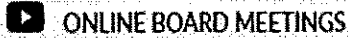


TOWN OF CLIFTON PARK TOWN BOARD MEETING

July 15, 2024

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



- I. **Call to Order/7:00 P. M. – Wood Room, Town Hall**
- II. **Pledge to Flag**
- III. **Roll Call**
- IV. **Approval of Town Board Minutes**
- V. **Communications/Announcements**
- VI. **Business**
 - **Resolutions for Consideration**
 - **Other Business**
- VII. **Open Public Privilege**

NOTE:

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

- VIII. **Adjournment**

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

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Buildings & Grounds	Authorize the purchase of lawn mowing equipment from Grassland Equipment	P. Barrett
2. Buildings & Grounds	Authorize Otis Elevator to replace the hydraulic plunger packing in the Town Hall elevator	P. Barrett
3. Highway	Authorize hiring of Tyler Clifford as Motor Equipment Operator (MEO)	D. Bull
4. Highway	Award contract to Peter Luizzi Contracting Co. for the construction of a culvert on Forest Drive	D. Bull
5. Town Board	Recognition of Cassidy Jones for his decades-long commitment to his profession and volunteer service to our community and the Capital Region	P. Barrett

RESOLUTION

#1

1

Resolution No. _____ of 2024, a resolution authorizing the purchase of lawn mowing equipment for the Buildings and Grounds Department.

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

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

WHEREAS Grassland Equipment & Irrigation Corporation, Troy Schenectady Road, Latham, NY, as an authorized Toro Dealer, has a Toro Z-Master, #74000, per the attached quote, at a total cost not to exceed \$9,726.50, for purchase under New York State Contract #PC69682, and

WHEREAS, Mr. Clemens has recommended the equipment be purchased from Grassland Equipment & Irrigation pursuant to the New York State Contract identified above; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the Director of Buildings, Parks and Recreation to purchase the lawn mowing equipment from Grassland Equipment & Irrigation Corp., in a total amount not to exceed \$9,726.50, from A-7190-200.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, June 26, 2024 8:32 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 #844

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

Department: Buildings & Grounds
Your Name: Daniel Clemens
Your Email: dclemens@cliftonpark.org
Sponsor: P. Barrett
Agenda Session Date: 07/01/2024 ✓
Board Meeting Date: 07/15/2024 ✓
Alternate Date: 08/05/2024
Budget Number: A-7190-200
Budget Description: General Fund - Barney Road Golf Course - Equipment
Amount: 9,726.50
Brief Description: Purchase (1) Toro Z-Master Zero-turn mower, model # 7400, 48-inch deck from Grassland Equipment for use at the Barney Road Golf Course.
Add Supporting Docs:
[487e9511ac497bb1 Z-turn mower - 48-inch - quote 6.26.24.pdf](#)

Additional Comments/Details: State Contract: PC69682
Agree to Terms: Agree

[unsubscribe](#)



4536 Morgan Place
Liverpool, New York
Phone: 1-315-457-0181
Parts Fax: 1-800-950-4342
Office Fax: 1-315-457-0312

892-898 Troy Schenectady Rd
Latham, New York
Phone: 1-518-785-5841
Parts Fax: 1-800-950-4342
Office Fax: 1-518-785-5740

New York State Contract

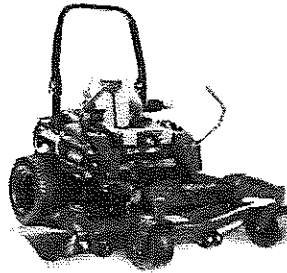
QMS Quote #	
Date:	19-Jun-24
Inquiry Date:	
Prices Subject to Change	Quote Expires in 30 Days
Estimated Delivery:	Varies by Product
Terms:	
Shipped Via:	Truck
Height of Cut:	
Purchase Order #	
Ship to Zip Code	

To: Customer Name: Barney Road Golf Course
Address:
City State Zip Clifton Park, NY
Attn: Mike Barber
Phone: 518-265-0630
Email Contact: mbarber@cliftonpark.org

In Response to your inquiry, we submit the following Quotation;
Purchase Orders should list the Vendor as Grassland Equipment & Irrigation Corp.

Salesman	Brett Belden
Cell Phone	518-857-9870
Email	bbelden@grasslandcorp.com
Group 40625 Heavy Equipment. Award PGB-22792, NYS Contract: PC69682 Now to April 30, 2025	

Qty	Model Number	Description	2024 Sugg. Retail Price	Contract Price	Extension
1	74000	Z Master Zero-Turn Riders - 4000	\$12,999.00	\$9,489.27	\$9,489.27



1	101-SETUP	Commercial Set Up	\$ 237.23	\$ 237.23	\$237.23
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NOTES		TOTALS	
Delivery Contact Name		Equipment Total @ MSRP	\$12,999.00
Delivery Contact Phone Number		Discount	(\$3,509.73)
Due to the global supply chain, manufacturing lead times may be substantially longer than normal, exceeding 90 Days. Grassland will strive to deliver products in a timely manner, but cannot guarantee lead times. Product pricing for this quote is based off of current manufactures list pricing, which may change prior to delivery. Grassland agrees to maintain the quoted price if a signed quote and or a purchase order is returned within 30 days.		Total Equipment	\$9,489.27
		Toro Protection Plus	\$ -
		Trade Ins	\$ -
		Set Up	\$ 237.23
		Total	\$9,726.50
Customer Acceptance	Date:		\$9,726.50

RESOLUTION

#2

Resolution No. _____ of 2024, a resolution authorizing Otis Elevator to replace the hydraulic plunger packing in the Town Hall elevator.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks and Recreation, recommends that the hydraulic plunger packing in the Town Hall elevator be replaced as the elevator is slow and not always operating smoothly, and

WHEREAS, Mr. Clemens recommends that the quote from Otis Elevator, the Town's elevator repair and service company, be accepted in an amount not to exceed \$7,752; now, therefore, be it

RESOLVED, that the Director of Buildings, Parks and Recreation is hereby authorized to accept the quote from Otis Elevator to replace the hydraulic plunger packing in the Town Hall elevator, at a cost not to exceed \$7,752, to be paid from A-1620-0200 (General Fund – Town Hall Operations – Equipment).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, June 26, 2024 8:41 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 #845

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

Department: Buildings & Grounds

Your Name: Daniel Clemens

Your Email: dclemens@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 07/01/2024 ✓

Board Meeting Date: 07/15/2024 ✓

Alternate Date: 08/05/2024

Budget Number: A-1620-024

Budget Description: General Fund - Town Hall Operations - REP & MTNCE BLDG

Amount: 7,752.00

Brief Description: Authorize Otis Elevator Service to replace the hydraulic plunger packing on the town hall elevator.

Add Supporting Docs:

[a6bec03fec92fa92 Otis Elevator repair quote 6.25.24.pdf](#)

Additional Comments/Details: Otis is our elevator repair/service company, car is creeping and a bit rough when going to the second floor.

Agree to Terms: Agree

[unsubscribe](#)

Otis Service and Repair Order

6/21/2024

CUSTOMER NAME

CLIFTON PARK TOWN HALL
ONE TOWN HALL PLAZA
CLIFTON PARK, NY 12065

OTIS ELEVATOR COMPANY

20 LOUDONVILLE ROAD
ALBANY, NY 12204

OTIS CONTACT

Alesia Bousa
Phone: (315) 414-9916
Email: alesia.bousa@otis.com

PROJECT LOCATION

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

PROPOSAL NUMBER

QTE-001939592

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
B01009	ONLY

SCOPE OF WORK

PACKING REPLACEMENT

The hydraulic plunger packing will be removed, the stuffing box cleaned and new packing of the proper type installed to reduce unnecessary creepage of the car away from the landing.

Any oil that must be disposed is the responsibility of the customer. Should the referenced unit listed above have a telescopic jack configuration, inverted or standard, extra costs for packing replacement will apply and may not be included in the price listed below.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

Your account representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above. The price quoted below does not include sales tax and is valid for 30 days from the date specified above. The work will be scheduled based on the availability of material and manpower to complete the job efficiently.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included. If additional labor and material are needed, a supplemental proposal will be sent.

OTIS SERVICE AND REPAIR ORDER

PRICE

\$7,751.17

Seven thousand seven hundred fifty-one and 17/100 dollars

This price is based on a **one hundred percent (100%) downpayment** in the amount of \$7,751.17.

PAYMENT TERMS:

- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding adjustment shall be applied to the base contract amount.

Downpayment Percent	Price Adjustment Percentage	Authorization (Initial)
25%	+ 10%	
75%	+ 5%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Accepted in Duplicate

CLIFTON PARK TOWN HALL

Otis Elevator Company

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Tom Salzberg

Title: _____

Title: Director & GM, Upstate New York

Email: _____

Email: _____

Company Name: CLIFTON PARK TOWN HALL

Principal, Owner or Authorized Representative of Principal or Owner

Agent _____
(Name of Principal or Owner)

OTIS SERVICE AND REPAIR ORDER

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
8. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from

- the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
11. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Otis harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Otis' sole negligence. In the event that Otis is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Otis' sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Otis a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least \$2,000,000 for personal injury or death, and \$2,000,000 for property damage, naming Otis as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Otis. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Otis. You shall provide Otis with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
 12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
 13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
 14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
 15. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
 16. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

RESOLUTION

#3

Resolution No. _____ of 2024, a resolution authorizing the Superintendent of Highways to promote Tyler Clifford to Motor Equipment Operator (MEO).

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

WHEREAS, a vacancy exists within the Highway Department for a MEO, and

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

<u>Name</u>	<u>License Type</u>	<u>Address</u>
Tyler Clifford	Class B	Halfmoon, NY

and,

WHEREAS, Mr. Clifford attended Commercial Driver Training and earned his Class B Commercial Driver's License, fulfilling the qualifications to become a MEO; now, therefore, be it

RESOLVED, that the Town Board authorizes the promotion of Tyler Clifford from Laborer to Motor Equipment Operator within the Highway Department, at Grade 5, Step 1, at a yearly salary of \$56,571, (\$26.99/hr.), to be paid as outlined in the attached Schedule A, effective at a start date no earlier than July 16, 2024.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, June 28, 2024 12:10 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 #847

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

Sponsor: D. Bull

Agenda Session Date: 07/01/2024 ✓

Board Meeting Date: 07/15/2024 ✓

Alternate Date: 08/05/2024

Budget Number: DA-5110-030, DA-5112-015

Budget Description: DA-5110-E1500 (Highway General Repairs-MEO), and budget line DA-5142-E1500 (Highway-Snow Removal-MEO)

Amount: \$53,155/year, at a rate of \$25.36/hr.

Brief Description: Resolution No. of 2024, a resolution authorizing the Superintendent of Highways to hire Tyler Clifford as a Motor Equipment Operator in the Highway Department.

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

WHEREAS, a vacancy exists within the Highway Department for Motor Equipment Operator, and

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

Name License Type Address

Tyler Clifford Class B 214 Grenadier Court, Halfmoon

and,

WHEREAS, Mr. Clifford attended Commercial Driver Training and earned his Class B Commercial driver's license, fulfilling the qualifications to become a Motor Equipment Operator within the Highway Department, now, therefore be it,

RESOLVED, that the Town Board authorizes the hiring of Tyler Clifford as a Motor Equipment Operator, at Grade 4, Step 3, at a Salary of \$53,155/year, at a rate of \$25.36/hr., effective at a start date no earlier than Tuesday, July 16, 2024, and be it further,

RESOLVED, that Mr. Clifford be paid at the above-mentioned rate from budget line DA-5110-E1500 (Highway General Repairs-MEO), and budget line DA-5142-E1500 (Highway-Snow Removal-MEO), for the remainder of the calendar year, and be it further,

RESOLVED, that the Comptroller is authorized to transfer funds from DA-05110-E00 (Highway General Repairs-Peter Guynup) of \$ to DA-5110-Exxxx (Highway General Repairs-Employee) and \$ to DA-05142-Exxxx (Highway-Snow Removal-Employee).

Add Supporting Docs:

Additional Comments/Details: None at this time

Agree to Terms: Agree

[unsubscribe](#)

SCHEDULE A

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							
Tyler Clifford effective 7/16/2024	5		1	26.99	24.20	40.00	\$ 26,126.32
Current Position							
Tyler Cliffo Krul	4		3	25.36	24.20	40.00	\$ 24,548.48
							\$ 1,577.84
					Rounded to:		<u>\$ 1,580.00</u>
Transfer funds from:							
Highway Fund - Snow Removal - MEO					DA-05142-E1500		\$ 483.00
Highway Fund - General Construction - MEO					DA-05110-E1500		<u>\$ 1,097.00</u>
Transfer to:							
Highway Fund - Snow Removal - T Clifford					DA-05142-E0448		\$ 483.00
Highway Fund - General Construction - T Clifford					DA-05110-E0448		<u>\$ 1,097.00</u>

RESOLUTION

#4

Resolution No. ____ of 2024, a resolution accepting a bid from Peter Luizzi & Bros. Contracting, Inc. to award a contract for the construction of a culvert on Forest Drive.

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

WHEREAS, by Resolutions No. 145 of 2021 and No. 252 of 2021, the Town Board authorized Superintendent of Highways, Dahn Bull, to execute agreements with Barton & Loguidice to conduct environmental and engineering studies to assess and remediate stormwater facilities in the Forest Drive area, to seek appropriate regulatory permits for same, and

WHEREAS, on October 26, 2023, the U.S. Army Corps of Engineers issued authorization for the project described under the appropriate nationwide general permit, and

WHEREAS, on October 22, 2022, the Department of Environmental Conservation issued a permit for the replacement of the culvert on Forest Drive, and

WHEREAS, on June 13, 2024 sealed bids were opened, based on bid documents and work scope prepared by Barton & Loguidice engineers, and

WHEREAS, Barton and Loguidice recommends that the Town Board award the contract for the work to Peter Luizzi & Bros. Contracting, Inc., as low bidder, now therefore be it

RESOLVED, that the contract for the culvert replacement at Forest Drive is awarded to Peter Luizzi & Bros. Contracting, Inc., 857 1st Street, Watervliet, NY, in an amount not to exceed \$251,000 for this contract, and be it further

RESOLVED, that the Comptroller is authorized to transfer up to \$251,000 from the General Fund to H44-08540-00200 (Capital Projects 2016 Drainage Projects – Drainage Repairs - Equipment) to offset costs of the project; and be it further

RESOLVED that the funds will come from A-00914 (General Fund- Unassigned Fund Balance).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, June 28, 2024 3:00 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 #848

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

Department: Highway Department

Your Name: Dahn S. Bull

Your Email: dbull@cliftonpark.org

Sponsor: D. Bull

Agenda Session Date: 07/01/2024 ✓

Board Meeting Date: 07/15/2024 ✓

Alternate Date: 07/15/2024

Budget Number: TBD by Comptroller

Budget Description: TBD by Comptroller

* **Amount:** ~~\$251,000.00~~, \$12,120.00

Brief Description: A resolution hiring Peter Luizzi Contracting Co, and Barton and Laguidice P.D.C. for the replacement of the 36" culvert under Forest Drive in Country Knolls Proper - Ballston Lake area.

Add Supporting Docs:

[c9c55969e93fe02f Memo Map and Bid Opening.pdf](#)

[4d524d42a14a6959 Peter Luizzi Bros.pdf](#)

[44786738093e2d94 Forest Drive Culvert replacement Award Recommendation ID 3151318.pdf](#)

Additional Comments/Details: Not at this time. Plans for project available upon request.

Agree to Terms: Agree

[unsubscribe](#)

Resolution No. 145 of 2021, a resolution approving an agreement with Barton & Loguidice for engineering services required to remedy a collapsing culvert on Forest Drive.

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

WHEREAS, the Highways Superintendent Dahn Bull, has identified a culvert under a portion of Forest Drive that is collapsing, and

WHEREAS, Mr. Bull has recommended that Barton & Loguidice be hired, at a cost not to exceed \$3,625, to provide engineering and design services in support of developing plans and specifications for the repair to the culvert, as well as advertising and review of responses to a request for bids; now, therefore, be it

RESOLVED, the Highways Superintendent is authorized to execute the attached agreement for engineering and design services associated with the Forest Drive culvert replacement, to be paid no more than \$3,625 from A-08540-00135 (General Fund – Drainage Repairs - Engineering).

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

June 14, 2021

Teresa Brobston, Town Clerk

Resolution No. 252 of 2021, a resolution approving an agreement with Barton & Loguidice for engineering services required to remedy a collapsing culvert on Forest Drive.

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

WHEREAS, by Resolution No. 145 of 2021, Highways Superintendent Dahn Bull was authorized to execute an agreement for engineering scoping services with Barton & Loguidice for a collapsing culvert under a portion of Forest Drive, and

WHEREAS, scoping services have been completed, and

WHEREAS, Mr. Bull has recommended that Barton & Loguidice be hired, at a cost not to exceed \$39,610, to provide engineering and design services to develop plans and specifications for the repair to the culvert, as well as advertising and review of responses to a request for bids; now, therefore, be it

RESOLVED, the Highways Superintendent is authorized to execute the attached agreement for engineering and design services associated with the Forest Drive culvert replacement, to be paid no more than \$39,610 from A-08540-00135 (General Fund — Drainage Repairs - Engineering).

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

November 1, 2021

Teresa Brobston, Town Clerk



DAHN S. BULL

SUPERINTENDENT OF HIGHWAYS

MEMO

TO: The Town Board
CC: Ellen Martin, Deputy Superintendent, Paul Pelagalli, Town Attorney, Mark Heggen, Town Comptroller
FROM: Dahn S. Bull, Highway Superintendent
Date: June 28, 2024
RE: Forest Drive Culvert Replacement

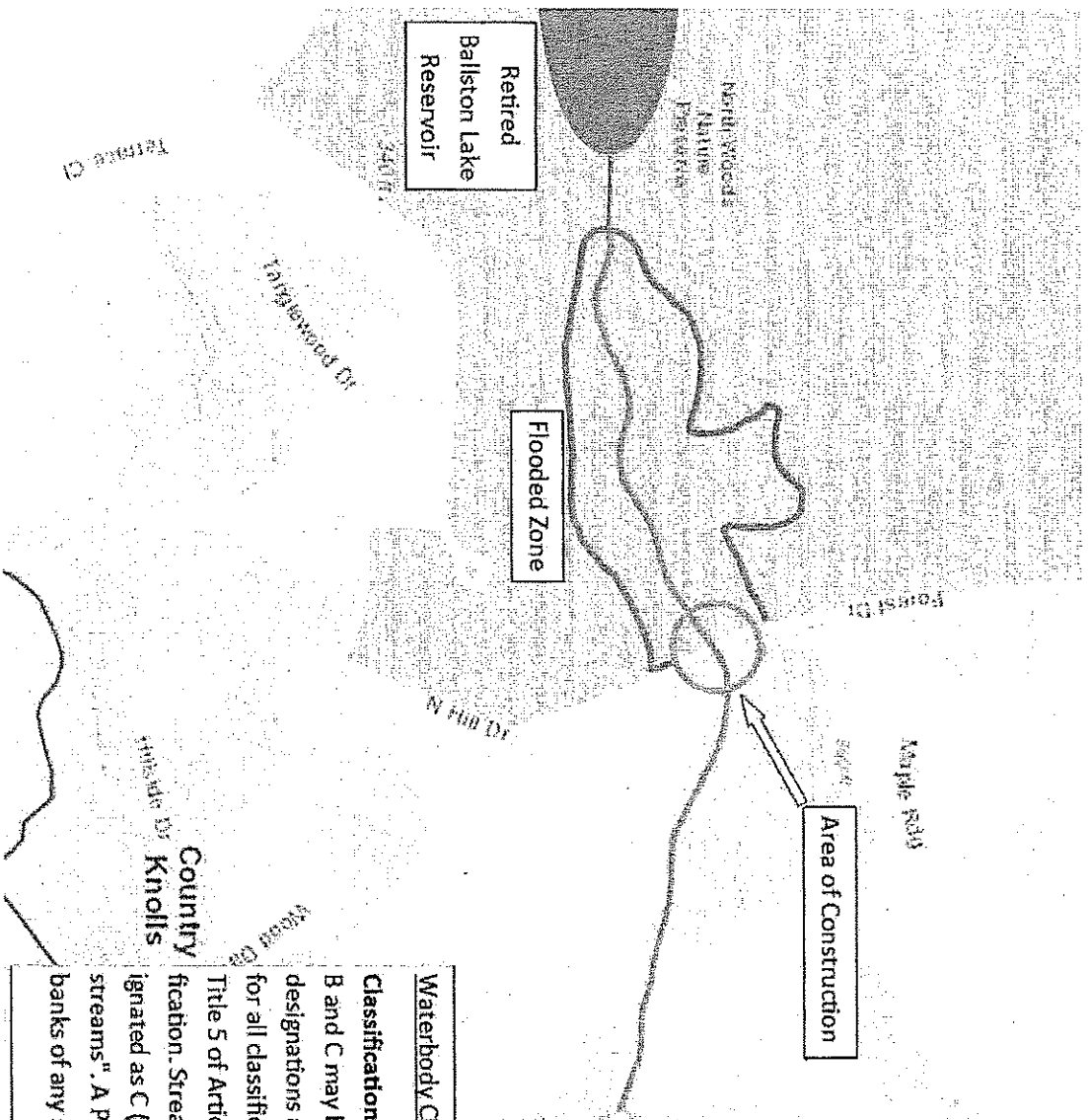
Beginning in the Summer of 2021, we started to have a failing culvert under Forest Drive. We made corrections and replacements to the best of our ability working within the restraints set out by the Department of Environmental Conservation (DEC) and The Army Corps of Engineers (USACE). Unfortunately, since the failure occurred on a protected stream (see attached map); we were unable to continue with our efforts to replace the culvert without approval from DEC and USACE. This has led to the back up of water west of Forest Drive. While the culvert does allow some water through, it is no longer functioning to maintain the protected stream flowing under the road.

Since then, we have been working with Barton and Laguidice P.D.C. for engineering and consulting services for this project. Barton and Laguidice P.D.C. has been incredibly successful in securing approved permits from DEC and USACE such as our former trouble spots of Nadler and Plank Roads. After much back and forth for several years, DEC and USACE approved a plan to move forward with the culvert replacement. Upon approval of the permits, we went out to bid for a private contractor to perform the work. Due to the sheer size and scope of the project, our equipment would not allow for us to perform the work.

We first went out to bid in winter of 2023. That effort received zero bids. Next, we went out in the Summer of 2023. Unfortunately, that process was corrupted after the lowest bidder informed Barton and Laguidice and the Highway Department that their bid was incorrect. At this point the applications for construction had to be redone, to allow for a new bidder, and by then the window for construction within a protected trout stream had closed.

After the opening of closed bids on June 13, 2024, the Highway Department received a wide variety of bids for the replacement of a large culvert under Forest Drive. After a meeting with Peter Luizzi and Bros, Contracting, Barton and Laguidice suggested that we go with the lowest bid provided by Luizzi.

I am asking the board to support the lowest bidder for this project, Peter Luizzi and Bros, Contracting, for a total of \$251,000.00. In addition, I am requesting an amendment to our current agreement with Barton and Laguidice P.D.C.; the current retainer with the firm is running low. The reason for the overages was the extended and continuous back and forth, changing plans with DEC and USACE. The amendment would be \$12,120.00.



Waterbody Classifications for Rivers/Streams (1 of 2)

Regulation: 941-65
 Standard: C(T)
 Classification: C

Zoom to

Waterbody Classifications Explanation:

Classification C indicates a best usage for fishing, and waters with classifications AA, A, B and C may be designated as trout waters (T) or suitable for trout spawning (TS). These designations are important in regards to the standards of quality and purity established for all classifications. Under New York State's Environmental Conservation Law (ECL), Title 5 of Article 15, certain waters of the state are protected on the basis of their classification. Streams and small water bodies located in the course of a stream that are designated as C (T) or higher (i.e., C (TS), B, or A) are collectively referred to as "protected streams". A Protection of Waters Permit is required to physically disturb the bed or banks of any stream with a classification standard of C (T) or higher.

FOREST DRIVE CULVERT REPLACEMENT BID
6-13-2024 @ 3PM

COMPANY NAME	TOTAL BID AMOUNT
PETER LUIZZI & BROS. CONTRACTING, INC.	\$251,000 ✱
GALLO CONSTRUCTION CORP.	\$397,200
CARVER CONSTRUCTION, INC.	\$491,145
WOLFE EXCAVATION, LLC	\$349,144
W.M. J KELLER & SONS CONSTRUCTION CORP.	\$675,724

SECTION 00370

BID

FOREST DRIVE CULVERT REPLACEMENT

TO THE TOWN OF CLIFTON PARK:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to, the construction and completion of the Forest Drive Culvert Replacements required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

FOREST DRIVE CULVERT REPLACEMENTS (CONTRACT 1) BID:

Forest Drive Culvert Replacement

*TWO HUNDRED FIFTY ONE
THOUSAND DOLLARS* _____
(Price Written in Words)

251,000 . 00 _____
Dollars Cents
(Price Written in Figures)

SECTION 00370

BID

FOREST DRIVE CULVERT REPLACEMENT

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

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

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

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

NONE

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

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

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

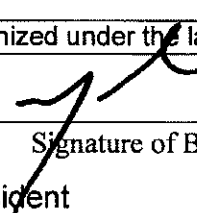
SECTION 00370

BID

FOREST DRIVE CULVERT REPLACEMENT

Dated June 13, 2024 ** _____

"Peter Luizzi & Bros Contracting Inc. a corporation organized under the law of New York."



Signature of Bidder

Print Name of Signer of Bid Michael W. Alix - President

Address 857 1st Street Watervliet NY 12189

- * Cross out designations not applicable.
- ** Insert bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

SECTION 00480

NON-COLLUSIVE BIDDING CERTIFICATION

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly, disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a) 1., 2., and 3., above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) 1., 2., and 3., above have not been complied with the bid shall not be considered for award nor shall any award to be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee determines that such disclosure was not made for the purpose of restricting competition.
- (c) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.
- (d) Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

FIRM: Peter Luizzi & Bros Contracting Inc

By: _____

Title: Michael W/Alix- President

(CORPORATE SEAL IF ANY)

END OF SECTION

2.23

00480-1

1646.010

SECTION 00481

STATEMENT OF SURETY'S INTENT

To: Town of Clifton Park

We have reviewed the Bid of Peter Luizzi & Brothers Contracting, Inc.

(Contractor)

of 857 1st Street, Watervliet, New York 12189

(Address)

for Forest Drive Culvert Replacement, Contract 1

(Project)

Bids for which will be received on June 13, 2024

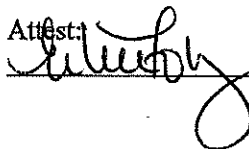
(Bid Opening Date)

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


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

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

Attest:



Merchants Bonding Company (Mutual)



Surety's Authorized Signature(s)

Renee A. Manny, Attorney-in-Fact

Attach Power of Attorney

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

END OF SECTION

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Arnold E Finaldi Jr; Casey W LaChapelle; David W Cooper; Derek P Hannon; Diane M Peligian; Jennifer Susan Vanat; John C Tickner; John F Murray Jr; Kevin J Garrity; Maddalena Bucciero; Mark C Nickel; Renee A Manny; Tanya Volk; Thomas R Tyrrell; Vikki L LaVean

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

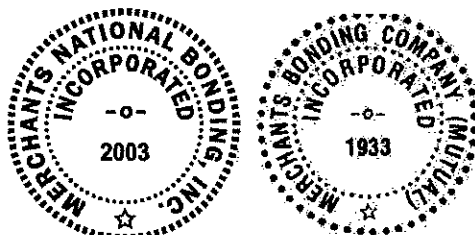
"The President, Secretary, Treasurer, or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

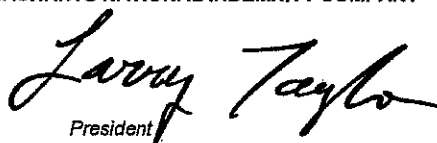
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.

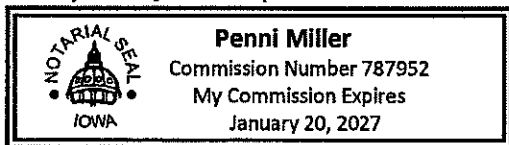


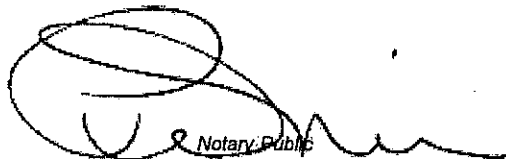
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

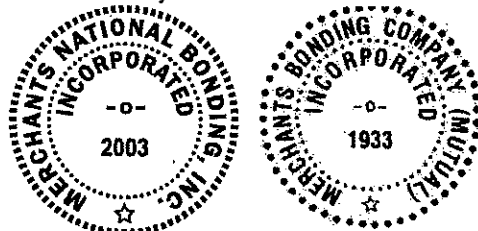



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of June, 2024.




Secretary

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

Bond No. PETE6-10-24-1

CONTRACTOR:

(Name, legal status and address)

Peter Luizzi & Brothers Contracting, Inc.
857 1st Street
Watervliet, NY 12189

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306-3498
Mailing Address for Notices

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

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

OWNER:

(Name, legal status and address)

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

BOND AMOUNT:

5%

Five Percent of Amount Bid

PROJECT:

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

Forest Drive Culvert Replacement, Contract 1

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

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

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

Signed and sealed this 10th day of June, 2024.

Peter Luizzi & Brothers Contracting, Inc.

(Principal)

(Seal)

(If fitness)

By:

(Title)


Michael W. Alix - President

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

(If fitness)

By:

(Title)


Renee A. Manny Attorney-in-Fact

Acknowledgment by Corporation

STATE OF New York
COUNTY OF Albany

On this 13th day of June, 2024, before me personally appeared Michael W. Alix, to me known, who being by me duly sworn, did acknowledge and say that (s)he is the President of Peter Luizzi & Brothers Contracting, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.

[Signature]

, Notary Public

State of _____
County of _____
My Commission Expires: _____

LORI E. KNAPP
Notary Public, State of New York
No. 01KN6425333
Qualified in Rensselaer County
Commission Expires Nov. 15, 2025

Acknowledgment by Surety

STATE OF New York
COUNTY OF Albany

On this 10th day of June, 2024, before me personally appeared Renee A. Manny, to me known, who being by me duly sworn, did acknowledge and say that she is the Attorney-in-Fact of Merchants Bonding Company (Mutual), the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.

[Signature]

, Notary Public

State of _____
County of _____
My Commission Expires: _____

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2025

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Arnold E Finaldi Jr; Casey W LaChapelle; David W Cooper; Derek P Hannon; Diane M Peligian; Jennifer Susan Vanat; John C Tickner; John F Murray Jr; Kevin J Garrity; Maddalena Bucciero; Mark C Nickel; Renee A Manny; Tanya Volk; Thomas R Tyrrell; Vikki L LaVean

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."


In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.

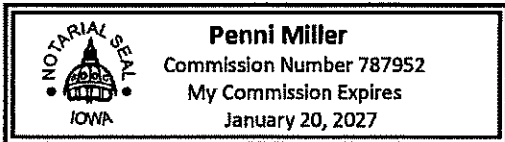


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

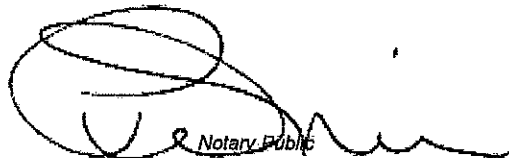
By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)


Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of June, 2024.




Secretary



MERCHANTS BONDING COMPANY (MUTUAL)

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	<u>Dec. 31, 2023</u>
Admitted Assets	
Bonds	\$ 266,658,576
Stocks	79,137,586
Real Estate	11,336,981
Cash and Short-Term Investments	33,996,939
Other Invested Assets	<u>1,747,460</u>
Subtotal, Cash and Invested Assets	392,877,542
Premiums in the Course of Collection	26,275,962
Amounts Recoverable from Reinsurers	4,169,563
Other Assets	26,965,581
Total Admitted Assets	<u>\$ 450,288,648</u>
Liabilities & Surplus	
Losses and Loss Adjustment Expense Reserves	\$ 39,798,114
Unearned Premiums	90,085,669
Ceded Reinsurance Premiums Payable	9,084,115
Other Liabilities	<u>40,376,952</u>
Total Liabilities	179,344,850
Unassigned Funds (Surplus)	<u>270,943,798</u>
Total Surplus	270,943,798
Total Liabilities and Policyholders' Surplus	<u>\$ 450,288,648</u>

I, Elisabeth Sandersfeld, Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2023, to the best of my knowledge and belief.

Elisabeth Sandersfeld, CFO & Treasurer

3/22/2024

Date

street
6700 Westown Parkway
West Des Moines, IA 50266-7754

mailing
P.O. Box 14498
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toll free 800.678.8171
local 515.243.8171
fax 515.243.3854

email info@merchantsbonding.com
website merchantsbonding.com

SECTION 00499

BID SECURITY

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

END OF SECTION

1.23

00499-1

1646.010

**CORPORATE RESOLUTION
OF THE
BOARD OF DIRECTORS
OF
PETER LUIZZI & BROS. CONTRACTING, INC.**
With consent of a majority of shareholders

A special meeting of the Board of Directors of Peter Luizzi & Bros. Contracting, Inc. was held on 4-16-, 2024, at 2:30 p.m. at the Caponera Law Firm, P.C., 5 Palisades Drive, Albany, New York 12205.

Peter Luizzi, Board of Director, and President of the Corporation, acted as Chairman of the meeting.

Peter Luizzi has offered his resignation as President of the Corporation, and Michael Alix made a motion to accept the resignation of Peter Luizzi as President of the Corporation, as well as removal of any authority he may have to enter into and bind the Corporation in contractual relationships.

WHEREAS, the resignation was duly seconded and accepted, and

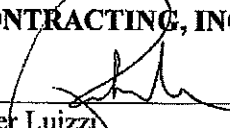
WHEREAS, the Board of Directors has unanimously voted in support of the passage of this resolution as articulated above, and

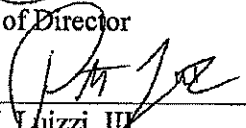
WHEREAS, the Board of Directors has unanimously voted in support of naming Michael Alix President of the Corporation, and Peter J. Luizzi III as Vice President of the Corporation.

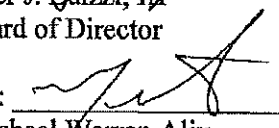
NOW, THEREFORE, it is hereby RESOLVED, that Peter Luizzi is removed as President effective immediately, and Michael Alix shall be appointed as President of the Corporation, and Peter J. Luizzi III shall be appointed Vice President of the Corporation.

Dated: 4-16-, 2024

**PETER LUIZZI & BROS.
CONTRACTING, INC.**

By: 
Peter Luizzi
President
Board of Director

By: 
Peter J. Luizzi, III
Board of Director

By: 
Michael Warren Alix
Board of Director

Barton & Loguidice

June 21, 2024

Mr. Dahn Bull
Highway Superintendent
Town of Clifton Park
1 Town Hall Plaza
Clifton Park, NY 12065

Re: Forest Drive Culvert Replacement
Town of Clifton Park, Saratoga County, New York

Subj: Bid Results and Award Recommendation

File: 1646.010.001

Dear Mr. Bull,

This letter provides the Town with our bid analysis and recommendation for award for the above referenced project. The following **RECORD OF BIDS** has been tabulated for the Forest Drive Culvert Replacement Project. The bids received were announced at the public bid opening on June 13, 2024. The tabulated bid values received from the Contractors is attached; the following is a summary:

Forest Drive Culvert Replacement

<u>Contractor</u>	<u>Base Bid</u>
Peter Luizzi & Bros. Contracting, Inc	\$ 251,000.00
Wolfe Excavation, LLC	\$ 349,144.00
Gallo Construction Corp.	\$ 397,200.00
Carver Construction, Inc.	\$ 491,145.00
W.M. J Keller & Sons Construction Corp.	\$ 675,724.00

The above bids are lump sum totals, therefore there is no risk of overruns or underruns during construction causing an unbalanced bid.

Low Bidder Responsibility

We have completed inquiries with the following agencies regarding Peter Luizzi & Bros. Contracting, Inc and found no abnormalities:

- General Services Administration
- NYS Department of State
- NYS Department of Labor
- Occupational Safety and Health Administration



Permits and Construction Inspection

Two Regulatory agencies have issued the following permits associated with this construction project: NYSDEC General Permit for Construction, and USACOE Nationwide Permit #3.

Part-time construction inspection services will be completed by Barton & Loguidice, D.P.C.

Recommendation

We have checked their references, and we find nothing that would suggest that Peter Luizzi & Bros. Contracting, Inc. is incapable of satisfactorily completing this project. Peter Luizzi & Bros. Contracting, Inc. meets bidder responsibility criteria outlined in Section 14.4.1 of the *Local Projects Manual* and we recommend awarding the construction of the project outlined in the Base Bid to Peter Luizzi & Bros. Contracting, Inc.

Attachments:

1. Documentation of Low Bidder Responsibility
 - a. General Services Administration
 - b. NYS Department of State
 - c. NYS Department of Labor
 - d. Occupational Safety and Health Administration

Please call should you have any questions regarding this.

Sincerely,
BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink that reads "Daniel J. Gosselin". The signature is written in a cursive, flowing style.

Daniel J. Gosselin, P.E.
Construction Manager

RESOLUTION

#5

Resolution No. _____ of 2024, a resolution to posthumously honor the many important contributions that Cassidy Jones made to the Town of Clifton Park.

WHEREAS, Cassidy Jones arrived in Clifton Park from Waterbury, Connecticut at a very young age and became a life-long resident, graduating from Shenendehowa Highschool in 1990 as a Triple Varsity athlete before receiving a congressional nomination to attend college at the United States Military Academy at West Point, NY; and

WHEREAS, leaving his mark on Shen athletics, Cassidy was a member of the soccer, basketball, and baseball teams, but it was his triumph in soccer in 1988 that earned him the recognition of being dubbed “Mr. November” when he scored five of the ten goals during the post season playoffs in order to qualify for the State Championship game, ultimately winning the title with his team; and

WHEREAS, Cassidy’s natural ability as a leader earned him several captainships at Shen, setting the stage for what would become a life’s work that focused on sportsmanship, teamwork, and giving back to his community as a coach; and

WHEREAS, over a ten-year span, Cassidy tirelessly served his local soccer community; organizing dozens of sporting events for his athletes and their families, personally maintaining the facilities and equipment of the Clifton Common Sports Complex and hosting thousands of athletes annually through innumerable soccer camps and competitions; and

WHEREAS, Cassidy impacted both the Shenendehowa and Clifton Park community through the positions he held as Youth Development Program Director of the Clifton Park Soccer Club, an affiliate Coach with the Coerver Coaching and Camp program, Men’s Soccer Assistant Coach at RPI, and lastly, Head Coach for the JV Boys Soccer team at Shen; and

WHEREAS, as a role model in Clifton Park, Coach Cassidy was profoundly respected by all who knew him and was a renowned leader and mentor whose passion was about more than the game, encouraging inclusivity, fairness, and building friendships; and

WHEREAS, Cassidy Jones passed away on January 21, 2022, leaving behind a legacy of inspiring young athletes across the Capital Region to find balance in the joy and fulfillment of sports with the commitment and hard work required to be successful. His greatest accomplishment above all else remains being a loving and proud husband and father; now, therefore, be it

RESOLVED, that on behalf of the people of Clifton Park, the Town Board awards the Key to the Town to Cassidy Jones in recognition for his decades-long commitment to his profession and countless hours of volunteer service to our community and the Capital Region.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, July 12, 2024 11:37 AM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller
Subject: New Resolution Request #861

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

Department: Supervisor's Office

Your Name: Jean Spiegel

Your Email: jspiegel@cliftonpark.org

Sponsor: Phil Barrett

Agenda Session Date: 07/15/2024 ✓

Board Meeting Date: 07/15/2024 ✓

Alternate Date: 07/15/2024

Budget Number: na

Budget Description: na

Amount: 0

Brief Description: Honoring Cassidy Jones posthumously with a Key to the Town proclamation/resolution for his service to our Community.

An Alumni game at Shenendehowa in his honor will take place Friday July 19th where a presentation will be made to his family.

Add Supporting Docs:

Additional Comments/Details: Proclamation sent separately to Cindy and Board.

Agree to Terms: Agree

[unsubscribe](#)