a waiver of the subsequent breach thereof.

15. **Wavier of Claim of Ownership:** By executing this Agreement, LICENSEE hereby waives any claim of ownership to the property being the subject of this Agreement by adverse possession or otherwise and specifically acknowledges the

unencumbered ownership of Sellers, and once the conveyance of the property is completed, then that of THE TOWN.

16. Parties specifically acknowledge that this License is being granted only due to the individual facts and circumstances surrounding the condition of prior use by LICENSEE, as outlined in the Contract for the Purchase and Sale of Real Estate.

17. **Appendices.** It is further expressly understood that the LICENSEE shall be bound by the terms, covenants and conditions contained in the following appendices which are attached hereto and made a part hereof, as if the same were set forth herein at length:

18. **No Assignment.** This LICENSE shall not be assigned or transferred without the prior written approval of THE TOWN.

19. **Special Conditions.** The following special conditions apply: NONE

Town of Clifton Park

\_\_\_\_\_  
Phil Barrett

\_\_\_\_\_  
Date

**ACCEPTANCE OF LICENSE:**

By:

\_\_\_\_\_  
William Losert  
Title

\_\_\_\_\_  
Date

## **Resolution 6**

Resolution No. \_\_\_ of 2024, a resolution announcing the 2024 Historic Preservation Annual Award.

WHEREAS, Pete Bardunias, Senior Vice President of the Capitol District Chamber of Commerce, has led members of the Chamber in creating a picnic and rest area, as well as a kayak launch, at the site of the Town's first settlement, Fort's Ferry, in the Vischer Ferry Nature and Historic Preserve, and

WHEREAS, this attractive and scenic spot on the Mohawk River now has four picnic tables and barbecue stands, as well as several Adirondack chairs overlooking the river, and

WHEREAS, the site is also well maintained by Mr. Bardunias and the Chamber, as is the area around Historic Lock 19, year-round, and

WHEREAS, Mr. Bardunias and his team have enriched our community by adding these amenities to one of our historical treasures for use by residents, and his dedication to our Town, the residents and the preservation of its Historical sites and Open Spaces has had a significantly positive impact on Clifton Park, and

WHEREAS, Mr. Bardunias is a true partner to Clifton Park and his efforts to improve the quality of life for its residents is truly exemplary and appreciated; now therefore be it

RESOLVED that the Historic Preservation Commission and the Clifton Park Town Board hereby award the 2024 Historic Preservation Award to Pete Bardunias for the efforts and improvements he and his team from the Capitol District Chamber of Commerce put forth to preserve and protect the Town's picnic and rest area, as well as the kayak launch, at Fort's Ferry in the Vischer Ferry Nature and Historic Preserve.

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Friday, April 12, 2024 10:19 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; Kelly Miller  
**Subject:** New Resolution Request #743

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

**Department:** Historical Preservation Committee

**Your Name:** Anthony Morelli

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

**Sponsor:** Anthony Morelli

**Agenda Session Date:** 04/15/2024 ✓

**Board Meeting Date:** 05/06/2024 ✓

**Alternate Date:** 05/06/2024

**Budget Number:** N/A

**Budget Description:** N/A

**Amount:** N/A

**Brief Description:** Resolution awarding the Historical Preservation Award to Pete Bardunias

**Add Supporting Docs:**

**Additional Comments/Details:** N/A

**Agree to Terms:** Agree

[unsubscribe](#)

# **RESOLUTION**

**#7**

Resolution No. \_\_\_\_\_ of 2024, a resolution accepting proposals from T&J Electrical Associates, Inc., Clifton Park, NY and DLC Electric, LLC, Troy, NY, for the electrical repair and maintenance of Town-owned streetlights.

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

WHEREAS, in December of 2020, the Town Board completed acquisition of streetlights within the Town from both National Grid and NYSEG, and

WHEREAS, the Town's removal and replacement of all such lights is complete, with the successful installation of LED lights by Executive Electric, under subcontract to Siemens, Inc., and

WHEREAS, to provide the capability to identify, service and repair components of the newly acquired streetlights, including underground wiring, as necessary, Dan Clemens, Director of Buildings, Parks, and Recreation circulated a Request for Proposals to qualified electrical contracting firms, with the goal of awarding first responder electrical work to one or more qualified electrical contractors at established hourly rates, on both an emergent and non-emergent basis, and

WHEREAS, T&J Electrical Associates, Clifton Park, submitted the lowest conforming quote, in categories as listed on the attached quote cover sheet, and

WHEREAS, DLC Electric, LLC, Troy, NY, submitted the second lowest conforming quote, in the same categories as listed on the attached quote cover sheet; now, therefore be it

RESOLVED, that the Town Board authorizes Dan Clemens to retain T&J Electrical Associates, and DLC Electric at hourly rates quoted, to perform first responder electrical services to locate, diagnose and perform repair and maintenance services, as needed for the Town's LED streetlight system, and attachments, at an estimated cost of \$60,000; and be it further

RESOLVED, that the Comptroller is authorized to compensate services rendered pursuant to purchase orders issued by Mr. Clemens from account SL-5182-24 (Lighting District – Lighting District – General Maintenance) to be transferred from SL-5182-5 (Lighting District – Lighting District – Utilities).

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Thursday, March 28, 2024 11:06 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 Pagnello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #713

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

**Department:** Buildings & Grounds

**Your Name:** Daniel Clemens

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

**Sponsor:** P. Barrett

**Agenda Session Date:** 04/01/2024 ✓

**Board Meeting Date:** 04/15/2024

**Alternate Date:** 05/06/2024 ✓

**Budget Number:** SL-05182-24

**Budget Description:** Lighting - maintenance

**Amount:** hourly by the job

**Brief Description:** Authorize the Supervisor to sign a (2) year agreement with T&J Electrical Associates, LLC. for repair and maintenance of town owned streelights.

**Add Supporting Docs:**

[476f90d3d631bafd Streetlight repair maintenance res packet 3.28.24.pdf](#)

**Additional Comments/Details:** sealed bid was opened March 27, 2024. Pricing is broken down on the bid sheet T&J submitted.

**Agree to Terms:** Agree

[unsubscribe](#)

**STREETLIGHTS REPAIR & MAINTENANCE BID MARCH 27, 2024 @ 2PM**

Company Name	A Foreman/Electrician with equipped field vehicle	B Apprentice with tools	C Laborer with tools	D Bucket truck with operators	E Trencher 24-inch	F Fuel Surcharge
Stilsing Electric	\$176	\$140	\$140	\$385	\$43	None
DLC Electric	\$125	\$105	\$110	\$185	\$100	\$20
T & J Electrical	\$110	\$90	\$85	\$170	\$100	\$10

✱



# 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: 3/11/24

Company Name: T45 Electrical Associates, LLC

Bid Name: Clifton Park Street Lights

- |  |                        |
|--|------------------------|
| A. Foreman/Electrician with equipped field vehicle | <u>110.00</u> per hour |
| B. Apprentice with tools                           | <u>90.00</u> per hour  |
| C. Laborer with tools                              | <u>85.00</u> per hour  |
| D. Bucket truck with operators                     | <u>110.00</u> per hour |
| E. Trencher 24-inch                                | <u>100.00</u> per hour |
| F. Fuel surcharge                                  | <u>10.00</u> per hour  |

\*Hourly rates shall include all hand tools and small power tools. Rates for large tools and equipment to be pre-approved on a job-by-job basis by the Director of Buildings, Parks, and Recreation. Buildings & Grounds owns excavating equipment and has operators. May work together on certain jobs.

Name/Title: Nick Sestito - Partner

Signature: N Sestito

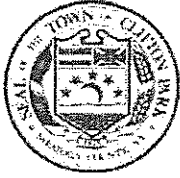
TOWN OF CLIFTON PARK  
COUNTY OF SARATOGA  
STATE OF NEW YORK

BID NOTICE FOR ELECTRICAL REPAIR & MAINTENANCE OF STREETLIGHTS

The Town of Clifton Park is soliciting bids from qualified entities for electrical repair & maintenance of approximately 625 Town owned streetlights located throughout the Town of Clifton Park, NY 12065. Bid documents are available at [cliftonpark.org-departments-Town Clerk-Bids](http://cliftonpark.org-departments-Town-Clerk-Bids) or by emailing Town Clerk Teresa Brobston at: [tbrobston@cliftonpark.org](mailto:tbrobston@cliftonpark.org) or available for pick-up in the Town Clerk's Office, One Town Hall Plaza, Clifton Park, NY 12065. If necessary, addendums will be posted on the Town website, same location.

Sealed bids must be received at the Town Clerk's Office, One Town Hall Plaza, Clifton Park, NY 12065, by 2:00 PM, Wednesday, March 27, 2024, at which time bids will be publicly opened. Please identify your bid as "Streetlight repair and maintenance".

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 sealed bids from qualified entities for electrical repair & maintenance of approximately 625 town owned streetlights located throughout the Town of Clifton Park, NY, 12065.

### **SCOPE OF WORK**

Provide first responder electrical services to locate, diagnose, and perform needed electrical repairs, maintenance, and location documentation in the case of underground facilities. The goal is to enter an ongoing contractual relationship with one or more such electrical contracting firms, to perform such services on an emergent and non-emergent basis, at established hourly rates. All responding firms should possess both the licensures and certification necessary to perform such work on wiring and lighting facilities connected to streetlight poles owned by National Grid and NYSEG, as referenced below.

The work will be requested on a job by job as needed basis through work orders issued by the Department of Buildings & Grounds.

The electrical crew shall be structured to meet the demands of each written job order. All work shall be paid on an hourly basis for the actual hours worked per classification. Price quotations shall include the following classifications: foreman/electrician with fully equipped field truck; apprentice with tools; and laborer with tools, each on an hourly basis.

Excerpts from the Town's purchase contract with National grid for the lines of demarcation of ownership between the Town's interests and the retained interest in the streetlight poles is as follows. Complete copies of the final contract for the purchase and sale of the lights and the License/Attachment agreement are available upon request.

### **QUALIFICATION OF FIRM**

No response will be considered for award unless the firm submitting the response can meet the following conditions:

- The firm at the time of the response must have at least ten years' experience in electrical repairs or replacement of electrical building systems and related components. Each foreman shall have equivalent experience as required by N.Y.S. D.O.L.
- The bidder shall possess a current and valid license to conduct business in the State of New York.
- The contractor is to supply all labor, small tools, transportation, and material lists to properly execute work as described herein. The written purchase order will describe the location, type of repair material, depths, widths, and yield required.
- The bidder must possess a current municipal electrical license. If not licensed in the Town of Clifton Park, contractor must meet requirements for a Class B electrical license as follows:
- ***Liability Insurance Certificate with the Town of Clifton Park named as additionally insured with minimum coverages of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.***
- ***Current Masters License from another municipality, county, state, etc.***
  - (and/or any other documentation which the Electrical License Board of Examiners deems necessary)
- ***Workmen's Compensation documentation per section 57 of the Worker's Compensation law.***
  - *(Form C-105.2 for insured, SJ-12 for self-insured, or CE-200 with no employees)*
- ***Disability Benefits documentation per Section 220(8) of the Worker's Compensation law.***
  - *(Form DB-120.1 for insured, DB-155 for self-insured, or CE-200 with no employees)*

The contractor shall perform all work in a workmanlike manner with due regard to the safety and health of the employees and of the public, in full compliance with the provisions of all applicable laws. The contractor shall be responsible for safety controls in full compliance with the provisions of O.S.H.A.

## **RESPONSE TIME**

Must be same day for emergency calls.

## **BASIS OF PAYMENT**

The unit price bid shall include the cost of furnishing all labor, (including any supplements, holidays, or other “fringes”), small tools, and transportation necessary to complete the work as specified. The hourly rate for any crew shall be determined by applying the hourly rate per appropriate craft times the actual hours each person performs on the job within the craft. If emergency request is after 4pm (Monday-Friday) or on weekends or holidays, minimum charge time is 2 hours.

LABOR: For each labor classification, the contractor shall provide any required tools, including but not limited to chain falls, come-along, or jacks; scaffolding, staging, ladders, drills, hole saws, electrical meter/voltmeter, roto-hammers or other pneumatic equipment; all safety equipment.

## **TERM**

The term of the agreement shall be two years with the option to extend one additional year upon mutual agreement.

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

*Please use attached bid form*

Sealed bids must be received at the Town Clerk’s Office at One Town Hall Plaza, Clifton Park, NY, 12065, by 2:00 PM on Wednesday March 27, 2024, at which time bids will be opened. Please identify your bid as “Streetlight repair and maintenance”.

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

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

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

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

### **NATIONAL GRID DEMARCATION PROVISIONS**

The following language from the Town's Purchase and sale contract with National grid is excerpted for informational purposes. The full agreement and attachment agreement for the Town's License to own and maintain newly installed LED lights on national Grid poles is available upon request.

1. Demarcation of Ownership. *From and after closing, buyer shall own the street lights as follows:*
  - 3.1 *The buyer shall own street lights supplied from overhead conductors from the point in change (transition) from seller's secondary conductor to the street light and including the luminaries, lamps, brackets, and associated wiring, with seller retaining ownership of the electrical distribution system up to that point in change; and*
  - 3.2 *The buyer shall own street lights supplied from underground conductors from the point in change (transition) from seller's secondary conductor to the underground conductor supplying such street light, including foundation, standard, luminaries, lamps, brackets, and associated wiring, and conduits in which any underground conductors transferred to buyer under this agreement may be located.*
  - 3.3 *To the extent there is any uncertainty or conflict with respect to the point in change (transition), the seller shall, in its sole discretion, define the point in change.*
4. Excluded Assets. *Seller is not assigning, conveying, transferring, or delivering to buyer and buyer is not purchasing, assuming, acquiring or receiving from seller any of seller's right, title, and interest in and to the*

*following, all of which are being retained by seller following the closing (collectively, the "Excluded Assets"):*

- 4.1 Any and all of seller's right, title, and interest in and to any poles, structures, facilities, or facilities attached or appurtenant to, but not comprising, the street lights, with the exception of those certain lighting poles identified in Exhibit F, if any;*
- 4.2 Any and all of seller's right, title, and interest in and to any and all spare parts or spare components relating to the street lights, or any poles, structures, facilities, or components attached or appurtenant to, but not comprising, the street lights;*
- 4.3 Any and all of seller's right, title, and interest in and to any and all vehicles, facilities, tools, and supplies relating to installing, operating, inspecting, maintaining, repairing, replacing, or decommissioning in whole or in part any street lights or any poles, structures, facilities, or components attached or appurtenant to, but not comprising, the street lights;*
- 4.4 Any and all of seller's right, title, and interest in and to any and all agreements and contracts with third parties relating to installing, operating, inspecting, maintaining, repairing, replacing, or decommissioning in whole or in part any street lights or any poles, structures, facilities, or components attached or appurtenant to, but not comprising, the street lights;*
- 4.5 Any and all of seller's right, title, and interest in and to any and all franchise grants, license, permits, and interests in real property pertaining in any way to any street light or any poles, structures, facilities, or components attached or appurtenant to, but not comprising, the street lights; and*
- 4.6 Any and all of seller's right, title, and interest in and to any and all intellectual property rights associated with the streetlights, including but not limited to engineering standards, facility information, warranty information, maps and asset records.*

The Town is not privy to any labor agreements that the Niagara Mohawk Power Corporation, dba National Grid, may have in place with the relevant union locals. We see no reference to labor agreements, wages, or local rates here or

elsewhere in the Agreement, and are unaware of any legal or contractual provisions which would attempt to govern the topic.

## **NYSEG DESCRIPTION OF THE CONTENTS OF FACILITIES CONVEYED**

Paragraph 2 of the Town's Purchase and sale contract with NYSEG describes the facilities conveyed as follows:

### **2. Contents of the facilities**

*"The facilities consist of street lighting poles, luminaries, and lamps, mast arms, their associated wiring, electrical connections and appurtenances related to the electrical functioning of the Facilities, all as reflected on Exhibit a. The facilities are a separate system isolated, or to be isolated as hereinafter provided, from the Company distribution system at a number of fuses or switching locations known as disconnect points."*

The Town's full and complete purchase and sale agreement with NYSEG is also available upon request.

# **RESOLUTION**

**#8**

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

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

WHEREAS, Director of Buildings, Parks, and Recreation, Daniel Clemens, has identified items within the Department, noted on the attached Schedule A, as surplus property, and

WHEREAS, based upon the recommendation of Mr. Clemens, the Town Board declares the items on Schedule A as surplus; now, therefore, be it

RESOLVED, that the Town Board authorizes the Buildings and Grounds Department to sell the surplus equipment noted on the attached Schedule A, as is, through an upcoming online public auction.

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Friday, March 29, 2024 12:04 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 Resolution Request #719

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

**Department:** Buildings & Grounds  
**Your Name:** Daniel Clemens  
**Your Email:** [dclemens@cliftonpark.org](mailto:dclemens@cliftonpark.org)  
**Sponsor:** P. Barrett  
**Agenda Session Date:** 04/01/2024 ✓  
**Board Meeting Date:** 05/06/2024 ✓  
**Alternate Date:** 05/20/2024  
**Budget Number:** N/A  
**Budget Description:** N/A  
**Amount:** N/A  
**Brief Description:** Declare items as surplus for sale at online auction. Schedule A attached  
**Add Supporting Docs:**  
[637d80d87788bdcd\\_SURPLUS\\_SCHEDULE\\_A\\_3.29.24.pdf](#)

**Additional Comments/Details:** none  
**Agree to Terms:** Agree

[unsubscribe](#)

## **SURPLUS SCHEDULE A**

2007 CHEVROLET 3500 DUMP TRUCK      VIN: 1GBJK34U87E126637  
9-foot LANDSCAPE DUMP BODY      SN: 38728  
(3) TORO GREENSMaster 105 – 3.5hp PUSH REEL MOWERS  
LANIER LF410 FAX MACHINE

# **RESOLUTION**

**#9**

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing the purchase of compact excavating equipment for the Buildings and Grounds Department.

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

WHEREAS, Director of Buildings, Parks & Recreation, Daniel Clemens, requested authorization to purchase excavating equipment for Town-owned lands and parks, and

WHEREAS, Bobcat of Schenectady, Burnt Hills, NY, has the Bobcat E32 mini-excavator Power-Tilt PTX3 attachment, per the attached quote, at a total cost not to exceed \$5,349 for purchase under Sourcewell Contract #040319-CEC, and

WHEREAS, Daniel Clemens has recommended the equipment be purchased from Bobcat of Schenectady., pursuant to the Sourcewell Contract identified above; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the Director of Buildings, Parks & Recreation to purchase the Power-Tilt PTX3 mini excavator from Bobcat of Schenectady, to be paid in a total amount not to exceed \$5,349 from A-7110-200 (General Fund- Buildings & Grounds- Equipment).

## Cynthia, Zlogar

---

**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Thursday, March 28, 2024 1:02 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; Kelly Miller  
**Subject:** New Resolution Request #715

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

**Department:** Buildings & Grounds  
**Your Name:** Daniel Clemens  
**Your Email:** [dclemens@cliftonpark.org](mailto:dclemens@cliftonpark.org)  
**Sponsor:** P. Barrett  
**Agenda Session Date:** 04/15/2024 ✓  
**Board Meeting Date:** 05/06/2024 ✓  
**Alternate Date:** 05/20/2024  
**Budget Number:** A-7110-200  
**Budget Description:** General Fund - Buildings & Grounds - Equipment  
**Amount:** 5,349.00  
**Brief Description:** Purchase a Power-Tilt PTX3 attachment for our Bobcat E32 mini excavator from Bobcat of Schenectady, Burnt Hills, NY  
**Add Supporting Docs:**  
[2f2c55d38a853820 Bobcat Power Tilt attachment res packet 5.28.24.pdf](#)  
**Additional Comments/Details:** Sourcewell Contract# 040319-CEC  
Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, west Fargo, ND 58078  
**Agree to Terms:** Agree

[unsubscribe](#)



Product Quotation  
 Quotation Number: **AS304484**  
 Quote Sent Date: **Jan 22, 2024**  
 Expiration Date: **Feb 21, 2024**

Your Bobcat Contact  
**Alyx Schmitz**  
 Phone:  
 E-mail: [alvx.schmitz@doosan.com](mailto:alvx.schmitz@doosan.com)

Your Customer Contact

Deliver to  
**TOWN OF CLIFTON PARK BUILDING AND GROUNDS**  
 2 TOWN HALL PLAZA  
 CLIFTON PARK, NY, 12065

Billy Bolton  
 Bobcat of Schenectady, Burnt Hills, NY  
 719 SARATOGA ROAD  
 BURNT HILLS, , 12027

Bill to  
**TOWN OF CLIFTON PARK BUILDING AND GROUNDS**  
 2 TOWN HALL PLAZA  
 CLIFTON PARK, NY, 12065

Item Name	Item Number	Quantity	Price Each	Total
<b>Power-Tilt PTX3</b>	7319636	1	4,956.72	4,956.72
Excavator Hose Kit (Check Description)	7331054	1	213.56	213.56
<b>Total for Power-Tilt PTX3</b>				<b>5,170.28</b>
Quote Total - USD				5,170.28
Dealer P.D.I.				50.00
Destination Charges				128.00
<b>Quote Total - USD</b>				<b>5,348.28</b>

\*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

\*Prices per the Sourcewell Contract # 040319-CEC.

\*Sourcewell Member Number (if applicable): \_\_\_\_\_

\*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

\*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. \*A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

\*Contact Holder Information: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

\*Payment Terms: Net 60 Days. Credit cards accepted.

\*Remittance address: Clark Equipment Company d/b/a Bobcat Company, P. O. Box 74007382, Chicago, IL 60674-7382

\*Questions can be submitted via email to [randy.fuss@doosan.com](mailto:randy.fuss@doosan.com) or by phone at: 1-800-965-4232

**Customer Acceptance:**

Quotation Number: AS304484

Purchase Order: \_\_\_\_\_

**Authorized Signature:**

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

Sign: \_\_\_\_\_

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

Email: \_\_\_\_\_

**Addresses:**

Delivery Address: \_\_\_\_\_

Billing Address (if different from ship to): \_\_\_\_\_

**Tax Exempt: Y  / N**

Exempt in the State of: \_\_\_\_\_

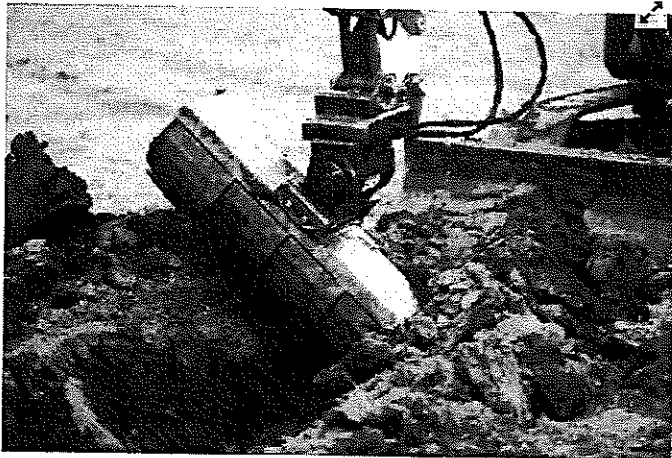
**Tax Exempt ID:**

Federal: \_\_\_\_\_

State: \_\_\_\_\_

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

# Power Tilt Attachment



- Dig under and around objects with the flexibility of the Power-Tilt® attachment
- Delivers maximum productivity on the jobsite when powered with a bucket
- Tilt the excavator bucket to the left or right instead of having to move the machine
- Delivers the flexibility needed to dig and shape holes or ditches
- Combine with a grading blade or grading bucket for increased grading versatility

Contact Local Dealer

[Request a Demo](#)

[Find a Dealer](#)

## Features & Benefits

[Collapse all](#)

### X-Change™ Attachment Mounting System

The X-Change attachment mounting system makes easy work of attaching and detaching the power tilt swing. Fast and easy mounting means spending less time on attachment changes and more time on the job.

### Full Rotation

The Power-Tilt attachment provides 90 degrees of swing to the left or right, for 180 degrees of rotation.

## Top Tasks

- Dig around and under culverts, sewer lines, tree roots and foundations

## Compatible Models

### Compact Excavators 12

E26	✓	—	—
E32	✓	—	—
E32	✓	—	—
E35 (25 hp)	✓	—	—
E35 (33 hp)	✓	—	—
E38	✓	—	—
E40	✓	—	—
E42	—	✓	✓
E48	—	—	✓
E50	—	✓	✓

**RESOLUTION**  
**#10**

Resolution No.    of 2024, a resolution authorizing the transfer of Zacariah DiRenzo to the Buildings & Grounds Department.

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

WHEREAS, a vacancy exists in the Buildings & Grounds Department for a laborer, and

WHEREAS, Zacariah DiRenzo, Recreation Attendant with the Clifton Park Senior Community Center, has applied for the position, and

WHEREAS, Director of Buildings, Parks, and Recreation, Dan Clemens, has recommended that the Board approve the transfer of Zacariah DiRenzo to the Buildings & Grounds Department, and

WHEREAS, Mr. DiRenzo is eligible for the transfer and has demonstrated the skills necessary for the position; now, therefore be it

RESOLVED, that Zacariah DiRenzo be transferred to the Buildings & Grounds Department to be compensated at Grade 3, Step 2, Year 2, effective immediately, and be it further

RESOLVED, that the Comptroller is authorized to transfer \$30,220, per the attached schedule.

Town of Clifton Park  
Salary Allocation

		Grade	Step	Year	Hourly Rate	2024	Weeks to End of Year	Hours	Projected to End of Year
New Position									
Zach	Di Renzo effective 3/19/2024	3	2	2	22.09		34.20	40.00	\$ 30,219.12
Current Position									
Zach	Di Renzo	3	2	2	22.09			40.00	\$ -
									\$ 30,219.12
Rounded to:									<u>\$ 30,220.00</u>
Transfer funds from:									
Buildings & Grounds - M Barber							A-07110-E0963		\$ 30,220.00
									<u>\$ -</u>
Transfer to:									
Building & Grounds - Z DeRenzo							A-07110-E6045		\$ 30,220.00
									<u>\$ -</u>

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Thursday, April 4, 2024 10:19 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 Employee Resolution Request #726

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](mailto:dclemens@cliftonpark.org)

**Sponsor:** P. Barrett

**Agenda Session Date:** 04/15/2024 ✓

**Board Meeting Date:** 05/06/2024 ✓

**Alternate Date:** 05/20/2024

**Budget Number:** A-7110- E??

**Budget Description:** General Fund -Buildings & Grounds -employee

**Amount:** the rest of the years amount of 3-2-2 \$46,301

**Brief Description:** Hire/transfer Zacariah DiRenzo from the Senior Center to Buildings & Grounds as a laborer grade 3 step 2 year 2 effective immediately.

**Add Supporting Docs:**

**Additional Comments/Details:** this is a lateral transfer, same title and grade/step that he currently has for the 2024 budget

**Agree to Terms:** Agree

[unsubscribe](#)

# **RESOLUTION**

**#11**

Resolution No. \_\_\_\_\_ of 2024 a resolution authorizing the hiring of Mike Spulnick as a 2024 seasonal laborer for the Buildings and Grounds Department.

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

WHEREAS, an opening exists for a seasonal laborer in the Buildings and Grounds Department; and

WHEREAS, Daniel Clemens, Director of Buildings, Parks and Recreation, has recommended that Mike Spulnick be hired to fill the position; now therefore be it

RESOLVED, that Mike Spulnick be hired as a laborer for the Buildings and Grounds Department for the summer of 2024, to be paid at \$18/hr, effective immediately, and to be budgeted from A-07110-E4000 (General Fund-Building & Grounds-Part-time Laborer).

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Thursday, April 4, 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; Kelly Miller  
**Subject:** New Employee Resolution Request #727

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](mailto:dclemens@cliftonpark.org)

**Sponsor:** P. Barrett

**Agenda Session Date:** 04/15/2024 ✓

**Board Meeting Date:** 05/06/2024 ✓

**Alternate Date:** 05/20/2024

**Budget Number:** A-771-E4000

**Budget Description:** General Fund-Buildings & Grounds- PT Labor (season)

**Amount:** \$18 per hour

**Brief Description:** Hire Mike Spulnick as seasonal laborer for the Buildings & Grounds Department at \$18.00 per hour, effective immediately.

**Add Supporting Docs:**

**Additional Comments/Details:** Mike is a returning seasonal employee.

**Agree to Terms:** Agree

[unsubscribe](#)

**RESOLUTION**  
**#12**

Resolution No. \_\_\_\_\_ of 2024, a resolution awarding the contract for landscape work in the Longkill I Park District to two lawn services to take over and continue the agreement the Town had with Greg's Seasonal Services, through the 2026 season.

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

WHEREAS, by Resolution No. 270 of 2021, the Town Board, as Commissioners of the Longkill I Park District, awarded the contract for landscape and field maintenance work for the Park District to Greg's Seasonal Service, through the 2026 season, and

WHEREAS, due to the unfortunate passing of the owner of Greg's Seasonal Service, the company is unable to continue the seasonal landscape work for Longkill I Park District, and

WHEREAS, Director of Buildings, Parks and Recreation, Daniel Clemens, requested new quotes for seasonal landscape work for the Park District, including various landscaping services for the Country Knolls Pool area, ball fields at Martin Jewitt Park, sign beautification and maintenance, as well as, spring and fall cleanup, and

WHEREAS, the lowest conforming quote for the landscaping services and spring and fall cleanup in the Country Knolls Pool area, was submitted by A to Z Property Management, 12 Burning Bush Blvd, Ballston Lake, NY, at an annual cost not to exceed \$14,500, and

WHEREAS, the lowest conforming quote for landscaping services for the Martin Jewitt Park ball fields and Dutch Meadow Estates entry, and spring and fall cleanup, was submitted by Curb Appeal Property Services, Burnt Hills, NY, at an annual cost not to exceed \$16,000, and

WHEREAS, A to Z Property Management is known to the town to provide competent and timely landscaping services and Curb Appeal Property Services comes highly recommended from Buildings and Grounds personnel; now, therefore, be it

RESOLVED, that the Town Board, as Commissioners of the Longkill I Park District, hereby awards the contract to A to Z Property Management, Ballston Lake, NY, for landscape and field maintenance work at the Longkill 1 Park District, specifically for the Country Knolls Pool area, at a cost not to exceed \$14,500, for each season through the 2026 season, to be budgeted from SP5-07123-00024 (Longkill 1 Park District – Longkill I – General Maintenance), and be it further

RESOLVED, that the Town Board, as Commissioners of the Longkill I Park District, hereby awards the contract to Curb Appeal Property Services, for landscape and field maintenance work at Longkill I Park District, specifically for the ball fields at Martin Jewitt Park and the Dutch Meadow Estates Entry, at a cost not to exceed \$16,000 for each season through the 2026 season, to be budgeted from SP5-07123-00024 (Longkill I Park District-Longkill-General Maintenance), and be it further

RESOLVED, that the subsequent years shall be budgeted in the appropriate year.

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Friday, April 12, 2024 10:50 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; Kelly Miller  
**Subject:** New Resolution Request #745

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

**Department:** Buildings & Grounds  
**Your Name:** daniel Clemens  
**Your Email:** [dclemens@cliftonpark.org](mailto:dclemens@cliftonpark.org)  
**Sponsor:** P. Barrett  
**Agenda Session Date:** 04/15/2024 ✓  
**Board Meeting Date:** 05/06/2024 ✓  
**Alternate Date:** 05/20/2024  
**Budget Number:** SP5-7123-024  
**Budget Description:** Longkill #1 PD - General Maint  
**Amount:** \$30,500  
**Brief Description:** Hire A to Z Property Management (Country Knolls area \$14,500/year) and Curb Appeal Property Services (Longkill park and Dutch Meadows areas \$16,000) to take over and continue the agreement with Greg's Seasonal Services.  
**Add Supporting Docs:**  
[0e6d9a48049a5845 property maintenance quotes to complete Gregs Seasonal agreement 4.12.24.pdf](#)

**Additional Comments/Details:** Greg Bombard passed away and his company notified us on April 9, 2024, email included in attachment, that they would not be able to fulfill their agreement.

**Agree to Terms:** Agree

[unsubscribe](#)

Resolution No. 270 of 2021, a resolution awarding the contract for landscape work in the Longkill I Park District to Greg's Seasonal Service.

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

WHEREAS, quotes were received by the Town Board, as Commissioners of the Longkill I Park District, for seasonal landscape work including various landscaping services for the Country Knolls Pool area, ball fields at Martin Jewitt Park, sign beautification and maintenance, as well as, spring and fall cleanup, and

WHEREAS, the lowest conforming quote for the landscaping and field maintenance services was submitted by Greg's Seasonal Service, 25 Lape Road, Waterford, NY, and

WHEREAS, Greg's Seasonal is known to the town to provide competent and timely landscaping services; now, therefore, be it

RESOLVED, that the Town Board, as Commissioners of the Longkill I Park District, hereby awards the contract to Greg's Seasonal Service, Waterford, NY, for landscape and field maintenance work at the Longkill I Park District, at a cost not to exceed \$35,000 for the 2022 season, to be budgeted at \$3,000 from SP5-07151-00045 (Longkill I Park District - Country Knolls Pool – Other Program Supplies) and the remainder from SP5-07123-24 (Longkill I Park District General).

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

December 6, 2021

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Teresa Brobston, Town Clerk

**Dan Clemens**

---

**From:** Greg's Seasonal Service <gregsseasonalservice@gmail.com>  
**Sent:** Tuesday, April 9, 2024 4:19 PM  
**To:** Dan Clemens  
**Subject:** Spring cleanup

Dan,  
Unfortunately things have changed since the last email. Greg's Seasonal will not be able to fulfill the last 2 years of the contract. Our plowing contracts end on April 30, which is why I'm currently doing some spring cleanups. I'm willing to do the Town, so you have time to find someone else to take over. I've spoken with Kieran, who said you would like Longkill done. I've put you on the schedule for tomorrow and Thursday, weather permitting.  
Again, I'm sorry. I really wanted to continue on Greg's Seasonal for Greg.

Christina

On Thu, Nov 30, 2023, 1:35 PM Dan Clemens <[DClemens@cliftonpark.org](mailto:DClemens@cliftonpark.org)> wrote:

Thank you. I wish to continue with you. I will try to get some leaves done next week.

**Daniel J. Clemens**

Director of Buildings, Parks and Recreation

Town of Clifton Park, NY

Cell: 518-281-5065

Office: 518-371-6651 ext. 248

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

---

**From:** Greg's Seasonal Service <gregsseasonalservice@gmail.com>  
**Sent:** Thursday, November 30, 2023 1:00 PM  
**To:** Dan Clemens <[DClemens@cliftonpark.org](mailto:DClemens@cliftonpark.org)>  
**Subject:** Re: continue services

Dan,

Yes, Greg's Seasonal will continue to operate. We are just temporarily shut down until the transfer of the business is complete. Unfortunately we will not be able to do the fall clean-up due to this.

I do have the contract and I will do my best to follow what Greg did. With the same crew, I'm sure it can be done. But I understand if you want to rebid.

On Tue, Nov 28, 2023 at 11:01 AM Dan Clemens <[DClemens@cliftonpark.org](mailto:DClemens@cliftonpark.org)> wrote:

Good morning,

I was sad to hear of Greg's untimely passing. Will the business continue to operate? The town has an agreement with you through 2026 for the Longkill 1 park district. Normally Greg was out doing leaves until snow fell. If you are shut down, I will send some of my crew out to take care of the leaves and rebid the landscaping services. Please advise at your earliest convenience.

Thanks, Dan

**Daniel J. Clemens**

Director of Buildings, Parks and Recreation

Town of Clifton Park, NY

Cell: 518-281-5065

Office: 518-371-6651 ext. 248

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

**Dan Clemens**

---

**From:** Grant Bagnardi <gbagnardi@gmail.com>  
**Sent:** Thursday, April 11, 2024 1:47 PM  
**To:** Dan Clemens  
**Subject:** Longkill #1 Park District



12 Burning Bush Blvd, Ballston Lake, NY 12019

April 11, 2024

Daniel Clemens, Director of Building and Grounds  
Town of Clifton Park  
1 Town Hall Plaza  
Clifton Park, NY 12065

RE: Longkill #1 Park District  
Country Knolls/Burning Bush Park Section

Hello Dan,

I enjoyed meeting with you yesterday to discuss the services needed at the Country Knolls Park District. I'm excited to take over the work necessary effective May 1, 2024 through the 2026 season. It is my understanding that Greg's will be completing the Spring Clean Up this year.

I will complete all work as outlined and discussed at our meeting for the seasonal cost of \$14,500.

Please send me the Purchase Order Number for my records. Thank you for the continued opportunity to work with the Town of Clifton Park/Building and Grounds.

Regards,

Grant Bagnardi  
AtoZ Property Management

**AtoZ Property Management**



April 10, 2024

### 2024 LAWN MAINTENANCE CONTRACT

This Proposal is for The Martin Jewitt Park, located Longkill Rd & the Dutch Meadow Estates Entry, located at the corner of Heidis Path & Hubbs Rd, Ballston Spa NY 12020. The proposal is for the first year of one (3) year lawn maintenance contract between The Town of Clifton Park, herein-after referred to as "TOCP" and Curb Appeal Property Services, herein-after referred to as "Contractor".

The proposed contract shall commence April 15, 2024 and end November 25, 2026.

## **LAWN MAINTENANCE**

The Contractor agrees to maintain the following areas for the duration of the contract. The contractor acknowledges that he has made a site visit and is fully familiar with these areas.

All three (3) ball fields, children's playground, swings, inside of the tennis courts, parking lot, & entrance sign.

All lawns, trees, shrubs, parking pavers, walkways and mulch beds with in the development.

All Common Areas which include but are not limited to:

Sidewalks within the development and surrounding grounds. Included is the pedestrian walkway to Blue Spruce Dr.

## **SCOPE/SPECIFICATIONS**

**Mowing** - All turf areas shall be mowed no less then once every (7) days, and no more then (10) days, to ensure that the turf height never exceeds half again the specified mowing heights between cuttings unless approved by the TOCP. Mowing's scheduled for more than seven (7) days must have the concurrence of the TOCP. Blades will be kept sharp as not to tear/damage grass. Ball Fields will be mowed on Thursdays between the hours of 10am and 2pm. Mowing directions will alternate weekly . Mowers are not to be driven on any pitching mound or base.

**Mowing Heights** - Shall be no less then 2.5 inches, and no more then 3 inches for all turf areas. Mower adjustments to be made on flat surface.

**Clippings** - All clipping will be removed with vacuum bag catchers and hauled away by Contractor. Any clippings left on lawn will be raked and removed. Walkways and paved areas will be blown free of clippings.

**Edging & String Trimming** - All sidewalks, paved areas and mulch beds will be edged every mowing with a string trimmer to ensure a neat and clean appearance.

**Spring Cleanup & Thatching** - One (1) occurrence in April. All turf areas shall be de-thatched each spring and all debris raked up and removed. This process shall precede the first mowing in May. All leaves and debris removed and beds raked/blown out.

**Fall Cleanup** - Rake all areas as needed, clean mulch beds, remove dead flowers, re-seed dead turf areas and removal of all debris.

**Debris** - All Paper and other debris will be cleared from all turf, pavement and entranceway areas on a regular mowing basis. All debris produced from the completion of contractual requirements is to be removed by the Contractor.

## **CONDITIONS**

The Contractor is an independent contractor. He shall perform his work unsupervised by the TOCP. The Contractor shall perform his work in a professional manner and keep the areas described herein unrestricted for resident use and safe for vehicular and pedestrian traffic. The TOCP shall contact the contractor should a return to the subject site be necessary for mowing, trimming or cleanup.

The contractor will not be held liable for dates and times listed in the above specifications in the event of uncontrollable or unforeseen situations beyond his immediate control (ie - inclement weather). Expenses borne by the TOCP for work required by this contract not performed by the Contractor within reasonable period of time shall be deducted from the retainage.

**CONSIDERATION**

The first year of this contract shall commence on April 15, 2024 and continue through November 25, 2026. The annual value of this contract will be \$16,000.00 per year, divided into 4 equal installments of \$4,000.00 ea, due on or before the 15th of April, June, August 7 & October, an email invoice will be sent to trigger payment. A 60 day formal notice is required for termination of said contract by either party.

Agreed to and accepted by:

Town of Clifton Park

Curb Appeal Property  
Services Inc.

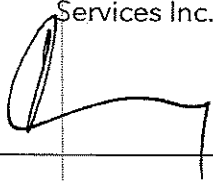
By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

Signature

Cory Masten  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

owner 4-10-24

**CONTACT INFORMATION -**

Cory Masten - (518) 229-6995

**RESOLUTION  
#13**

Resolution No. \_\_\_\_\_ of 2024, a resolution awarding the contract for Fireworks, for the Town of Clifton Park's 4th of July celebration to Santore's World Famous Fireworks and authorizing the Supervisor to sign the agreement for same.

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

WHEREAS, bids were solicited for the annual Fourth of July fireworks display and opened on April 6, 2023, and

WHEREAS, Santore's World Famous Fireworks, P.O. Box 687, Stillwater, New York, has submitted the sole quote, in the amount of \$20,000, for a twenty-minute musically choreographed pyrotechnic display, and

WHEREAS, Santore's Fireworks has successfully staged the fireworks display for the Town's 4<sup>th</sup> of July celebration for several years, and the price quote for the show is in line with prior years, and

WHEREAS, Mike Woerner, Director of Parks and Recreation, has recommended that the quote of Santore's World Famous Fireworks in the amount of \$20,000 be accepted; now, therefore, be it

RESOLVED, that the bid for the 4th of July fireworks display be awarded to Santore's World Famous Fireworks, Schaghticoke, New York, at a cost not to exceed \$20,000, as budgeted from (A-7550-00052) (General Fund- Festivals-July 4th Fest); and be it further

RESOLVED, that the Supervisor is hereby authorized to sign an agreement reflecting the above terms, subject to review and approval of the agreement by the Town Attorney.

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Monday, April 8, 2024 3:09 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; Kelly Miller  
**Subject:** New Resolution Request #732

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

**Department:** Parks & Rec  
**Your Name:** Michael Woerner  
**Your Email:** [mwoerner@cliftonpark.org](mailto:mwoerner@cliftonpark.org)  
**Sponsor:** lynda Wolowit, agatha Reid  
**Agenda Session Date:** 04/15/2024 ✓  
**Board Meeting Date:** 05/06/2024 ✓  
**Alternate Date:** 05/06/2024  
**Budget Number:** A-7550-052  
**Budget Description:** have Town Supervisor sign July 4 fireworks contract  
**Amount:** 20,000  
**Brief Description:** sign fireworks contract  
**Add Supporting Docs:**  
[8525bdc175af7cf9 Town of Clifton Park contract J4 fireworks.pdf](#)

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

[unsubscribe](#)

## *Contract*

THIS CONTRACT ("Contract") is made on this 8<sup>th</sup> day of April, 2024, between SANTORE'S WORLD FAMOUS FIREWORKS, LLC, P.O. Box 687, Stillwater, NY 12170; hereinafter known as and designated as "SANTORE"; and Town of Clifton Park, having an address of ,One Town Hall Plaza, Clifton Park, NY 12065, hereinafter known as and designated as "CLIENT."

WITNESSETH: For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree to a Contract as follows:

1. "SANTORE" agrees to furnish CLIENT a fireworks display in compliance with State and Local regulations and in accordance with the attached proposal attached hereto and made a part hereof.

- A. Display Date: July 4, 2024.
- B. Display Location: A designated area of Clifton Commons.
- C. Start Time of Display: 9:30 p.m.
- D. Duration of Display: 20 minutes.

2. "SANTORE" agrees to pay all expenses for the freight and cartage for the said display, all necessary labor, equipment which shall include experienced and/or licensed Pyrotechnic Operators to discharge the said display in accordance with law.

3. "SANTORE" will provide proof of Workman's Compensation/Disability Insurance for its employees. 'SANTORE' also agrees to supply CLIENT insurance coverage in the amount of FIVE MILLION DOLLARS for public liability and/or property damage and vehicle insurance in the amount of FIVE MILLION DOLLARS. At least ten (10) days prior to the display date, "SANTORE" shall supply to CLIENT a Certificate of Insurance showing CLIENT as the Certificate Holder.

4. CLIENT will procure and/or provide the following

- A) A safe and secure (as reasonably defined and approved by SANTORE and local officials) firing site which meets the minimum safety distance factors established by State and local laws and NFPA codes;
- B) Police protection adequate to maintain said distance factors;
- C) All necessary permits at own expense;
- D) Sand (as required); N/A
- E) Barges, tugs, and marine/barge insurance; N/A
- F) Communications equipment; N/A
- G) Security, including crowd control;
- H) Standby fireman and equipment;
- I) A safe and secure loading facility for set up of pyrotechnics;
- J) Next day clean up(s) of site;

## **5. HOLD HARMLESS**

**CLIENT** agrees to hold harmless **"SANTORE"** of all and any claims, legal fees incurred outside the operations or control of **"SANTORE."** **"SANTORE"** agrees to hold harmless **CLIENT** from all claims and legal fees incurred from the direct operations of **"SANTORE."** Any damage resulting from failure of **CLIENT** to procure and/or provide the above-listed items in part 4. shall be the sole responsibility of **CLIENT**, and no claim shall be made against **"SANTORE"**; this includes personal injury or damage to non-fire-resistant tents, motor vehicles, boats, vending carts, temporary or permanent structures, or other personal property. Furthermore, **"SANTORE"** is not liable for crowd behavior before, during, or after the display; it is the full responsibility of **CLIENT**.

## **6. POSTPONEMENT**

Every reasonable effort will be made to conduct the display(s) despite weather. Should weather prove unfavorable on the date listed in Section 1 (above), the display may, upon agreement of both parties, be postponed until next clear evening. Such postponement shall be decided upon and notice given **"SANTORE"** no later than one o'clock p.m. on the date listed on Section 2 (above). **CLIENT** is responsible for additional expenses incurred by **"SANTORE"** due to postponement; these include additional labor, meals, hotels, transportation, telephone, and, where applicable, airfare; total of said additional expenses shall not exceed **10%** of the contract price.

## **7. CANCELLATION**

If, due to inclement weather or other acts of **God**, the display(s) is (are) canceled without rescheduling, **CLIENT** agrees to pay **"SANTORE"** 50% of the total contract price forthwith upon cancellation. Should **CLIENT** cancel the contract unilaterally, for other reasons and without rescheduling, **CLIENT** agrees to pay **"SANTORE"** liquidated damages of 100% of the total contract price forthwith upon cancellation. In either case, the sum will be deducted from **CLIENT**'s paid deposit (see next paragraph), and **"SANTORE"** will refund the balance (if any) of said deposit within ten (10) working days. **If CLIENT reschedules the display within six (6) months of cancelled display date (July 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> are blackout dates unless specifically agreed in writing by the parties); the above information is not applicable.**

## **8. PAYMENT**

Notwithstanding anything to the contrary, the total cost to be paid by **CLIENT** is **\$20,000.00** for all matters relative to the pyrotechnic production(s) and display(s) under this agreement. Payment to be as follows: A 50% deposit is due upon signing of contract. The balance of the contract is due upon completion of the display. A service charge of **2%** per month, compounded monthly, will be added to all accounts over 30 days past due. **CLIENT** agrees to pay attorney's fees and costs if **SANTORE** needs to retain an attorney to enforce collection of this account.

**9. CLIENT** agrees that any publicity, media coverage, announcements, and advertising shall name **SANTORE'S WORLD FAMOUS FIREWORKS, LLC**, as the primary Contractor for the said display.

10. CLIENT agrees and understands that this agreement is being entered to in Saratoga County, New York, and thus be construed in accordance with the laws of New York State. In the event of any dispute whatsoever with regard to the meaning, interpretation, and/or enforcement of this agreement, it will be decided in Saratoga County, New York.

**SANTORE'S WORLD FAMOUS FIREWORKS, LLC**  
Jeffrey M. Ward                      4.08.2024

By: *Jeffrey M. Ward*

**Town of Clifton Park Authorized Representative**

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

**Client Contact Information**

Name:            Phil Barrett  
Address:        1 Town Hall Plaza  
  
Phone No.:      518-3712-6651  
E-Mail            pbarrett@cliftonpark.org

**Representative for Date of Show**

Name:            Mike Woerner  
Cell Phone:    518-365-9264  
E-Mail            mwoerner@cliftonpark.org

**RESOLUTION**  
**#14**

Resolution No. \_\_\_\_\_ of 2024, a resolution accepting the attached list of alternate Lifeguards and Camp Counselors to be hired as needed for the three Town-owned Pools and Summer Camp locations, respectively.

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

WHEREAS, Supervisor Barrett has recommended that the list of individuals listed as Schedules A and B, be accepted as alternate Lifeguards and alternate Counselors, respectively, for the 2024 Summer season; now, therefore, be it

RESOLVED, that the attached Schedules A and B be accepted as the lists of alternate Lifeguards and Counselors, respectively, to be hired if needed, and be it further

RESOLVED, that the alternate Lifeguards shall be paid \$15.30/hour from the appropriate fund: A-7150-E4690 (Barney Road Life Guards), A-7152-E4690 (Locust Lane Life Guards), or A-7151-E4000 (Country Knolls Pool Guards), and the alternate Counselors shall be paid \$15.00/hour from A-07310-E4500 through E4580 (General Fund-Summer Recreation-Camp Counselors).

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Friday, April 12, 2024 8:45 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 Employee Resolution Request #742

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

**Department:** Parks & Rec  
**Your Name:** Michael Woerner  
**Your Email:** [mwoerner@cliftonpark.org](mailto:mwoerner@cliftonpark.org)  
**Sponsor:** lynda Wolowit, agatha Reid ✓  
**Agenda Session Date:** 04/15/2024 ✓  
**Board Meeting Date:** ~~04/15/2024~~ 5/6/2024 per Mike Woerner ✓  
**Alternate Date:** 05/06/2024  
**Budget Number:** included on attachments  
**Budget Description:** hiring alternate counselors & lifeguards  
**Amount:** hourly figures on attachments  
**Brief Description:** hiring alternate lifeguards and Counselors  
**Add Supporting Docs:**  
[d867f4dfae9f4aca Counselor Alternates 2024.pdf](#)  
[a58d7ef2d94874ae New Applicants 2024 - alternate lifeguards.pdf](#)

**Additional Comments/Details:** hiring alternate seasonal employees  
**Agree to Terms:** Agree

[unsubscribe](#)

# SCHEDULE A

First	Last	Pool	Step	Rate	Title
Evelyn	Noakes	TBD	2	\$15.30	Lifeguard
Matthew	Vian	TBD	1	\$15.30	Lifeguard
John	Landers	TBD	1	\$15.30	Lifeguard
Palmer	Michels	TBD	1	\$15.30	Lifeguard
Emma	Anderson	TBD	1	\$15.30	Lifeguard
Cassidy	Robleno	TBD	1	\$15.30	Lifeguard
Abigail	Zahn	TBD	1	\$15.30	Lifeguard
Gabriel	Zahn	TBD	1	\$15.30	Lifeguard
Joseph	Guillaudeu	TBD	1	\$15.30	Lifeguard
Cade	Hrdlicka	TBD	1	\$15.30	Lifeguard
Moira	Glynn	TBD	1	\$15.30	Lifeguard
Amelia	Lyden	TBD	1	\$15.30	Lifeguard
Brady	McQuade	TBD	1	\$15.30	Lifeguard
Sophie	Cottrell	TBD	1	\$15.30	Lifeguard

A-7150-E4690                      barney road

7151-E4690                        country knolls

7151-E4690                        Locust lane

First	Last	Pool	Step	Rate	Title
Elliot	Hook	TBD	1	\$15.30	Lifeguard
Elijah	Winegard	TBD	1	\$15.30	Lifeguard
Courtney	Fitch	TBD	1	\$15.30	Lifeguard
Gavin	Heritage	TBD	1	\$15.30	Lifeguard



**RESOLUTION  
#15**

Resolution No. \_\_\_\_\_ of 2024, a resolution hiring Project Adventure to conduct a training program for Parks & Recreation seasonal camp staff to educate them on the new Adventure Challenge Course installed at Collins Park, and to authorize a transfer from Contingency.

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

WHEREAS, the Town Board wishes to retain Project Adventure, who designed and installed the new course, to train 2024 seasonal camp staff who are assigned to work the course, and

WHEREAS, the Town Supervisor has recommended that Project Adventure be retained to conduct a training program to be held at Collins Park on June 22, 23, 27 and 28, 2024, for Adventure Challenge Course seasonal camp staff; now therefore be it

RESOLVED, that authorization is hereby granted to hire Project Adventure, Beverly, MA, to conduct a four (4) day training program on June 22, 23, 27 and 28, 2024, for seasonal camp staff hired to work the new Adventure Challenge Course at Collins Park, at a cost not to exceed \$10,900, to be paid from A-07621-00001 (General Fund-Project Adventure-Training & Conferences), with a transfer from Contingency, A-01990-00015.

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Friday, April 12, 2024 10:26 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; Kelly Miller  
**Subject:** New Resolution Request #744

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

**Department:** Parks & Rec  
**Your Name:** Michael Woerner  
**Your Email:** [mwoerner@cliftonpark.org](mailto:mwoerner@cliftonpark.org)  
**Sponsor:** lynda Wolowit, agatha Reid  
**Agenda Session Date:** 04/15/2024 ✓  
**Board Meeting Date:** 05/06/2024 ✓  
**Alternate Date:** 05/06/2024  
**Budget Number:** A-7621-001  
**Budget Description:** train staff on new course  
**Amount:** ~~10,200~~ \$10,900  
**Brief Description:** Training staff on new course and equipment & have supervisor sign the contract with Project Adventure  
**Add Supporting Docs:**  
[10dc39efa4349ffd project adventure training contract for new course.pdf](#)

**Additional Comments/Details:** Project Adventure to come to CP to train staff on the new course and equipment  
**Agree to Terms:** Agree

[unsubscribe](#)



**Project Adventure**  
 978.524.4500  
 www.pa.org

**Project Adventure Custom Training Proposal**

<b>Prepared for:</b> Town of Clifton Park 525 Moe Road Collins Park Clifton Park, NY 12065	<b>Type of Training:</b> New Course Orientation	<b>Prepared by:</b> Peter Chatterton Contract Date: April 12, 2024 Contract valid for 45 days from this date.
<b>Training Location:</b> 525 Moe Road Collins Park Clifton Park, NY 12065	<b>Training Dates*:</b> June 22-23, 2024  AND  June 27-28, 2024	<b>Training Times:</b> Full Days (~8:30-4:30)
<b>Maximum number of participants:</b> (12)	<b>Number of Trainers:</b> (1)	<b>Training Cost**:</b> \$10,900 <b>50% Deposit:</b> \$5,450

**Training Goals and Objectives:**

- Learn and practice the SOP's for all new elements.
- Learn and practice knots, rope, harness, helmet inspection/use and system pre-flight checks.
- Learn a variety of staff and student belay techniques.
- Learn and practice a variety of instructor access and egress techniques from the course.
- Learn and practice the operating procedures for the continuous belay components.
- Practice basic gear retrieval while on belay and while using SAFER lanyards (experienced staff).
- Learn and practice Continuous belay system participant rescue.

**The fees above include:**

- Pre-program consultation & post-program follow-up with your lead trainer, including recommended next steps
- Custom program design
- (4) Days Training
- Ongoing support from your Client Services Team

Please read through the Training Services Contract following this proposal for information regarding invoicing, cancellation, and/or changes to participant numbers. Your organization will be invoiced the fees outlined unless services requested or the number of participants are changed at least two weeks (14 calendar days) prior to your program date. Once you have read and agree to this contract, **please initial and sign all pages of the contract.**

On the last page of the contract you will find space to sign and complete important information regarding your workshop.

Contract for Training Services



**Project Adventure**

978.524.4500

www.pa.org

*\*Please note that training dates are reserved on a first come-first served basis, and require a signed contract and a PO for the full amount or a 50% deposit in order to confirm training dates.*

*\*\*Fees are based on a flat fee for the trainer and are not adjusted for fewer participants. Please call our office if you anticipate a larger number of participants as an additional trainer may be required.*

*\*\*\*If contract is not executed four (4) weeks prior to the start date of training, additional travel fees may be incurred.*

## Training Services Contract

Town of Clifton Park

Proposal Attached Dated: April 12, 2024

This is an agreement for training services provided by Project Adventure, Inc. ("PA"), a non-profit Massachusetts corporation, for Town of Clifton Park ("CLIENT").

### 1. Training Site

The training services will be provided at: 525 Moe Road, Collins Park, Clifton Park, NY 12065

### 2. Training Services of PA

The costs and expenses of the contracted services may be described in detail in a proposal document.

### 3. Costs and Expenses

The cost of the services provided in this contract including all labor, training materials, and travel is:

**Proposed Cost: \$10,900                      50% Deposit: \$5,450**

The Proposed Cost is valid for forty-five (45) days from the proposal date above unless there are significant cost increases beyond PA's control. After forty-five days, please contact PA to confirm proposed cost before executing this agreement.

\*If contract is not executed four (4) weeks prior to the start date of training, additional travel fees may be incurred due to cost fluctuations.

### 4. Deposit

A 50% deposit of the agreed amount is required to confirm dates and schedule this training. Town, cities, and other municipal or governmental entities may submit a purchase order to cover the costs of the proposed training. A tax exempt certificate must be submitted with all purchase orders. If a Purchase Order is included, a 50% deposit will be invoiced towards this PO prior to the training date.

### 5. Payment Terms

Remaining balance will be due on first date of program delivery. Payments not received by the due date will be subject to interest of 1.6% per month from the due date (or the maximum allowable by law, whichever is

Contract for Training Services



**Project Adventure**

978.524.4500

www.pa.org

less)

**6. Training Dates**

The training dates shall be scheduled by mutual agreement of CLIENT and PA.

**7. Refund and Cancellation Policy**

Deposits are refundable if cancellations are made in writing at least 28 calendar days prior to the start date of the training. Any change or cancellation requested by the CLIENT less than 28 calendar days before the scheduled training may result in a rescheduling or cancellation fee. Costs incurred by PA on behalf of the CLIENT such as non-refundable airline fees will be the responsibility of the CLIENT.

**8. Limitation of Liability, Release, and Indemnity**

Except only as specified below, and to the maximum extent permitted by law CLIENT agrees that the risk of injury, death or other loss associated with challenge course programming or any other related program activities offered by the CLIENT suffered by the CLIENT or any person other than a PA employee or representative engaged in providing the training service, shall be the sole responsibility of CLIENT and not PA. CLIENT specifically agrees to release and indemnify (meaning, to defend and pay or reimburse, including costs and attorneys' fees) PA, its officers, directors, representatives, and employees from, and not to sue them for, any claim of loss arising from an activity associated with the challenge course program or other related programming or any aspect of it. The claims which are the subject of these agreements of release and indemnity include, but not exclusively, claims of negligence and claims of indemnity and contribution arising from claims of third persons.

**9. Hiring Restrictions**

CLIENT and PA mutually agree not to hire any employee, associate or consultant, or former employee, associate or consultant of the other, while this contract is in force, or for a period of one year after this contract's termination without the express written permission of the other party. Should either party employ an employee, associate, or consultant of the other party within a period of one year after the termination of this contract, a fee of no less than 45% of the annual salary will be due and payable by the party hiring the other party's staff member.

**10. Venue and Applicable Law - Alternative Dispute Resolution**

The parties agree that any dispute between them will be governed by the substantive laws of the Commonwealth of Massachusetts, but not the laws which would apply the laws of another State. Any mediation or suit shall take place exclusively in Massachusetts. If a dispute cannot be resolved by mutual agreement, the parties agree to submit to a mediator recognized by the Commonwealth of Massachusetts.

**11. Cost Recovery**

CLIENT agrees to pay all costs and attorneys' fees incurred by PA in defending a claim if that claim is withdrawn or to the extent a Court or mediator determines that PA is not responsible for the injury or loss.



**Project Adventure**

978.524.4500  
www.pa.org

**12. Entirety Clause**

This document including any referenced attachments represents the complete agreement between PA and CLIENT. Any changes in this agreement must be approved by both parties in writing. In the event that a Court deems any part of this agreement invalid, the remaining parts of the contract remain in full force and effect.



**Project Adventure**  
978.524.4500  
www.pa.org

**Please return to Project Adventure:**

- A copy of the complete signed agreement, initialed on each page.
- A copy of your Purchase Order or a Check payable to **Project Adventure**.
- A copy of your Tax-Exempt Certificate.

**Town of Clifton Park**

Michael Woerner

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Project Adventure, Inc. Representative**

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CLIENT Billing Information:**

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Street

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Attn: (If other than name listed above)

**Services agreed upon:**

Type of Training: New Course Orientation  
Maximum Number of participants: 12  
Training Dates: June 22-23, 2024, AND June 27-28, 2024

**NOTES**

Location of Training: 525 Moe Road, Collins Park, Clifton Park, NY 12065

Contract Total: \$10,900    Deposit Amount: \$5,450  
Check or PO# (against which deposit will be invoiced immediately): \_\_\_\_\_

*Contracts & POs may be submitted electronically. Please send all originals in the mail to:*

*Project Adventure | 719 Cabot Street | Beverly, MA 01915*

Contract for Training Services

**RESOLUTION  
#16**

Resolution No. \_\_\_\_\_ of 2024, a resolution declaring a public emergency pursuant to General Municipal Law Section 103(4) within Clifton Park Sewer District #1.

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

WHEREAS, Clifton Park Sewer District #1 suffered a failure of the sewer main on Val de Penas from February 16- March 8, 2024, and

WHEREAS, Section 103(4) of the NYS General Municipal Law provides that in cases of an emergency situation arising from unforeseen circumstances affecting public buildings or the health or safety of its inhabitants, the Town Board may authorize the purchase of service, material and equipment without competitive bids, now, therefore, be it

WHEREAS, Michael O'Brien, Collection System Manager, engaged Peter Luizzi & Bros. Contracting, Inc, for the repair work at the sewer main break on an emergency basis, pursuant to an invoice for \$225,816, dated 04/10/2024 attached; now, therefore, be it

RESOLVED, that the Town Board determines that the resulting damage due to the sewer main collapse on February 16- March 8, 2024 at Val de Penas, constituted an emergency for procurement purposes under Section 103(4) of General Municipal Law, and be it further

RESOLVED, that the Comptroller is authorized to pay the amount of \$225,816 to Peter Luizzi & Bros, Inc., from assigned appropriated fund balance, G7-00915 and transfer to G7-08111-00021 (Clifton Park Sewer District #1-Sewer Contractual-Emergency Repairs).

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Wednesday, April 10, 2024 2:30 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; Kelly Miller  
**Subject:** New Resolution Request #736

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

**Department:** Sewer  
**Your Name:** Mike OBrien  
**Your Email:** [mobrien@cliftonpark.org](mailto:mobrien@cliftonpark.org)  
**Sponsor:** barrett  
**Agenda Session Date:** 04/15/2024 ✓  
**Board Meeting Date:** 05/06/2024 ✓  
**Alternate Date:** 04/15/2024  
**Budget Number:** G7-8111-21  
**Budget Description:** CPSD#1 Emergency Repairs  
**Amount:** \$225,815.72

**Brief Description:** Resolution declaring a sewer emergency. Town of Clifton Park Sewer District #1 experienced a failure of the sewer main on Val de Penas Feb 16-March 8. The pipe was repaired and an emergency contractor called. Peter Luizzi Bros was available and made the necessary repairs. The construction costs for the repair are \$225,815.72 and that does not include paving. The Town Sewer Department expects to pave in May.

**Add Supporting Docs:**

**Additional Comments/Details:** Will require a transfer of \$225,815.72 from assigned fund balance

**Agree to Terms:** Agree

[unsubscribe](#)



**PETER LUZZI & BROS. CONTRACTING, INC.**  
**ASPHALT PAVING**

857 1St St  
 Watervliet, NY 12189  
 Phone: (518) 482-8954  
 Fax: (518) 482-4847

# Invoice

<b>Invoice Number</b>
24037-001
<b>Invoice Date</b>
4/10/2024

**Bill To:** Town of Clifton Park  
 One Town Hall Plaza  
 Clifton Park, NY 12065

**Project:** Clifton Park Sewer Break & Rep  
 24 Val De Pena's  
 Clifton Park, NY 12065  
 Emergency Sewer Repair

Job No	Customer Quote Number	Payment Terms			Due Date
24037		Net 30 Days			5/10/2024
Date	Description	Quantity	U/M	Rate/Unit	Price
4/10/2024	Emergency Sewer Repair	225,365.72	DC	1.00	225,365.72

Subtotal \$ 225,365.72  
 Sales Tax (if applicable) \$ 0.00

**Total Due \$ 225,365.72**

*Thank you for your business!*

**RESOLUTION**  
**#17**

Resolution No. \_\_\_\_\_ of 2024, a resolution contracting for paving services to repair the road damaged in the Town sewer emergency that occurred within Clifton Park Sewer District #1.

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

WHEREAS, Clifton Park Sewer District #1 suffered a failure of the sewer main on Val de Penas from February 16- March 8, 2024, and

WHEREAS, due to this sewer main failure, a portion of Val de Penas requires repaving, and

WHEREAS, Collection System Manager, Michael O'Brien, wishes to piggyback off of paving services contract 24-PWPSR-46R, a contract entered into by the County of Saratoga, to pave and repair the portion of Val de Penas that was damaged in the sewer main failure, and

WHEREAS, quotes in the attached submission from the Collection System Manager are not exact, as tonnage, time, and unforeseen issues may arise affecting the quote; now, therefore, be it

RESOLVED, that the Collection System Manager is authorized to enter a piggyback agreement with Evolution Construction Services, Mechanicville, NY per Saratoga County Contract 24-PWPSR-46R, in an amount not to exceed \$43,697, with invoices to be paid from assigned appropriated fund balance, G7-00915 and transfer to G7-08111-00021 (Clifton Park Sewer District #1-Sewer Contractual-Emergency Repairs).

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Friday, April 12, 2024 3:11 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; Kelly Miller  
**Subject:** New Resolution Request #750

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](mailto:mobrien@cliftonpark.org)  
**Sponsor:** Barrett  
**Agenda Session Date:** 04/15/2024 ✓  
**Board Meeting Date:** 05/06/2024 ✓  
**Alternate Date:** 04/06/2024  
**Budget Number:** G7-8111-21  
**Budget Description:** Emergency  
**Amount:** 43697  
**Brief Description:** Pave Val de Penas as part of sewer emergency repair. Will require Assigned fund balance transfer for G7. Evolution is on County Contract info provided  
**Add Supporting Docs:**  
**Additional Comments/Details:** SEE EMAIL TO CINDY  
**Agree to Terms:** Agree

[unsubscribe](#)



**DEPARTMENT OF  
CENTRAL SERVICES**

JOHN WARMT, DIRECTOR

518.885.2210

SARATOGACOUNTYNY.GOV

50 WEST HIGH ST, BALLSTON SPA, NY 12020

MEMORANDUM

TO: Chad Cooke, Commr. Public Works  
FROM: John Warmt, Purchasing *JW*  
DATE: March 23, 2023  
RE: Asphalt Concrete – 24-PWAC-3R

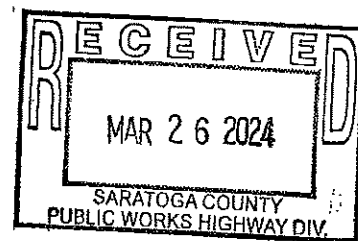
The bid for Asphalt Concrete, specification 24-PWAC-3R has been awarded to all bidders pending project location and availability, as per the attached bid recap.

The contract period is from the date of this award through December 31, 2024.

If you have any questions, please contact me.

attachment

cc: County Auditor  
Sewer District



**ASPHALT CONCRETE BID AWARD RECAP - 24-PWAC-3R**

Bid awarded to all vendors pending project location & availability - Contract Period From Date of Award - 12/31/2024

ITEM	SPECIFICATION	LOCATION OF PLANT	PECKHAM MATERIALS		PALLETTE STONE CORP.		CALLANAN INDUSTRIES, INC.		DOLOMITE PRODUCTS COMPANY, INC.		NEW CASTLE ASPHALT LLC		TROY SAND & GRAVEL CO., INC.	
			CONTACT INFO	NO BID	Price	CONTACT INFO	Price	CONTACT INFO	Price	CONTACT INFO	Price	CONTACT INFO	Price	CONTACT INFO
Spec. Item 402.256901	F9 Binder Course HMA, 60 Series Compaction		Peter H. Simoneau (518) 747-3933 438 Vaughn Road Hudson Falls, NY	NO BID	David Santos (518) 684-2421 Fertified Sas Gardens Saratoga Springs	Joe DeCelle (518) 857-7666 100 Chatspple Lane Watervliet	Joe DeCelle (518) 857-7666 146 Cortland Rd Schenectady	Joe DeCelle (518) 857-7666 831 NY Rt. 87 Ballston Spa	Kenneth Rittenburg 518-279-3265 230 Riverdale Ave Rensselaer	Dan Clemente 518-674-2894 34 Garage Road West Sand Lake	\$51.45	\$51.45	\$55.00	\$50.50
Spec. Item 403.11RAP	Base Course (recycled)			\$61.00	\$50.75	\$51.45	\$48.45	\$48.45	\$46.50	\$50.50	\$48.45	\$46.50	\$50.50	
Spec. Item 403.118902	Type 1 Base Course			NO BID	\$51.75	\$54.45	\$51.45	\$51.45	\$49.00	\$53.00	\$51.45	\$49.00	\$53.00	
Spec. Item 403.128902	Type 2 Base Course			NO BID	\$52.45	\$54.45	\$51.45	\$51.45	\$49.00	\$53.00	\$51.45	\$49.00	\$53.00	
Spec. Item 403.138902	Type 3 Dense Binder Course			NO BID	\$53.45	\$55.95	\$55.95	\$52.95	\$58.25	\$53.25	\$52.95	\$58.25	\$53.25	
Spec. Item 403.13RAP	Binder Course (recycled)			\$63.00	\$51.45	\$53.95	\$51.45	\$50.95	\$53.25	\$50.50	\$50.95	\$53.25	\$50.50	
Spec. Item 403.178902	Type 6 Top Course			NO BID	\$58.95	\$59.95	\$59.95	\$58.95	\$64.00	\$66.00	\$58.95	\$64.00	\$66.00	
Spec. Item 403.16RAP	Type 6 Top Course (recycled)			\$68.00	\$55.95	\$57.95	\$54.95	\$54.95	\$58.50	\$53.00	\$58.50	\$53.00	\$53.00	
Spec. Item 403.178202	Type 6F2 Top Course (high Friction)			NO BID	\$59.75	\$59.75	\$60.45	\$57.45	\$64.00	\$65.50	\$64.00	\$65.50	\$65.50	
Spec. Item 403.198902	Type 7 Top Course			NO BID	\$61.45	\$61.45	\$63.45	\$60.45	\$67.00	\$67.00	\$60.45	\$67.00	\$67.00	
Spec. Item 403.218902	Trueling & Levelling Course			NO BID	\$61.45	\$63.45	\$63.45	\$60.45	\$64.00	\$68.50	\$60.45	\$64.00	\$68.50	
Spec. Item 404.XX	Warm Mix Additive			\$5.00	\$6.25	NO BID	NO BID	\$4.00	\$1.75	\$1.50	\$4.00	\$1.75	\$1.50	
Spec. Item 404.198901	19 F9 Binder Course, 80 Series Compaction			NO BID	\$61.45	NO BID	NO BID	NO BID	\$55.00	\$56.00	NO BID	\$55.00	\$56.00	
Spec. Item 404.128301	12.5 F3 Top Course, 80 Series Compaction			NO BID	\$61.45	NO BID	NO BID	NO BID	\$60.00	\$59.00	NO BID	\$60.00	\$59.00	
Spec. Item 404.098301	9.5 F3 Top Course, 80 Series Compaction			NO BID	\$64.45	NO BID	NO BID	NO BID	\$62.00	\$64.00	NO BID	\$62.00	\$64.00	
Spec. Item 404.068301	6.3 F3 Top Course, 80 Series Compaction			NO BID	\$66.45	NO BID	NO BID	NO BID	\$62.45	\$73.00	NO BID	\$62.45	\$73.00	
Spec. Item 404.018901	Trueing & Levelling F9 80 Series Compaction			NO BID	\$72.45	NO BID	NO BID	NO BID	\$72.45	\$70.00	NO BID	\$72.45	\$70.00	
Spec. Item 404.058901	Shim Course F9			NO BID	\$64.45	NO BID	NO BID	NO BID	\$62.45	\$70.00	NO BID	\$62.45	\$70.00	
Spec. Item 403.11RAP	CREDIT for RAP			NO BID	\$75.45	NO BID	NO BID	NO BID	\$84.45	\$70.00	NO BID	\$84.45	\$70.00	
Spec. Item 403.11RAP	CREDIT for RAP			NO BID	(\$2.00)	NO BID	NO BID	NO BID	(\$4.50)	(\$3.00)	NO BID	(\$4.50)	(\$3.00)	
HAULING:	First five (5) miles (each mile up to 5 miles)			NO BID	\$1.05	\$0.90	\$0.90	\$0.90	\$0.90	\$0.95	\$0.90	\$0.90	\$0.95	
	-PLUS- each additional mile 6-15 miles			NO BID	\$0.65	\$0.65	\$0.65	\$0.65	\$0.65	\$0.50	\$0.65	\$0.50	\$0.50	
	-PLUS- each additional mile over 15 miles			NO BID	\$0.65	\$0.55	\$0.55	\$0.55	\$0.55	\$0.40	\$0.55	\$0.40	\$0.50	
Item 402.06830118	6.3mm F3 PMHMA, 80 Series Compaction			NO BID	\$76.75	NO BID	NO BID	NO BID	\$75.95	\$73.00	NO BID	\$75.95	\$73.00	
HAULING:	First five (5) miles (each mile up to 5 miles)			NO BID	\$1.05	NO BID	NO BID	NO BID	\$0.90	\$0.95	NO BID	\$0.90	\$0.95	
	-PLUS- each additional mile 6-15 miles			NO BID	\$0.65	NO BID	NO BID	NO BID	\$0.65	\$0.50	NO BID	\$0.65	\$0.50	
	-PLUS- each additional mile over 15 miles			NO BID	\$0.65	NO BID	NO BID	NO BID	\$0.55	\$0.50	NO BID	\$0.55	\$0.50	
Item 407.02010016	Tack Coat for 6.3mm F3 PMHMA			NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
HAULING:	First five (5) miles (each mile up to 5 miles)			NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
	-PLUS- each additional mile 6-15 miles			NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
	-PLUS- each additional mile over 15 miles			NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	

ADDITIONAL ITEM

cc: C. Cooke, Commr. of Public Works; D. Plummer, County Auditor



**DEPARTMENT OF  
CENTRAL SERVICES**

JOHN WARMT, DIRECTOR

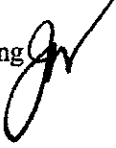
518.885.2210

SARATOGACOUNTY.NY.GOV

50 WEST HIGH ST, BALLSTON SPA, NY 12020

**FILE**

MEMORANDUM

TO: Chad Cooke, P.E. Public Works  
FROM: John Warmt, Director of Purchasing   
DATE: February 5, 2024  
RE: Pavement Service Rates – 24-PWPSR-46R

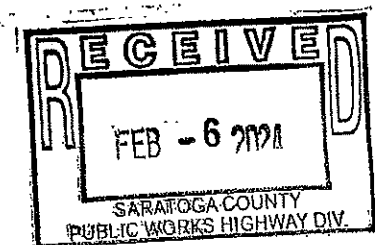
This is to inform you that the bid for Pavement Service Rates, specification 24-PWPSR-46R has been awarded to all bidders on a project-to-project basis, as per the attached bid recap.

Please be aware that the Specifications, Instructions to Bidders, Indemnity and Insurance Agreement, and the Proposal will constitute a contract.

The contract period will run from February 1, 2024 through January 31, 2025, with the option to extend for two (2), one (1) year periods upon written agreement of both parties.

If you have any questions, please contact my office.

Attachment



⊙ *Revolutionary By Nature* ⊙





**RESOLUTION  
#18**

Resolution No. \_\_\_\_\_ of 2024, a resolution hiring seasonal laborers for the 2024 Summer season at the Clifton Park Highway Department.

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

WHEREAS, Dahn Bull, Highway Superintendent, wishes to hire seasonal laborers for the 2024 Summer season, and

WHEREAS, Mr. Bull has recommended the hiring of the following individuals at the stated rates:

<u>Name</u>	<u>Address</u>	<u>Rate</u>
Jason Aubrey	Clifton Park	\$17.00/hr.
Gregory George	Clifton Park	\$17.00/hr.
Michael Gessler	Rexford	\$16.50/hr.

now, therefore, be it

RESOLVED, that the individuals listed above be hired as summer seasonal laborers, to be paid the hourly rates stated from account DA-05110-E4000 (Highway Fund-General Construction-Part-time Laborers).

## Cynthia, Zlogar

---

**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Thursday, April 11, 2024 1:32 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; Kelly Miller  
**Subject:** New Employee Resolution Request #740

A new employee 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](mailto:dbull@cliftonpark.org)  
**Sponsor:** D. Bull  
**Agenda Session Date:** 04/15/2024 ✓  
**Board Meeting Date:** 05/06/2024 ✓  
**Alternate Date:** 05/06/2024  
**Budget Number:** DA-5110-E4000  
**Budget Description:** Summer Help  
**Amount:** Various Rates for each Employee  
**Brief Description:** Resolution No. \_\_\_\_\_ of 2024, a resolution hiring seasonal laborers for the 2024 Summer season at the Clifton Park Highway Department.  
Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.  
WHEREAS, Dahn Bull, Highway Superintendent, wishes to hire seasonal laborers for the 2021 Summer season, and,  
WHEREAS, Mr. Bull has recommended the hiring of the following individuals at the stated rates;  

Name	Address	Rate
Jason Aubrey	40 Hemlock Drive, Clifton Park	\$17.00/hr.
Gregory George	70 St. Andrews, Clifton Park	\$17.00/hr.
Rafe Lamboy	7 Chevy Chase Lane, Clifton Park	\$16.50/hr.
Michael Gessler	160 Sugar Hill Road, Rexford	\$16.50/hr.

Now therefore be it,  
RESOLVED, that the individuals listed above be hired as summer seasonal laborers, to be paid the hourly rates stated.

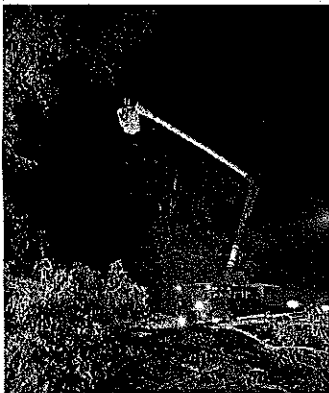
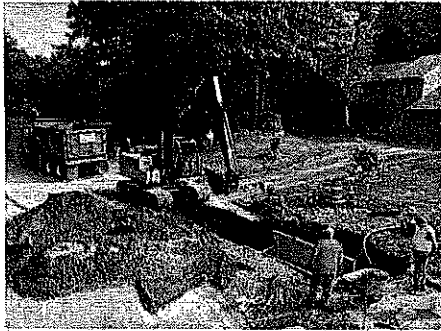
**Add Supporting Docs:**  
[6843b7581f400db3\\_20240411135656073-1.pdf](#)

**Additional Comments/Details:** Gregory George and Jayson Aubry are returning. Rafe Lamboy and Michael Gessler are new hires. There will need to be a transfer of funds from Account codes E6142 and E0521 to compensate the rate for Michael Gessler. He will be assisting Dean Charbonneau in the Mechanics Bay. Mr. Gessler has been interning in the Mechanics Bay through the BOCES program, and Dean would like to bring him on as summer help to assist in the shop. The other three candidates will be working on the road.

**Agree to Terms:** Agree

[unsubscribe](#)

# Town of Clifton Park Highway Department



## SUMMER HELP POSITIONS AVAILABLE!

The Town of Clifton Park Highway department has openings for a Seasonal Laborer!

This position is a seasonal position lasting approximately May to September (start date and end date negotiable) and is responsible for many of the daily tasks performed by the Highway Department. This is a physically demanding position and individuals must have a clean Drivers License with a minimum of a Class D license. A license abstract will be obtained through the Department of Motor Vehicles; Background checks performed.

Some responsibilities include:

- Mowing, grass trimming and lawn repair
- Painting arrows, crosswalk rehabilitation
- Removing/chipping unwanted, dead, or damaged trees and limbs
- Additional responsibilities may apply as various work duties develop

**MUST BE 18 YEARS  
OR OLDER!**

**\$16.00 PER HOUR!**

**MONDAY-FRIDAY  
7AM-3:30PM**

**CLASS D LICENSE  
ACCEPTED!**

**IF YOU ARE  
INTERESTED,  
PLEASE CALL THE  
DEPARTMENT  
(518)371-7310**

### CONTACT INFORMATION:

639 Clifton Park Center Road  
Clifton Park, NY, 12065

Phone: (518)371-7310

Email: [dbull@cliftonpark.org](mailto:dbull@cliftonpark.org)

**RESOLUTION  
#19**

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing the Highway Superintendent to retain Precision Trenchless, LLC to perform sliplining of a damaged stormwater pipe at the intersection of Clifton Park Center Road and Clifton Country Road.

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

WHEREAS, Highways Superintendent, Dahn Bull, has requested authorization to accept a proposal for sliplining process to be performed on a damaged stormwater pipe under the intersection of Clifton Park Center Road and Clifton Country Road, and

WHEREAS, pursuant to General Municipal Law Section 103 (16), municipalities in New York are authorized to “piggyback” from competitively bid contracts of other municipalities within the state, so long as the bid process from the original contracting entity was conducted through a sealed bid process pursuant to the statute, and the bid notice provided for such piggybacking, and,

WHEREAS, the Highway Department has now requested authorization to enter a contract with Precision Trenchless, LLC, 1710 Erie Blvd., Schenectady, NY, using the piggyback option from the 2023 Contract #0010984 of Onondaga County, attached, whose bids were opened on November 1, 2023, with prices valid January 1, 2024 through December 31, 2024, according to bid documents and correspondence reviewed from the Onondaga County Division of Purchase, and,

WHEREAS, according to information provided by the Highway Superintendent, Precision Trenchless has provided quotes in the amount of \$22,652 for sliplining pipes, per Exhibit A, using unit prices as bid in the Onondaga contract; now, therefore, be it,

RESOLVED, that the Highway Superintendent is authorized to execute a contract with Precision Trenchless, LLC for a total amount not to exceed \$22,652 from DA-05110-00037, (Highway Fund-Highway Construction-Paving-Slip Lining).

## Cynthia, Zlogar

---

**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Friday, April 12, 2024 11:15 AM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagnello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Employee Resolution Request #746

A new employee 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](mailto:dbull@cliftonpark.org)  
**Sponsor:** D. Bull  
**Agenda Session Date:** 04/15/2024 ✓  
**Board Meeting Date:** 05/06/2024 ✓  
**Alternate Date:** 05/06/2024  
**Budget Number:** DA-5110-037  
**Budget Description:** Paving/Sliplining  
**Amount:** \$22,652.00  
**Brief Description:** Cleaning & CCTV inspection of a 24 inch UV cured pipe from Olive Garden to turn lane in the Town of Clifton Park.

Repairing damaged pipe at the intersection of Clifton Park Center Road and Clifton Country Road, better known as the intersection at "the Jolly" gas station.

Piggybacking off of Onondaga Contract.

**Add Supporting Docs:**

[76e8e53d238f653f Pricing Clifton Park Olive Garden.pdf](#)

[e5f73b5a10a01622 Precision Trenchless - Piggyback Onondaga Contract 2023.pdf](#)

**Additional Comments/Details:** None at this time

**Agree to Terms:** Agree

[unsubscribe](#)

# EXHIBIT A

## **P R E C I S I O N** Precision Industrial Maintenance, Inc. • Martin Environmental Services, Inc. Precision Trenchless, LLC **G R O U P**

On Behalf of Precision Trenchless LLC, I am pleased to present you with pricing for Cleaning & CCTV inspection of 1 24 inch UV cured pipe from Olive Garden to turn lane in the Town of Clifton Park.

### **Work scope included in pricing**

- CCTV with thumb drive videos and reports
- High pressure jetting and cleaning of all pipe prior to UV CIPP installation
- Installation of 24-inch UV CIPP approximately 80LF
- Bypass of all water throughout installation process up to 4" capacity.

### **Exclusions**

- Any repairs to the host pipe needed to install the CIPP
- Water source to be provided by others
- Final billing will be done with post CCTV footages
- Traffic control beyond standard cones / signs
- Disposal of spoils / debris
- Permits
- Testing
- Additional Insurance beyond current coverage
- Access to both ends of the pipe must be given
- Anything not specifically mentioned in the proposal

### **Pricing off Onondaga County Contract**

**Cleaning, Lining, Bypass, Traffic and CCTV of 80 lf of 24 inch \$22,652.00 \***

**Please sign/date and send back if approved to begin work**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Please contact me with any questions

Sincerely,

Lawrence Curtis

Precision Trenchless LLC

518 225 7129



**J. RYAN MCMAHON, II**  
*County Executive*

Onondaga County  
Executive Department  
**Division of Purchase**  
John H. Mulroy Civic Center, 13<sup>th</sup> Floor  
421 Montgomery Street  
Syracuse, NY 13202  
[www.ongov.net](http://www.ongov.net)  
Phone (315) 435-3458

**DANIEL HAMMER**  
*Director*

November 13, 2023

Mara Kilburn, Vice President  
Precision Trenchless LLC  
1710 Erie Blvd  
Schenectady NY 12308

Re: Bid Ref. # 0010984      Opened: November 1, 2023  
For: Collection System Infrastructure Renewal - Cured In-Place Pipe  
Dept.: Water Environment Protection

Dear Ms. Kilburn:

Please be advised that contingent upon the following conditions and requirements being met, it is the intent of the County to award and enter into a contract with your firm for the items indicated on the enclosed computation of bids.

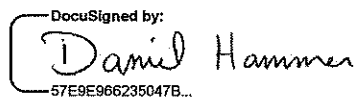
Contractor shall deliver to the County's Department of Law, before this contract may be made or performed and from time to time thereafter as is reasonable, both a form certificate of insurance approved for use by New York's Superintendent of Insurance and copies of the declarations of each insurance contract referred to by such certificate of insurance, as evidence that the insurance coverage required for this contract is maintained by Contractor. At the request of the County, Contractor shall deliver to the County's Department of Law, at the address below, a copy of any insurance contract referred to by such certificate of insurance.

**ONONDAGA COUNTY DEPARTMENT OF LAW**  
**JOHN H MULROY CIVIC CENTER, 10<sup>TH</sup> FLOOR**  
**ATTENTION: MARY BETH PAUL**  
**421 MONTGOMERY STREET**  
**SYRACUSE, NEW YORK 13202**  
[marybethpaul@ongov.net](mailto:marybethpaul@ongov.net)

Upon fulfillment of your obligations mentioned herein, a completely executed copy of the contract will be returned to you. The Division of Purchase will issue the necessary purchase orders for this contract.

If at any time questions arise or additional information is required, please feel free to contact Brian Chairmonte, Specification Writer. We look forward to doing business with you.

Sincerely,

DocuSigned by:  
  
57E9E966235047B...

Daniel Hammer  
Director

DH/ag  
Enc: comp sheet

cc: Mary Beth Paul  
File  
Howard Mansfield

# RFB-0010984 - Furnish Collection System Infrastructure Renewal - Cured in Place Pi...

Document Request List

This solicitation is **CLOSED**

Print

Share ▼

Notice

Categories

Documents

Document Request List



## Get instant access

to solicitation details & future business opportunities.

**GET ACCESS**

## Basic Information

### Reference Number

0000332040

### Issuing Organization

Onondaga County

### Owner Organization

Water Environment Protection

### Solicitation Type

RFB - Request for Bid (Formal)

### Solicitation Number

RFB-0010984

### Title

Furnish Collection System  
Infrastructure Renewal - Cured in  
Place Pipe

### Source ID

PU.AG.USA.1055.C15591026

## Details

### Location

United States, New York, Onondaga  
County

### Delivery Point

As Specified

### Purchase Type

Term: 01/01/2024 12:00 AM EST -  
12/31/2024 12:00 AM EST  
Option: 2 additional 1 yr period

### Piggyback Contract

No

## Description

Furnish Collection System Infrastructure Renewal - Cured in Place Pipe

## Dates

Publication

Question Acceptance Deadline

# Request for Bid Event Details (cont.)

## PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
ONGOV-BID0010984	Sell	RFX	2
Event Round	Version		
1	1		
Event Name			
Collection System Infrastructure Renewal- CIPP			
Start Time		Finish Time	
10/05/2023 11:00:00 EDT		11/01/2023 14:00:00 EDT	
Pre-Bid Meeting Date		Advertisement Date	
Final Question Date			
10/19/2023			
NYS PRC#		Department	
2023011554		3330000000	

**Bidder:** PUBLIC EVENT DETAILS

**Submit To:** Onondaga County  
DIV OF PURCHASE  
John H Mulroy Civic Center, 13th Floor  
421 Montgomery Street  
Syracuse NY 13202  
United States

**Contact:** Brian Chairmonte  
**Phone:** 315/435-5064  
**Email:** BrianChairmonte@ongov.net

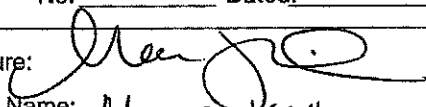
Event Currency: US Dollar  
Bids allowed in other currency: No  
**PROPOSAL AND SIGNATURE PAGE**

Director of Purchasing  
Onondaga County Division of Purchase  
421 Montgomery St.  
Syracuse, NY 13202

I agree to provide all the material and/or labor in accordance with the furnished specifications to the County of Onondaga and/or its political subdivisions. I have clearly identified variations from the published specifications where applicable.

I have received, read and agree to the terms and conditions as set forth in the instructions to Bidders/General Conditions and any special terms or conditions as set forth in the special conditions or minimum specifications. I specifically read, understand and certify in accordance with section 16.2.1 (non-collusion certification required for public bids), the Fair Employment reporting requirements (16.2.6) and the Iran Divestment (16.2.8). I am authorized by my company to make this commitment.

### REFER TO MINIMUM SPECIFICATIONS AND PRICING PAGE

Addenda acknowledgment	
I have received and considered the following addenda in submitting this bid:	
No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____
Signature: 	
Printed Name: Mara Kilburn	Title: V. President
Firm Name: Precision Trenchless LLC	Contact person: Ryan Bridegroom
Address: 1710 Erie Blvd Schenectady NY 12308	Phone: (518) 346-5800
Fax Number: 518 346 6077	Federal ID Number: 465433526
Purchase Order Address (if different than above):	
Ordering Email: R.Bridegroom@precisiontrenchless.com	
Bid Email: <del>curtis@pim-inc.com</del>   curtis@pim-inc.com	
Note: Vendors MUST provide a W-9 Form with their bid. This form is attached at the end of Instructions to Bidders/General Conditions.	

This page Must be Signed and Returned



## BID FORM & CERTIFICATION

### Exhibit #2

County of Onondaga  
 Executive Department - Division of Purchase  
 John H. Mulroy Civic Center, 13th floor  
 421 Montgomery Street  
 Syracuse, New York 13202-2989  
 Phone (315) 435-3458 - Fax (315) 435-3424

Bid Reference: BID0010984

Procurement Description: Collection System Infrastructure Renewal - Cured in Place Pipe	Date of Bid Release: 10/05/2023 at 11:00 AM	Bidder: PUBLIC EVENT DETAILS Submit To:  Onondaga County DIV OF PURCHASE John H Mulroy Civic Center, 13th Floor 421 Montgomery Street Syracuse NY 13202 United States Contact: Brian Chairmonte Email: brianchairmonte@ongov.net
Deadline for Submission of Questions: October 19, 2023	Bid Submission Deadline: Date/Time: 11/01/2023 at 02:00 PM	
Is a Bid Security Required? No	Pre-Bid Meeting: No	
If a Bid Security Required, the amount of such bond is as follows:	Is a Performance Security Required? No	
PRC Number Yes PRC Number: 2023011554	If a Performance Security is required, the amount of such bond is as follows:	
MWBE Required: No		

Event Currency: US Dollar  
 Bids allowed in other currency: No

**Bid Results:** Bid results will be available on our website by 3 PM on the date of the bid opening. Go to [www.ongov.net](http://www.ongov.net), follow the departmental link to "Purchasing", select the "Bid Results" tab on the left, and then follow the instructions. Please be sure to have the Bid Reference number available.

**PRICING PAGES**

Provide repair of collection system infrastructure by various methods as specified; delivered.

GROUP A - CLEANING & INSPECTION SERVICES					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
A1	HD CCTV Inspection (8" - 18" pipe)	9,600	LF	3.90	37,440.00
A2	Multi-sensor Inspection (Greater than 18" pipe)	5,400	LF	50.00	270,000.00
A3	Perform Heavy Cleaning of 8" - 12" Sewer Main	7,000	LF	10.00	70,000.00
A4	Perform Heavy Cleaning of 15" - 24" Sewer Main	3,600	LF	20.00	72,000.00
A5	Perform Heavy Cleaning of 30" - 36" Sewer Main	1,600	LF	25.00	40,000.00
A6	Perform Heavy Cleaning of 42" - 48" Sewer Main	1,600	LF	30.00	48,000.00
A7	Perform Heavy Cleaning of 60" Sewer Main	600	LF	35.00	21,000.00
A8	Perform Heavy Cleaning of 72" Sewer Main	600	LF	40.00	24,000.00
				TOTAL \$	582,440.
<p>Five Hundred Eighty Two Thousand Four Hundred Forty Dollars</p> <p>PRICE IN WORDS</p>					

Continue to Next Page

**PRICING PAGES (Cont'd)**

GROUP B - BYPASS PUMPING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
B1	Provide temporary bypass pumping system for 8" to 12" main as specified	5	DAY	750. <sup>00</sup>	3750. <sup>00</sup>
B2	Provide temporary bypass pumping system for 15" to 24" main as specified	5	DAY	4400. <sup>00</sup>	22,000. <sup>00</sup>
B3	Provide temporary bypass pumping system for 30" to 36" main as specified	5	DAY	4900. <sup>00</sup>	24,500. <sup>00</sup>
B4	Provide temporary bypass pumping system for 42" to 48" main as specified	5	DAY	5500. <sup>00</sup>	27,500. <sup>00</sup>
B5	Provide temporary bypass pumping system for 60" main as specified	5	DAY	7000. <sup>00</sup>	35,000. <sup>00</sup>
B6	Provide temporary bypass pumping system for 72" main as specified	5	DAY	10,000. <sup>00</sup>	50,000. <sup>00</sup>
				TOTAL \$	162,750. <sup>00</sup>
<p>One Hundred Sixty Two Thousand Seven Hundred Fifty Dollars —</p> <p>PRICE IN WORDS</p>					

Continue to Next Page

**PRICING PAGES (Cont'd)**

GROUP C – CIPP LINING (STEAM CURED)					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
C1	Furnish and Install 8" CIPP lining	3,000	LF	NB	0
C2	Furnish and Install 10" CIPP lining	2,000	LF	NB	0
C3	Furnish and Install 12" CIPP lining	2,000	LF	NB	0
C4	Furnish and Install 15" CIPP lining	1,600	LF	NB	0
C5	Furnish and Install 18" CIPP lining	1,000	LF	NB	0
C6	Furnish and Install 24" CIPP lining	1,000	LF	NB	0
C7	Furnish and Install 30" CIPP lining	800	LF	NB	0
C8	Furnish and Install 36" CIPP lining	800	LF	NB	0
C9	Furnish and Install 42" CIPP lining	800	LF	NB	0
C10	Furnish and Install 48" CIPP lining	800	LF	NB	0
C11	Furnish and Install 60" CIPP lining	600	LF	NB	0
C12	Furnish and Install 72" CIPP lining	600	LF	NB	0
				TOTAL \$	0
NO BID					
PRICE IN WORDS					

Continue to Next Page

**PRICING PAGES (Cont'd)**

GROUP D - CIPP LINING (UV CURED)					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
D1	Furnish and Install 8" CIPP lining	3,000	LF	55.00	165,000.
D2	Furnish and Install 10" CIPP lining	2,000	LF	63.00	126,000.
D3	Furnish and Install 12" CIPP lining	2,000	LF	68.00	136,000.
D4	Furnish and Install 15" CIPP lining	1,600	LF	100.50	160,800.
D5	Furnish and Install 18" CIPP lining	1,000	LF	130.50	130,500.
D6	Furnish and Install 24" CIPP lining	1,000	LF	168.00	168,000.
D7	Furnish and Install 30" CIPP lining	800	LF	238.00	190,400.
D8	Furnish and Install 36" CIPP lining	800	LF	302.00	241,600.
D9	Furnish and Install 42" CIPP lining	800	LF	310.00	248,000.
D10	Furnish and Install 48" CIPP lining	800	LF	380.00	304,000.
D11	Furnish and Install 60" CIPP lining	600	LF	625.00	375,000.
D12	Furnish and Install 72" CIPP lining	600	LF	650.00	390,000.
				TOTAL \$	2,635,300.
Two Million Six Hundred Thirty Five Thousand Three Hundred Dollars					
PRICE IN WORDS					

Continue to Next Page

**PRICING PAGES (Cont'd)**

<b>GROUP E - GENERAL REQUIREMENTS</b>					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
E1	Mobilization	1	EA	5000. <sup>00</sup>	5000.00
E2	Maintenance and Protection of Traffic	1	EA	2900. <sup>00</sup>	2900.00
E3	Site Clearing	100	SY	100. <sup>00</sup>	10000.00
				TOTAL \$	17,900.00
Seventeen Thousand Nine Hundred Dollars					
PRICE IN WORDS					

Continue to Next Page

**PRICING PAGES (Cont'd)**

GROUP F - CIPP LINING FOR HIGHWAY CROSS CULVERTS (STEAM CURED)					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
F1	Maintenance and Protection of Traffic for Highway Cross Culverts	100	DAY	NB	⊕
F2	Furnish and Install 8" CIPP lining, Pay Range 1' to 100'	300	LF	NB	⊕
F3	Furnish and Install 10" CIPP lining, Pay Range 1' to 100'	300	LF	NB	⊕
F4	Furnish and Install 12" CIPP lining, Pay Range 1' to 100'	300	LF	NB	⊕
F5	Furnish and Install 15" CIPP lining, Pay Range 1' to 100'	300	LF	NB	⊕
F6	Furnish and Install 18" CIPP lining, Pay Range 1' to 100'	300	LF	NB	⊕
F7	Furnish and Install 24" CIPP lining, Pay Range 1' to 100'	300	LF	NB	⊕
F8	Furnish and Install 30" CIPP lining, Pay Range 1' to 100'	300	LF	NB	⊕
F9	Furnish and Install 36" CIPP lining, Pay Range 1' to 100'	300	LF	NB	⊕
F10	Furnish and Install 42" CIPP lining, Pay Range 1' to 100'	300	LF	NB	⊕
F11	Furnish and Install 48" CIPP lining, Pay Range 1' to 100'	300	LF	NB	⊕
F12	Furnish and Install 60" CIPP lining, Pay Range 1' to 100'	300	LF	NB	⊕
F13	Furnish and Install 72" CIPP lining, Pay Range 1' to 100'	300	LF	NB	⊕
				TOTAL \$	⊕
NO BID					
PRICE IN WORDS					

**PRICING PAGES (Cont'd)**

GROUP G – CIPP LINING FOR HIGHWAY CROSS CULVERTS (UV CURED)					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
G1	Maintenance and Protection of Traffic for Highway Cross Culverts	100	DAY	250. <sup>00</sup> / <sub>100</sub>	25,000
G2	Furnish and Install 8" CIPP lining, Pay Range 1' to 100'	300	LF	60. <sup>00</sup> / <sub>100</sub>	18,000
G3	Furnish and Install 10" CIPP lining, Pay Range 1' to 100'	300	LF	70. <sup>00</sup> / <sub>100</sub>	21,000
G4	Furnish and Install 12" CIPP lining, Pay Range 1' to 100'	300	LF	80. <sup>00</sup> / <sub>100</sub>	24,000
G5	Furnish and Install 15" CIPP lining, Pay Range 1' to 100'	300	LF	99. <sup>00</sup> / <sub>100</sub>	29,700
G6	Furnish and Install 18" CIPP lining, Pay Range 1' to 100'	300	LF	125. <sup>00</sup> / <sub>100</sub>	37,500
G7	Furnish and Install 24" CIPP lining, Pay Range 1' to 100'	300	LF	168. <sup>00</sup> / <sub>100</sub>	50,400
G8	Furnish and Install 30" CIPP lining, Pay Range 1' to 100'	300	LF	235. <sup>00</sup> / <sub>100</sub>	70,500
G9	Furnish and Install 36" CIPP lining, Pay Range 1' to 100'	300	LF	299. <sup>00</sup> / <sub>100</sub>	89,700
G10	Furnish and Install 42" CIPP lining, Pay Range 1' to 100'	300	LF	468. <sup>00</sup> / <sub>100</sub>	140,400
G11	Furnish and Install 48" CIPP lining, Pay Range 1' to 100'	300	LF	600. <sup>00</sup> / <sub>100</sub>	180,000
G12	Furnish and Install 60" CIPP lining, Pay Range 1' to 100'	300	LF	1000. <sup>00</sup> / <sub>100</sub>	300,000
G13	Furnish and Install 72" CIPP lining, Pay Range 1' to 100'	300	LF	2000. <sup>00</sup> / <sub>100</sub>	600,000
				TOTAL \$	1,586,200
<p>One Million Five Hundred Eighty Six Thousand Two Hundred Dollars —</p> <p>PRICE IN WORDS</p>					

**PROPOSAL, CERTIFICATIONS AND SIGNATURE:**

**TO:** Director of Purchasing, Onondaga County Division of Purchase, 421 Montgomery St., Syracuse, NY 13202.

*Addenda Acknowledgment:*

The following addenda have been received, reviewed and are included in this bid:

<u>Addenda #</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I agree to provide all the material, equipment, labor and/or services to the County of Onondaga and/or its political subdivisions for the amount(s) set forth in this Bid, all in accordance with the requirements of the Instructions to Bidders and the documents referred to therein.

I have clearly identified variations from the published specifications where applicable.

I have received, read and agree to all the terms and conditions set forth in the Bid Packet/Instructions to Bidders and all the documents referred to therein.

I have signed and included the following Certifications with this Bid:

- Non-Collusion Certification
- No Conflict of Interest or Detrimental Effect Certification
- Iranian Divestment Certification
- Prevention of Sexual Harassment Certification

I make this bid on behalf of the Company identified below and am authorized to make this commitment.

Firm Name: PRECISION TRENCHLESS LLC

By:   
Signature

Printed Name: MICHAEL RALBUSKY

Title: VP SALES

Contact person: MICHAEL PARBOVSKY

Address: 1710 ERIE BLVD, SEAFORD NY 12308

Phone: 518-429-1164

Fax Number: 518-346-6077

Federal ID Number: 46-5433576

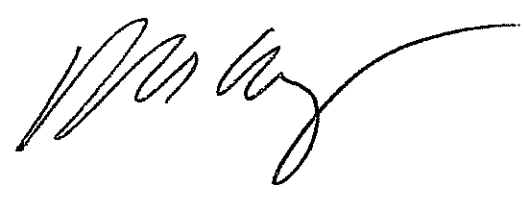
Purchase Order Address (if different than above):  
\_\_\_\_\_

Ordering Email: rbridegroom@precisiontrenchless.com  
~~pim-inc.com~~

Bid Email: miker@pim-inc.com

Note: Vendors MUST provide a properly completed IRS Form W-9 with their bid.

**This page must be signed and returned along with additional required Certifications.**





# Contract Pricing Sheet

## Exhibit A

County of Onondaga  
Executive Department - Division of Purchase  
John H. Mulroy Civic Center, 13th floor  
421 Montgomery Street  
Syracuse, New York 13202-2989  
Phone (315) 435-3458 - Fax (315) 435-3424

Bid Reference: BID0010984

Procurement Description: Collection System Infrastructure Renewal - Cured in Place Pipe	Date of Bid Release: 10/05/2023 at 11:00 AM	Bidder: PUBLIC EVENT DETAILS Submit To:  Onondaga County DIV OF PURCHASE John H Mulroy Civic Center, 13th Floor 421 Montgomery Street Syracuse NY 13202 United States Contact: Brian Chairmonte Email: brianchairmonte@ongov.net
Deadline for Submission of Questions: October 19, 2023	Bid Submission Deadline: Date/Time: 11/01/2023 at 02:00 PM	
Is a Bid Security Required? No	Pre-Bid Meeting: No	
If a Bid Security Required, the amount of such bond is as follows:	Is a Performance Security Required? No	
PRC Number: Yes PRC Number: 2023011554	If a Performance Security is required, the amount of such bond is as follows:	
MWBE Required: No		

**PURCHASING INSERT CONTRACT PRICING DETERMINED AFTER BID OPENING SHEET HERE**

**PREVENTION OF SEXUAL HARASSMENT CERTIFICATION**

New York State Labor Law §201-g requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (<https://www.ny.gov/combating-sexual-harassment-workplace/employers>)

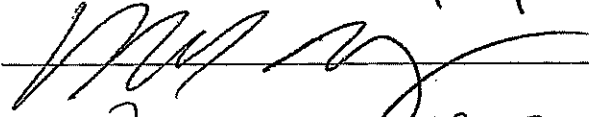
By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace that, at a minimum, meets the requirements of NY Labor Law §201-g and provides annual sexual harassment prevention training to all of its employees.

Consistent with the requirements of NY Finance Law §139-L, this bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification; provided, however, that if a bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

\*\*\*\*\*

Under penalty of perjury, by signing below, I submit this bid on behalf of the below named Firm, and certify that said Firm has and has implemented a written policy addressing sexual harassment prevention in the workplace that, at a minimum, meets the requirements of NY Labor Law §201-g and provides annual sexual harassment prevention training to all of its employees. I further certify that I am duly authorized by the Firm to make this certification on behalf of the Firm.

Firm Name: Precisio's Tractables LLC Date: 10/30/23

Signature of Authorized Person: 

Printed Name and Title of Authorized Person: MICHAEL RAUBOVSKY - VP SALES

**BID PROPOSAL**

BID TITLE: Collection System Infrastructure Renewal- CIPP  
BID NUMBER: # BID0010984

**Non-Collusive Bidding Certification**

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

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

I hereby affirm under the penalties of perjury that the foregoing statement is true.

Precision Trusswork LLC  
Bidder's Name

By: [Signature]  
Signature

Print Name: MICHAEL RALBOUSKY

Title: VP SALES

### **CERTIFICATION OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT**

The Firm offering to provide services pursuant to this solicitation, as a Consultant, joint venture consultant, subconsultant, or subcontractor, attests that its performance of the services outlined in this solicitation does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the County of Onondaga.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any County project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the County;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has regarding any existing contracts or agreements between the Firm and the County;
3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the County;
4. The fulfillment of any other contractual obligations that the Firm has with the County will not affect or influence its ability to perform under any contract with the County resulting from this solicitation;
5. During the negotiation and execution of any contract resulting from this solicitation, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the County as a whole including, but not limited to, any action or decision to divert resources from one County project to another;
6. In fulfilling obligations under each of its County contracts, including any contract which results from this solicitation, the Firm will act in accordance with the terms of each of its County contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the County as a whole including, but not limited to, any action or decision to divert resources from one County project to another;
7. No former officer or employee of the County who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the County, has played a role with regard to the administration of this contract procurement in a manner that may violate applicable Ethics Laws; and
8. The Firm has not and shall not offer to any employee, member or director of the County any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this solicitation should note that the County recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The County will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

Precision Textiles LLC  
Bidder's Name

By: [Signature]  
Signature

Print Name: MICHAEL PALBOVSKY

Title: VP SALES

**IRANIAN DIVESTMENT CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief that each bidder is not on the list created pursuant to NY State Finance Law §165-a(3)(b) (<https://ogs.ny.gov/iran-divestment-act-2012>).

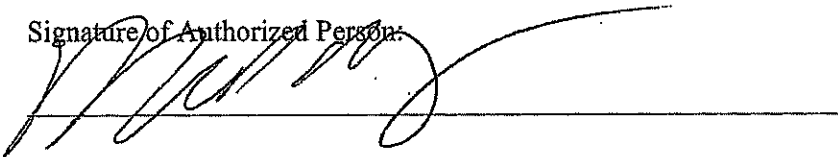
Each bidder and each person signing on behalf of any bidder further certifies under penalty of perjury, that to the best of their knowledge and belief, the bidder:

- (a) Does not provide goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; AND
- (b) Is not a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector of Iran.

Under penalty of perjury, by signing below, I the above certification on behalf of the below named Firm. I further certify that I am duly authorized by the Firm to make this certification on behalf of the Firm.

Firm Name: PRECISION TECHNOLOGIES LLC Date: 10/30/23

Signature of Authorized Person:



Printed Name and Title of Authorized Person:

MICHAEL PALBOUSKY - VP SALES

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Precision Trenchless, LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

**1710 Erie Blvd.**

6 City, state, and ZIP code

**Schenectady, NY 12308**

7 List account number(s) here (optional)

Requester's name and address (optional)

See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					

or

Employer identification number									
4	6	-	5	4	3	3	5	7	6

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

*[Signature]* **CONTROLLER**

Date ▶ **10/30/23**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$500 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 6 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
  - Ensure your employer is protecting your SSN, and
  - Be careful when choosing a tax preparer.
- Call the IRS at 1-800-829-1040 if you think your identify has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/DD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@ftc.gov](mailto:spam@ftc.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee
b. So-called trust account that is not a legal or valid trust under state law	The actual owner
5. Sole proprietorship or disregarded entity owned by an individual	The owner
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/4/2023

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).

<b>PRODUCER</b> Kapnick Insurance Group 333 Industrial Dr Adrian MI 49221	<b>CONTACT NAME:</b> Ann Rudd	<b>FAX (A/C, No):</b> 517-263-6658
	<b>PHONE (A/C, No, Ext):</b> 517-266-6577	<b>E-MAIL ADDRESS:</b> ann.rudd@kapnick.com
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Great Divide Insurance Co.		25224
<b>INSURER B:</b> Shelterpoint Life Insurance Company		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 907986584                      **REVISION NUMBER:**

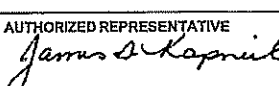
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ECP2037550-11	4/30/2023	4/30/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/POP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	Y	BAP2026067-15	4/30/2023	4/30/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEG      RETENTION \$	Y	Y	FFX2026088-15	4/30/2023	4/30/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCA2026066-15	4/30/2023	4/30/2024	<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 B	Pollution NYDB/Family Leave Benefit			ECP2037550-11 DBL573607	4/30/2023 1/1/2023	4/30/2024 12/31/2023	Aggregate - Pollution Deductible - Pollution	1,000,000 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 AUTOMATIC STATUS POLICY FORMS (WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH NAMED INSURED, PER POLICY TERMS & CONDITIONS)

**GENERAL LIABILITY:**

Additional Insureds-  
 ECP 1239 01 21 - Additional Insured - Lessor of Leased Equipment  
 ECP 1246 01 21 - Additional Insured - Owners, Lessees or Contractors - Ongoing Operations  
 ECP 1248 01 21 - Additional Insured - Owners, Lessees or Contractors - Completed Operations  
 See Attached...

<b>CERTIFICATE HOLDER</b>   FOR INFORMATIONAL PURPOSES ONLY	<b>CANCELLATION</b>  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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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Kapnick Insurance Group		NAMED INSURED Precision Group of Companies, LLC Precision Industrial Maintenance, LLC Precision Trenchless, LLC Martin Environmental Services, LLC 1710 Erie Blvd Schenectady NY 12308	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Primary and Non-Contributory – ECP 12 48 01 21  
 Waiver of Subrogation - ECP 1260 01 21

AUTOMOBILE:  
 Additional Insureds-  
 CA 2001 (11/20) – Lessor - Additional Insured & Loss Payee  
 CA0443 (11/20) & CA0444 (11/20) - Waiver of Subrogation

WORKERS COMPENSATION  
 WC000313 - Waiver of Subrogation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice, (10 days for non-payment of premium), to the certificate holder named, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives.

**RESOLUTION**  
**#20**

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing payment to Precision Trenchless LLC for Emergency Stormwater Repairs.

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

WHEREAS, Highway Superintendent, Dahn Bull, determined that three stormwater trunk lines throughout Clifton Park were in need of immediate repairs, and

WHEREAS, the locations where these projects were implemented are as follows:

<u>Location</u>	<u>Diameter</u>	<u>Length</u>	<u>Cost</u>
30 Berkshire Drive	15"	141 Feet	\$23,679.48
11 Woods Way	18"	Point Repairs	\$29,916.00
29 Stonegate Road	18"	104 Feet	\$12,746.24

,and

WHEREAS, Precision Trenchless LLC, were available and had the materials to perform ultraviolet cured in place pipe repairs and point repairs on the above-mentioned locations, and

WHEREAS, pursuant to General Municipal Law Section 103(4), these three incidents were emergencies due to the fact that "the life, health, safety or property of the inhabitants of a political subdivision or district therein, require immediate action;" now therefore be it,

RESOLVED, that the Comptroller is authorized to pay Precision Trenchless, LLC, \$66,341.72 from DA-5110-037 (Paving/Sliplining) to cover the cost of repairs for stormwater systems in Sherwood Forest, Stone Gate, and Woods Edge neighborhoods.

**Cynthia, Zlogar**

---

**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Friday, April 12, 2024 11:19 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 Employee Resolution Request #747

A new employee 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](mailto:dbull@cliftonpark.org)  
**Sponsor:** D. Bull  
**Agenda Session Date:** 04/15/2024 ✓  
**Board Meeting Date:** 05/06/2024 ✓  
**Alternate Date:** 05/06/2024  
**Budget Number:** DA-5110-037  
**Budget Description:** Paving/Sliplining  
**Amount:** \$66,341.72  
**Brief Description:** Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing payment to Precision Trenchless LLC for Emergency Stormwater Repairs.

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

WHEREAS, Highway Superintendent Dahn Bull determined that three stormwater trunk lines throughout Clifton Park were in need of immediate repairs; and

WHEREAS, the locations where these projects were implemented are as follows:

Location Diameter Length Cost  
30 Berkshire Drive 15" 141 Feet \$23,679.48  
11 Woods Way 18" Point Repairs \$29,916.00  
29 Stonegate Road 18" 104 Feet \$12,746.24

; and,

WHEREAS, Precision Trenchless LLC, were available and had the materials to perform ultraviolet – cured in place pipe repairs and point repairs on the above-mentioned locations; and,

WHEREAS, pursuant to General Municipal Law Section 103(4), these three incidents were emergencies due to the fact that "the life, health, safety or property of the inhabitants of a political subdivision or district therein, require immediate action;" now therefore be it,

RESOLVED, that the Comptroller is authorized to pay Precision Trenchless, LLC, \$66,341.72 from DA-5110-037 (Paving/Sliplining) to cover the cost of repairs for stormwater systems in Sherwood Forest, Stone Gate, and Woods Edge neighborhoods.

**Add Supporting Docs:**  
[d2faa5494265700e\\_20240412104207114.pdf](#)

**Precision Trenchless, LLC**

1710 Erie Boulevard  
 Schenectady, NY 12308  
 Phone: 518-346-5800 Fax: 528-346-6077

**Invoice: # 705**  
**Date: 9/30/2023**

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

**SITE ADDRESS** 29 Stonegate Rd  
 Clifton Park, NY 12065

ACCOUNT NO	PO NUMBER	REP	TERMS	JOB #	PAGE
CLIFTONP		SB	Net 30	23-03035	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	Woods Way - Hand cleaning of pipe to install, (3) spot repairs to cover hole in side of pipe at upstream end, 12 LF 18" spot repair.	24,700.00	24,700.00*
	104	29 Stonegate - UV CIPP rehabilitation, 18" diameter, 104 LF	122.56	12,746.24*
	1	Heavy cleaning services	1,352.00	1,352.00*
	1	CCTV inspection	364.00	364.00*
	1	Bypass pumping services	3,500.00	3,500.00*

A 1 ½% per month late charge will be assessed on past due amounts over 30 days.

DUE DATE: 10/30/2023

**BALANCE DUE 42,662.24 \***

**Precision Trenchless, LLC**

1710 Erie Boulevard  
Schenectady, NY 12308  
Phone: 518-346-5800 Fax: 528-346-6077

Invoice: # 726  
Date: 11/30/2023

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

SITE ADDRESS Berkshire Dr  
Clifton Park, NY 12019

ACCOUNT NO.	PO NUMBER	REP	TERMS	JOB #	PAGE
CLIFTONP		SB	Net 30	23-03050	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	30 Berkshire Drive - UV CIPP rehabilitation, 15" diameter, 141 LF	23,679.48	23,679.48*

A 1 ½% per month late charge will be assessed on past due amounts over 30 days.

DUE DATE: 12/30/2023

**BALANCE DUE 23,679.48\***

**RESOLUTION  
#21**

Resolution No. \_\_\_\_ of 2024, a resolution authorizing the Superintendent of Highways to promote Marc McCune within the Highway Department.

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

WHEREAS, there is a vacancy for Working Supervisor and one employee has met the credentials, licensing and experience to be promoted within the Highway Department; and

WHEREAS, Highway Superintendent, Dahn Bull, wishes to promote Marc McCune to Working Supervisor, and

WHEREAS, Mr. McCune, Ballston Spa, NY, who holds a Class B license, will be promoted to grade 7, step 1, to be paid at a rate of \$32.75/hr, and

WHEREAS, Mr. McCune has over 13 years in highway maintenance experience, while successfully and effectively filling the vacancy of Working Supervisor for the last several months; now, therefore be it,

RESOLVED, that the Town Board authorizes the promotion of Marc McCune to the title above to be paid based on the attached schedule.

Town of Clifton Park  
Salary Allocation

		Grade	Step	Year	Hourly Rate	2024	Weeks to End of Year	Hours	Projected to End of Year
<b>New Position</b>									
Marc	McCune effective 5/7/2024	7	1	1	32.75		34.20	40.00	\$ 44,802.00
<b>Current Position</b>									
Marc	McCune	5	4	1	28.92		34.20	40.00	\$ 39,562.56
									\$ 5,239.44
<b>Rounded to:</b>									<u>\$ 5,240.00</u>
<b>Transfer funds from:</b>									
Highway Fund - Snow Removal - MEO						DA-05142-E1500	\$ 338.00		
Highway Fund - General Construction - MEO						DA-05110-E1500	<u>\$ 4,902.00</u>		
<b>Transfer to:</b>									
Highway Fund - Snow Removal - M McCune						DA-05142-E0791	\$ 338.00		
Highway Fund - General Construction - M McCune						DA-05110-E0791	<u>\$ 4,902.00</u>		

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Friday, April 12, 2024 11:48 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 Employee Resolution Request #748

A new employee 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](mailto:dbull@cliftonpark.org)  
**Sponsor:** D. Bull  
**Agenda Session Date:** 04/15/2024 ✓  
**Board Meeting Date:** 05/06/2024 ✓  
**Alternate Date:** 05/06/2024  
**Budget Number:** DA-5110-E1500 (Highway General Repairs-Working Supervisor), and budget line DA-5142-E1500 (Highway-Snow Removal-Working Supervisor)  
**Budget Description:** Working Supervisor (Item 1 - General Repairs), MEO (Item 4 - Snow Removal)  
**Amount:** \$32.75/Hr.  
**Brief Description:** Resolution No. of 2024, a resolution authorizing the Superintendent of Highways to promote Marc McCune within the Highway Department.

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

WHEREAS, there is one vacancy for Working Supervisor and one employee has met the credentials, licensing and experience to be promoted within the Highway Department; and

WHEREAS, Superintendent of Highways, Dahn Bull, wishes to promote Marc McCune to Working Supervisor, and

WHEREAS, Mr. McCune will be promoted to the grade, step and rate below,

Name	License	Address	Grade	Step	Rate
Marc McCune	Class B	21 Red Coach Trail, Ballston Spa	7	1	\$32.75/Hr.

, and,

WHEREAS, Mr. McCune has over 13 years in highway maintenance experience, while successfully and effectively filling the vacancy of Working Supervisor for the last several months; now, therefore be it,

RESOLVED, that the Town Board authorizes the promotion of these individuals to the titles above; and be it further,

RESOLVED, that the funds necessary for these promotions be allocated as per the attached Schedule A (MARK HEGGEN PORTION).

**Add Supporting Docs:**

**Additional Comments/Details:** This promotion was previously tabled and the Board and the supervisor did not take the item back up. I am resubmitting after the Board discarded the previous resolution request.

**Agree to Terms:** Agree

**RESOLUTION  
#22**

Resolution No. \_\_\_\_\_ of 2024, a resolution appointing Darlene Sharron as a part-time Confidential Court Clerk to the Honorable Robert Rybak.

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

WHEREAS, an opening exists for a Confidential Court Clerk due to the resignation of Christina Woodard on May 1, 2024, and

WHEREAS, the Justice Court wishes to hire a part-time clerk until a full-time clerk can be appointed, and

WHEREAS, both Town Justices have recommended that Darlene Sharron, Rexford, NY, be appointed as the part-time Confidential Court Clerk to the Honorable Robert Rybak in the Clifton Park Town Court; now, therefore, be it

RESOLVED, that Darlene Sharron is hereby appointed as the part-time Confidential Court Clerk to the Honorable Robert Rybak in the Clifton Park Town Court at a Grade 5, Step 1, \$26.69/hour, to begin work on May 8, 2024, from A-1110-E1110 (General Fund – Justice Court – Part-time Court Clerk).

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Tuesday, April 23, 2024 10:35 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 Employee Resolution Request #765

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

**Department:** Justice Court

**Your Name:** Robert A. Rybak

**Your Email:** [rrybak@nycourts.gov](mailto:rrybak@nycourts.gov)

**Sponsor:** Supervisor Barrett and Councilmember Manir

**Agenda Session Date:** 05/06/2024 ✓

**Board Meeting Date:** ~~06/04/2024~~ 5/6/2024, per Judge Rybak

**Alternate Date:** ~~06/04/2024~~

**Budget Number:** A-1110-E6049

**Budget Description:** Part time court clerk

**Amount:** \$24.88 per hour; 15 hours per week

**Brief Description:** Hiring a part-time clerk until we are able to fill the position with a full-time clerk.

**Add Supporting Docs:**

**Additional Comments/Details:** Clerk to the Town Justice

**Agree to Terms:** Agree

[unsubscribe](#)