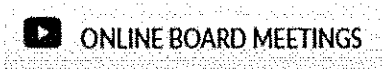


TOWN OF CLIFTON PARK TOWN BOARD MEETING

August 19, 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**
 - **7:02pm: Public Hearing to amend Town Code Chapter 189 related to permitting and fees for transient retail merchants**
 - **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
August 19, 2024

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Town Board	Approve Local Law No. ___ of 2024, amending Town Code Chapter 189 related to licensing and inspection of Transient Retail Merchants	P. Barrett
2. Town Board	Authorize Eminent Domain Procedures Law for Hubbs Road Sidewalk Project	P. Barrett
3. Assessor	Authorize a 48-month lease agreement for a Ricoh Model IMC 4510 Digital Copier/Scanner for the Assessor's Office	P. Barrett
4. Assessor	Authorize the Assessor and Valuation Assistant to attend the New York State Assessors Association Conference September 23-26, 2024 in Fairport, NY	P. Barrett
5. Buildings & Grounds	Authorize installation of playground equipment at the Locust Lane Playground	P. Barrett
6. Buildings & Grounds	Authorize Postler & Jaeckle Corp. to install replacements of the dual compressors for the Town Hall Air Conditioning system	P. Barrett
7. Buildings & Grounds	Authorize purchase of stockade fence panels and fence posts from Bruce Fence Co, for additional fencing at Clifton Common behind 46 Damask Drive	P. Barrett
8. Buildings & Grounds	Authorize the purchase of a 2017 Chevrolet 4X4 pickup from Upstate Auto	P. Barrett
9. Planning	Authorize installation of No Parking Anytime signs along a portion of Westchester Drive	P. Barrett
10. Highway	Award a contract for pavement striping along a portion of Maxwell Drive to Straight Line Industries	D. Bull

11. Safety

Authorize installment of AED and cabinet at the Veterans
Memorial Park

P. Barrett

STATE OF NEW YORK
COUNTY OF SARATOGA
TOWN OF CLIFTON PARK

NOTICE OF PUBLIC HEARING REGARDING PROPOSED AMENDMENTS TO
CHAPTER 189 OF THE TOWN CODE - TRANSIENT RETAIL MERCHANTS.

Please take notice that a public hearing will be held by the Town Board of the Town of Clifton Park on the 19th of August, 2024 at 7:02PM in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Clifton Park, NY, at which time and place public comment to the Town Board may be made with regard to Chapter 189 of the Town Code, amending the provisions for licensing and inspection of Transient Retail Merchants. Copies of the proposed law may be inspected at the Office of the Town Clerk of the Town of Clifton Park during normal business hours or online at www.cliftonpark.org.

Teresa Brobston
Clifton Park Town Clerk

189-2. Definitions

Mobile Food Preparation Vehicles

Vehicles which contain equipment for the cooking, preparation, storage, and serving of food to the public and which sell food products from the vehicle to the public.

189-4 Licensed required;fee.

A. No person shall engage in business as a transient merchant unless he shall first have obtained a license to do so from the Town Clerk no later than [two] four days before the first date of business.

B. The fee for a transient merchant's license shall be at the rate of [~~\$300~~] \$25 per day or \$100 for one year, plus an additional \$10 fee if an inspection is required. Fees paid after July 1, 2024 and before the effective date of the revised fee schedule shall be prorated and the applicant will be reimbursed accordingly.

It shall be within the discretion of the Town Supervisor to waive a fee and to permit the granting an application for a prohibited location set forth in Chapter 189-10. The Supervisor may not waive a required inspection.

D. Each applicant for a transient merchant license shall be limited to one license per calendar year. [The maximum licensing period for a transient merchant license shall be seven days per calendar year.] Mobile food preparation vehicles shall comply with the applicable provisions of the 2020 Fire Code of New York State. Only two (2) mobile food preparation vehicles shall be permitted at the site, unless otherwise approved by the Town Fire Marshall, which is the subject of the application.

189-5. License application.

[B. The firm or firms represented, together with copies of documents establishing the firm's state or county, form of organization, ownership and qualifications to do business in the state and the exact relationship between the firm and the transient merchant.]

B. The applicant shall provide proof of a certificate of doing business and/or corporate registration with the New York Secretary of State.

[E. Bond or certified funds. Before any license authorized herein shall be issued, the applicant shall file with the Town Clerk proof of a bond executed by a surety company or insurance company licensed to do business in the State of New York or an irrevocable one-year letter of credit issued by a licensed banking institution in the sum of \$10,000 for the purposes of saving harmless the citizens of the Town of Clifton Park from any and all damages which may be incurred by said citizens as a result of false or fraudulent unlawful sales practices by any person licensed hereunder. In lieu of the foregoing bond or irrevocable letter of credit, cash or certified funds in the amount hereinbefore set forth shall be deposited with the Town Clerk. Such funds shall be held for a period of one year from deposit. Interest earned shall be the property of the applicant. The funds shall be used to satisfy any judgment obtained in judicial proceedings for damages incurred by citizens of the Town of Clifton Park as a result of false, fraudulent or unlawful sales practices by any person licensed hereunder.]

E. The applicant shall provide to the Town Clerk proof of liability insurance issued by an insurance company licensed to do business in the State of New York in the sum of \$100,000. The Town of Clifton Park shall be listed as a named insured. If the applicant has liability insurance to cover the owner or lessee of the site applied for, then the applicant will ensure that the Town of Clifton Park is added as a named insured on such policy, in which event, no

additional coverage will be required. The applicant shall also execute a hold harmless and indemnification agreement provided with the application by the Town Clerk.

F. Written authorization for use of site from owner or lessee to be submitted with application.

G. Plot plan or map showing location of operation on site to be submitted with application.

189-6. Exemptions.

F. Merchants offering food or non-food items by invitation at Town of Clifton Park events.

G. Merchants which provide food or non-food items or services at a residence for a one (1) day event. Such merchants shall be required to obtain a permit and, where applicable, obtain an inspection. Under such circumstances the fee for the permit shall be waived, but the \$10 inspection fee shall be required.

189-7. Compliance with Code

The Zoning [Ordinance] Code of the Town of Clifton Park shall apply to all licenses granted under this chapter. The Town reserves the right to revoke any license [which violates such ordinance] used in violation of the Town of Clifton Code.

189-10. Locations where prohibited.

No transient retail business shall be located or operated outdoors along any of the following thoroughfares or within the specified radius of the identified intersections, as these are deemed to be high-traffic areas which may present a danger to the health or safety of motorists, cyclists or pedestrians:

[Route 9 from Kinns Road south to Route 146]

Route 146 west to Vischer Ferry Road and Route 146A

Maxwell Road from Plank Road to Southside Drive

Southside Drive

[Northside Drive]

Park Avenue

Wall Street

Old Route 146

[Fire Road]

Clifton Country Road from Southside Drive to Clifton Country Road

Vischer Ferry Road from Clifton Park Center Road to Route 146

Crescent Road from Northway ramp to Moe Road (this includes Okte)

Not within 500 feet from the following intersections:

[Not within 500 feet of] Moe Road and Grooms Road

[Not within 500 feet of] Routes 146 and 146A

[Not within 500 feet of] Longkill/Main/MacElroy/Hatlee

[Not within 500 feet of] Ushers Road and Van Patten Drive

[Not within 500 feet of] Route 146 and Balltown Road

[Not within 500 feet of] Riverview and Balltown Roads

RESOLUTION

#1

1

Resolution No. _____ of 2024, a resolution adopting a local law amending Chapter 189 of the Town Code, amending the provisions for licensing and inspection of Transient Retail Merchants.

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

WHEREAS, Chapter 189 addresses the permitting, licensing and inspection of Transient Retail Merchants operating within the Town, and

WHEREAS, on August 19, 2024, the Town Board held a public hearing on a proposal to update this chapter by amending the wording of this section of the Town Code, which was last amended in 2006, to address current circumstances, and

WHEREAS, having obtained input from local merchants and due to the increased prevalence of transient retail merchants, which provide valuable services to the community and to local businesses, the Town Board recognizes the need to modify Town Code Chapter 189; now therefore be it

RESOLVED that Local Law No. _____ of 2024, a local law amending Chapter 189 of the Town Code, as attached, is hereby adopted, effective immediately.

RESOLUTION

#2

Resolution No. _____ of 2024, a resolution supporting eminent domain proceedings between the Town of Clifton Park (Town) and Richard B. Meyer.

WHEREAS, the Town, with the assistance of Greenman-Pedersen, Inc. (GPI), has undertaken considerable efforts to obtain the consent of homeowners affected by the Hubbs Road sidewalk project; and

WHEREAS, all but one homeowner, Richard B. Meyer, have consented to the acquisition of a portion of their property in order to accommodate the project; and

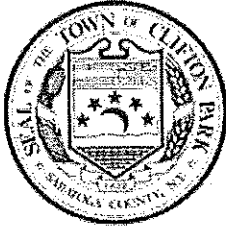
WHEREAS, the Town seeks only a temporary construction easement over a portion of Richard B. Meyer's property; and

WHEREAS, considerable efforts to negotiate with Richard B. Meyer and to appraise the acquisition of a temporary construction easement have been expended by GPI on behalf of the Town; and

WHEREAS, Richard B. Meyer's refusal to agree to the acquisition of the temporary construction easement is impeding the construction of the sidewalk, which will have a public benefit when completed; now therefore, it is

RESOLVED, that the Town Supervisor is authorized to sign a Verified Petition brought against Richard B. Meyer pursuant to the N.Y.S. Eminent Domain Procedure Law; and it is further

RESOLVED, that the Town Attorney is authorized to proceed pursuant to the N.Y.S. Eminent Domain Procedure Law with the acquisition of the temporary construction easement from Richard B. Meyer.



Town of Clifton Park

Planning Department

One Town Hall Plaza | Clifton Park, New York 12065 | (518) 371-6054 | Planning@Cliftonpark.org

MEMORANDUM

To: Clifton Park Town Board Members
From: John Scavo, Director of Planning & Zoning
Date: August 16, 2024
Subject: Eminent Domain Procedure Law Request for 944 Main Street & Status To Date

Dear Members of the Clifton Park Town Board:

I am writing to update you on the efforts made to secure a temporary construction easement from Mr. Myer, the property owner of 994 Main Street, as part of the ongoing "Hubbs Road pedestrian pathway project" with grant funding assistance from NYS DEC's Climate Smart Communities Program.

To address Mr. Myer's concerns and ensure that the easement agreement is acceptable, the Town has made several key accommodations that include:

- 1. Amendment to Pathway Design:** The original design included a 10-foot paved bike path adjacent to Mr. Myer's property. In response to his concerns about the path's impact on his property, we amended the design to a 5-foot concrete sidewalk, reducing the footprint and minimizing disruption.
- 2. Fence Relocation:** The existing post and rail fence located within the current highway boundary will be carefully moved and subsequently returned to its original position after construction. This ensures that the aesthetic and functional aspects of Mr. Myer's property remain intact.
- 3. Driveway and Culvert Enhancements:** The Town has agreed to install 20 feet of new driveway and replace the existing culvert pipe. These enhancements will improve access to Mr. Myer's property and address any potential drainage issues caused by the construction.
- 4. Assurance of Access:** We have provided assurances that access will be maintained between the Myer and Tata properties throughout the construction process, ensuring that there is no disruption to Mr. Myer's daily activities or those of his neighbor.
- 5. Optional Design Modification:** The Town has offered Mr. Myer the option to further modify the design by reducing the buffer in front of his property from 5 feet to 3 feet. However, this modification would eliminate sufficient space for the drainage ditch, resulting in all roadway and sidewalk runoff flowing into Mr. Myer's front yard with no outlet. While this design is not ideal, the Town is willing to proceed with it to accommodate Mr. Myer's preferences.

- 6. In-Person Meeting with Town Staff:** An in-person meeting was scheduled for May of 2024, which Mr. Myer ultimately canceled and conveyed his wishes not to reschedule and his desire not to see the sidewalk be built. This was after meeting at an initial project kick-off meeting with Town Staff in 2022 and several informal in-person meetings with Town Staff at Town Hall.

These accommodations have been offered in good faith to balance the needs of the Town with Mr. Myer's concerns and to facilitate a mutually agreeable solution for the temporary construction easement. Without the temporary construction easement from this remaining property owner, the construction letting cannot occur, and as a result, we will lose the 2024 construction season. The current request to acquire the temporary easement utilizing the Eminent Domain Procedures Law (EDPL) should allow the project to proceed with construction tentatively scheduled for 2025. Each year, construction is pushed out, resulting in approximately a 7.5% cost increase based on the current economy.

Please do not hesitate to reach out if you need additional information or have any questions.

Best Regards,

John P. Scavo

John P. Scavo
Director of Planning & Zoning

RESOLUTION

#3

Resolution No. _____ of 2024, a resolution authorizing the Sole Assessor to enter a lease agreement with De Lage Landen Financial Services, Inc. (through Electronic Business Products), for a Digital Copying system for use by the Assessor's Office.

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

WHEREAS, Sole Assessor, Walter Smead, has requested that the new Digital Copier/Printer lease be authorized for 48 months for use by the Assessor's Department; and

WHEREAS, the proposed cost for leasing the copier has been budgeted per the attached schedule; and

WHEREAS, quotes were received with Electronic Business Products submitting the lowest quote of \$210.60 per month for forty-eight months, and

WHEREAS, the Board finds that the use of an installment purchase contract to finance the Digital Copying System is a cost-effective method of acquisition of such equipment and is consistent with General Municipal Law Section 109 (B); now, therefore be it

RESOLVED, that the Sole Assessor is authorized to enter into a lease agreement with De Lage Landen Financial Services, Inc. (through Electronic Business Products), for a Ricoh, IMC 4510 Digital Copier/Printer System, for forty-eight (48) months, at a cost not to exceed \$210.60 per month, to be paid from A-1355-003 (General Fund - Assessor - Copier).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, July 22, 2024 11:54 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 #869

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

Department: Assessor's Office
Your Name: Kelly L Miller
Your Email: kmiller@cliftonpark.org
Sponsor: Assessor
Agenda Session Date: 08/05/2024 ✓
Board Meeting Date: 08/19/2024 ✓
Alternate Date: 09/03/2024
Budget Number: A-1355-003
Budget Description: Copier
Amount: 210.60 Monthly Lease
Brief Description: Lease for a new copier for the Assessor's Office.
Add Supporting Docs:
Additional Comments/Details: Documents being emailed
Agree to Terms: Agree

[unsubscribe](#)

Terms and Conditions

A. SCOPE OF SERVICES: The charges established by this Agreement include payment for services performed by Electronic Business Products, Inc. ("EBP") during normal business hours 9:00 AM to 5:00 PM Monday through Friday, except Holidays recognized by EBP: inspection, adjustments, parts replacement, drums and cleaning material required for the proper operation as determined by EBP. Customer must separately purchase paper and staples. It is understood that the scope of services shall include only those items checked and initiated by the Customer on the face page of this Agreement. No other services shall be expected or required. Operator Error Calls, Computer Network problems, and Data Cleansing are not included in the Scope of Services. Any Software sold or licensed hereunder are provided "AS IS" with no warranty express or implied.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ELECTRONIC BUSINESS PRODUCTS

Authorized dealer
XANTÉ RICOHLANIER efi 
  

Send Email Invoicing to: _____

Full Legal Name Town of Clifton Park	Tax ID No	Phone Number (518)348-7301
Billing Address 1 TOWN HALL PLZ, CLIFTON PARK, NY 12065-3610	Purchase Order Requisition Number	
Equipment Location (if not same as above)	County SARATOGA	Send Invoice to Attention of:

Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A If Necessary)
RICOH	IMC 4510		1	PRINTER, COPIER AND SCANNER

Number of Lease Payments 48	Lease Payment 210.60 Plus Applicable	Term of Lease in Months 48	Payment Frequency End of Lease Option End of Lease Purchase Option shall be FMV unless another option is selected.	<input checked="" type="checkbox"/> Monthly <input checked="" type="checkbox"/> FMV <input type="checkbox"/> Quarterly <input type="checkbox"/> \$1 Other _____
Plus Applicable Taxes		Security Deposit (PLUS)	First Period Payment (PLUS)	Other (EQUALS)
Lease Payment <input type="checkbox"/> includes / <input type="checkbox"/> does NOT include maintenance/service/supplies [check one]		+ + = Plus Applicable Taxes		
Sales Tax Exempt <input type="checkbox"/> Please provide valid certificate.				

TERMS AND CONDITIONS

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on indemnify us on an after-tax basis against the loss or unavailability of any tax benefits anticipated at the any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the Commencement Date arising out of your acts or omissions. This indemnity will continue even after the cost of the Equipment or taxes differs from the supplier's estimate. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. Security deposits are non-interest bearing. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater. Such amount shall be payable in addition to any and all amounts or monies payable by you as a result of the exercise of any of the remedies herein provided. YOU AGREE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY LEASE TERM OR PROVISION.

2. Term: This Lease is effective on the earlier of the date we sign it or fund the Equipment supplier, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim.

3. Title: Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

4. Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. The Lease Payments set forth above do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the above "Payment Information" box. Notwithstanding anything to the contrary, however, you agree that we are not responsible for providing such Service for the Equipment and you will make all claims related to Service to the Service provider ("Provider"). No Provider may alter the terms of this Lease or make any promises or arrangements that alter our rights or your obligations under this Lease. You agree that you are expressly assuming any risks arising from such Provider's inability to deliver such Service, under any circumstance, including, without limitation, such Provider's financial condition or its inability to repair or service the Equipment. You agree that any claims related to Service will not impact your obligation to pay all Lease payments when due.

5. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

6. Risk of Loss and Insurance: You are responsible for risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain insurance against theft and physical damage, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

7. Taxes: You agree to pay when due, either directly or as a reimbursement to us, all taxes (including, without limit, sales, use, and personal property) and charges in connection with ownership, lease and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will

8. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease payment or other amount when due; b) you breach any other obligation under the Lease or any other Lease with us; or c) you, your owner(s) or any guarantor(s) are listed on a US or foreign government sanctions list or are subject to sanctions therefrom. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease payments and the Residual discounted to the date of default at 1% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) charge you a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned; and (v) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease, if the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. You are also required to pay (i) all expenses incurred by us in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing, and selling the Equipment, and (ii) reasonable attorney's fees.

9. End of Lease, Return, Purchase Option, and Renewal: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods. If the Equipment is returned to us, you shall remove all confidential information from the Equipment prior to return. If any Software license ("License") included hereunder passes title to you, such title shall automatically vest and remain in us. If such vesting requires a written conveyance, you hereby convey to us any title you have or hereafter acquire in the Software and relinquish any subsequent title in the Software. If licensor's consent is required, you shall assist us in obtaining consent.

10. Miscellaneous: You agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. You agree that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease. This Lease was made in Pennsylvania ("PA"), is deemed to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to the exclusive jurisdiction, personal or otherwise, in any state or federal court in PA, and waive trial by jury. You agree (i) to waive any and all rights and remedies granted to you under UCC Section 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without our consent, and (iii) this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purpose and will be admissible as legal evidence thereof. We may inspect the Equipment during the Lease term. We shall not be liable to you for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder. This Lease contains the entire agreement of the parties. No amendment is binding unless mutually agreed to by both parties. You authorize us to contact you about your accounts in any way, including at any number or email address at which we believe we can reach you, even if you are charged for such contact by a provider. For information about our privacy practices, please review our privacy statement at dlgroup.com/us/privacy.

You agree that this is a non-cancelable lease. The Equipment is: <input type="checkbox"/> NEW <input type="checkbox"/> USED/NOT NEW			DE LAGE LANDEN FINANCIAL SERVICES, INC. Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087 Phone: (800) 735-3273 • Fax: (800) 776-2329	
Signature	DOB	Date	Commencement Date	Lease Number 500-50642617
Title	Print Name		Accepted By	
Legal Name of Corporation Town of Clifton Park				

The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.			
Signature	Date	Print Name	Title

080EDOC243v15

RESOLUTION

#4

Resolution No. _____ of 2024, a resolution authorizing the Town Assessor and Valuation Assistant to attend the New York State Assessors Association (NYSAA) Fall Conference.

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

WHEREAS, Walter Smead, Town Assessor, and Kelly Miller, Valuation Assistant, have requested permission to attend the NYSAA Fall Conference to be held at the Woodcliff Hotel and Spa, Fairport, NY, September 23-26, 2024, at a cost not to exceed \$2,150, and

WHEREAS, the amount has been budgeted for 2024 in budget line item A-1355-001 and

WHEREAS, attendance at the Conference would confer a benefit to the Town's citizens; now, therefore, be it

RESOLVED, that Walter Smead and Kelly Miller are hereby authorized to attend the NYSAA Fall Conference in Fairport, NY from September 23-26, 2024, at a cost not to exceed \$2,150, which includes registration fee, lodging and meals, to be vouchered appropriately, and to be paid from budget line item A-1355-001 (General Fund- Assessor – Travel & Conferences).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, July 25, 2024 9:00 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 #872

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

Department: Assessor's Office
Your Name: Walter Smead
Your Email: wsmead@cliftonpark.org
Sponsor: Assessor
Agenda Session Date: 08/05/2024 ✓
Board Meeting Date: 08/19/2024 ✓
Alternate Date: 09/03/2024
Budget Number: A-1355-001
Budget Description: Training/Conference
Amount: 2150.00
Brief Description: Assessor's Office attending NYSAA Annual Fall Conference September 23 to 26 in Rochester, NY.
Add Supporting Docs:
Additional Comments/Details: Will email documents.
Agree to Terms: Agree

[unsubscribe](#)



Summary Fees Classes
Instructors Hotel
4-Day Agenda

Register Now

2024 NYSAA Fall Conference

September 23, 2024 –
September 26, 2024

Woodcliff Hotel and Spa
199 Woodcliff Dr.
Fairport, NY 14450

Commuters and guests: Individual meals are available for purchase on the NYSAA website at nyassessor.org/pay-online until Friday, September 15, 2024.

At the conference, you WILL NOT be able to purchase individual meals.

Please plan accordingly.

Fees

Below is all of the pricing information for the event.

Admission Items

Virtual Conference Pass

NYSAA Member Fee

\$200.00

Non-Member Fee

\$400.00

In Person Conference Pass

NYSAA Member Fee

\$200.00

Non-Member Fee

\$400.00

Additional Items

Conference Meal Package

Conference Meal Package \$396.00
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Summary Fees Classes
Instructors Hotel
4-Day Agenda

Register Now

2024 NYSAA Fall Conference

September 23, 2024 –
September 26, 2024

Woodcliff Hotel and Spa
199 Woodcliff Dr.
Fairport, NY 14450

Please call the Woodcliff Hotel at 585-248-4810 or 1-800-365-3065 to reserve your room. Be sure to ask for the NYS Assessors Association 2024 Fall Conference Room Block when making your reservation.

The NYSAA room block fee is \$159.00 per night.

The deadline to reserve a room in the NYSAA block at the Woodcliff is Thursday, August 22, 2024.

Meals: The hotel is not selling any meals or meal packages this year! Meal packages may be purchased during the registration process.

Individual meals are available for purchase in advance on the NYSAA website at nyassessor.org/pay-online until Friday, September 13, 2024.







At the conference, you WILL NOT be able to purchase meals.

Please plan accordingly.

Woodcliff Hotel and Spa

199 Woodcliff Dr.
Fairport, NY 14450
USA

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RESOLUTION
#5

Resolution No. _____ of 2024, a resolution authorizing M.A. Shafer Construction of Altamont, NY to supply and install playground equipment at the Locust Lane playground in the Clifton Knolls Park District.

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

WHEREAS, the Town Board, as commissioners of the Clifton Knolls Park District, wish to authorize improvements to the playground equipment at the Locust Lane playground, and

WHEREAS, at the Park District's request, the Department of Buildings and Grounds solicited quotes for installing playground equipment at the playground, and

WHEREAS, after a bid opening on July 19, 2024, MJ Engineering reviewed the bids received and performed an evaluation of the bid submitted by M.A. Shafer Construction, and

WHEREAS, MJ Engineering finds that M.A. Shafer Construction is qualified to perform the work for which they bid, and has advised that the prices bid for the work are reasonable for the project, and

WHEREAS, M.A. Shafer Construction, 4928 Western Turnpike, Altamont, NY submitted the lowest responsive quote to supply and install the equipment in an amount not to exceed \$55,900; now, therefore be it

RESOLVED, that the Town Board accepts the recommendation of MJ Engineering and hereby awards the playground equipment improvement project to M.A. Shafer Construction, pursuant to General Municipal Law Section 103, at a cost not to exceed \$55,900; and be it further

RESOLVED, that M.A. Shafer Construction is authorized to supply and install equipment, as detailed in the bid specifications, at the Locust Lane playground in the Clifton Knolls Park District, at a cost not to exceed \$55,900, to be paid from SP3-0731-00200 (Clifton Knolls Park District-Clifton Knolls-Equipment), and be it further

RESOLVED, that the Comptroller is authorized to transfer \$55,900 from Assigned Fund Balance, SP3-00915 to the above account.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, July 25, 2024 12:32 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 Resolution Request #873

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: 08/05/2024 ✓

Board Meeting Date: 08/19/2024 ✓

Alternate Date: 09/03/2024

Budget Number: SP3-7131-200

Budget Description: Clifton Knolls Park District - Capital Improvement

Amount: 55,900

Brief Description: Award bid to MA Schafer Construction to supply and install new playground equipment at Locust Lane.

Add Supporting Docs:

[91530f74dce4bbca_Locust_plaground_letters_2.25.24.pdf](#)

[e7671bc7679405d0_MA_Schafer_Construction_7-19-24_BID_LOCUST_LANE_PLAYGROUND.pdf](#)

[e60e4a3e2bd8c44b_Locust_Playground_Bid_Docs_7.25.24.pdf](#)

Additional Comments/Details: I would like to do a letter of intent so they can place the order for the equipment please

Agree to Terms: Agree

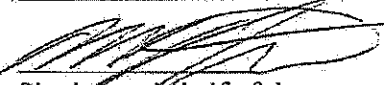
[unsubscribe](#)

Clifton Knolls Park District-MA Schafer-Letter of Intent

This letter of intent dated July 26, 2024, between M.A. Schafer Construction, Inc. and the Town of Clifton Park, affirms our mutual intent to enter into an agreement for the completion of the Locust Lane Playground Improvements, which are set forth in the Town of Clifton Park's Advertisement for Bids dated July 3, 2024, of which M.A. Schafer Construction, Inc. was the lowest bidder. M.J. Engineering and Land Surveying, P.C. (MJ), on behalf of the Town of Clifton Park, has reviewed the bid submitted by M.A. Schafer Construction, Inc. MJ recommends awarding the construction contract for the Locust Lane Playground Improvements project to M.A. Schafer Construction, Inc.

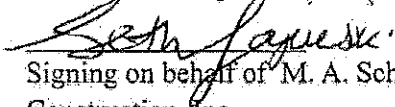
Accordingly, the Town of Clifton Park intends to enter into an agreement with M.A. Schafer Construction, Inc. to complete the Locust Lane Playground Improvements, as set forth in the aforementioned bid documents.

PHILIP C. BARRETT



Signing on behalf of the
Town of Clifton Park

BETH LOPROWSKI



Signing on behalf of M. A. Schafer
Construction, Inc.



July 25, 2024

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

RE: **Locust Lane Playground Improvements
Town of Clifton Park
Post-Bid Analysis**

Dear Supervisor Barrett,

M.J. Engineering and Land Surveying, P.C. (MJ) has reviewed the bids received on July 19, 2024, for the above referenced project. MJ has performed an evaluation of the bid submitted by the apparent low bidder, MA Schafer Construction of Altamont, NY. MA Schafer's bid is \$55,900 for the work of the contract which includes site improvements and installation of playground equipment at the Locust Lane Park.

The project received a total of two competitive bids. Table 1 includes the final bid tabulation and comparison to the final cost estimate. The apparent low bidder is approximately 9.9% lower than the construction estimate. MA Schafer has not expressed any concerns in regard to completing the work of the contract for the bid amount which they provided.

Table 1 Bid Results		
Bidder	Bid Total	Difference from MJ Estimate (%)
<i>Final Construction Estimate</i>	\$61,700	-
MA Schafer Construction	\$55,900	-9.9%
Gallo Construction Corp	\$104,400	+51.41%

Additionally, we have reviewed the list of projects provided by MA Schafer Construction. The list contains projects of similar size, type and complexity to this project and demonstrates that the low bidder meets the project specific experience requirements. The low bidder has a satisfactory history of overall performance, including quality of work and adherence to project schedule. Additionally, the low bidder has no history of default on any work.

Therefore, we recommend awarding the construction contract for the Locust Lane Playground Improvements project to MA Schafer Construction of Altamont, NY as their bid has been deemed to be fair and reasonable, and they are qualified to perform the work in which they bid.

Please do not hesitate to contact me if you have any questions.

Best Regards,

Traci Sousa, PE
Project Manager



21 Corporate Drive
Clifton Park, NY 12065



518.371.0799
mj@mjteam.com
mjteam.com



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

Dan Clemens

From: David Moore <twobritishbikes@gmail.com>
Sent: Thursday, July 25, 2024 12:02 PM
To: Dan Clemens
Subject: Re: MJ recommendation

Ok we are fine that, thanks
Sent from my iPhone

On Jul 25, 2024, at 11:20 AM, Dan Clemens <dclemens@cliftonpark.org> wrote:

Sounds good, thanks. The bid does not include the playground mulch. 30 feet x 35 feet boxed out safe zone at a required depth of 12 inches will be 51 yards. The towns cost is \$29.50/yard – Total of \$1,504.50. We supply the mulch, spreading by MA Schafer is included in the bid. There will not be any labor charges from B&G.

Daniel J. Clemens

Director of Buildings, Parks, and Recreation
Town of Clifton Park, NY
O: 518-371-6651 ext. 248
C: 518-281-5065
dclemens@cliftonpark.org

<image001.png>

From: David Moore <twobritishbikes@gmail.com>
Sent: Thursday, July 25, 2024 11:04 AM
To: Dan Clemens <DClemens@cliftonpark.org>
Cc: Marlys McGinnis <mmcginn1@nycap.rr.com>; Pat Brackins <pbrackins@gmail.com>; Mildred Smith <mpolitesmith@gmail.com>; Joann Collins Laviano <Jamroc19@gmail.com>; Phil Barrett <PBarrett@cliftonpark.org>
Subject: Re: MJ recommendation

Hi Dan

I advised committee members and we will go forward with the recommend bid with the caveat that the number includes all fees and costs ie BG fees etc so that it can be on 8/5 town meeting agenda. Hopefully this will keep the project on track.

Thanks in advance

Suzanne and committee members

Sent from my iPhone

On Jul 25, 2024, at 10:22 AM, Dan Clemens <dclemens@cliftonpark.org> wrote:

Thank you.

Daniel J. Clemens

Director of Buildings, Parks, and Recreation

Town of Clifton Park, NY

O: 518-371-6651 ext. 248

C:518-281-5065

dclemens@cliftonpark.org

<image001.png>

From: David Moore <twobritishbikes@gmail.com>

Sent: Thursday, July 25, 2024 10:16 AM

To: Dan Clemens <DClemens@cliftonpark.org>

Cc: Marlys McGinnis <mmcginn1@nycap.rr.com>

Subject: Re: MJ recommendation

I will contact the committee members today and get back to as soon as possible

Thanks

Sent from my iPhone

On Jul 25, 2024, at 7:14 AM, Dan Clemens
<dclemens@cliftonpark.org> wrote:

Attached please find the letter of recommendation for the Locust Lane playground from MJ. I can get this on the town board agenda for the August 5th meeting with approval from your committee.

Thanks, Dan

Daniel J. Clemens

Director of Buildings, Parks, and Recreation

Town of Clifton Park, NY

O: 518-371-6651 ext. 248

C:518-281-5065

dclemens@cliftonpark.org

<image001.png>

<Locust lane Playground MJ Recommendation of Award
7.25.24.pdf>

SECTION 004100

BID FORM

FOR: Locust Lane Playground Improvements

FROM: MA Schafer Construction
(name of bidder)

JULY 19th 2024
(date)

The terms used in this Bid have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Town of Clifton Park, Town Clerks Office One Town Hall Plaza Clifton Park, New York 12065**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in New York State; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Section 004513 Qualifications Statement with supporting data as outlined in Section 002113 Instructions to Bidders;
 - G. Section 004526 Affidavit – Worker's Compensation; and

ARTICLE 3 – BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
 - A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s):
 - 1. Lump Sum Price

All Work Except Allowance(s)	\$ <u>53,400</u>
------------------------------	------------------

Allowance No. 1: Field Order Allowance (as described in Section 012100)	\$ 2,500
Total Bid Amount (sum of lines above)	\$ 55,900

ARTICLE 4 - TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5 - BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 *Bid Acceptance Period*
 - B. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
N/A	

- 5.04 *Registered Plan Holder Confirmation*
 - A. Bidder hereby confirms registration as a Plan Holder through the Issuing Office. Bids received from non-registered plan holders may be subject to disqualification.

YES NO

ARTICLE 6 - BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 *Bidder's Representations*
 - A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

MA Schafer Construction
(typed or printed name of organization)

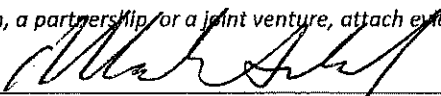
By: Beth Lajewski
(individual's signature)

Name: Beth Lajewski
(typed or printed)

Title: Office Manager
(typed or printed)

Date: JULY 12th 2024
(typed or printed)

If Bidder is a corporation, a partnership or a joint venture, attach evidence of authority to sign.

Attest: 
(individual's signature)

Name: Mark Schafer
(typed or printed)

Title: President
(typed or printed)

Date: JULY 19th 2024
(typed or printed)

Address for giving notices:

4928 Western Turnpike
Attentont NY 12009

Bidder's Contact:

Name: Beth Lajewski
(typed or printed)

Title: Office Manager
(typed or printed)

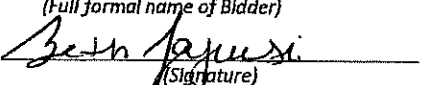
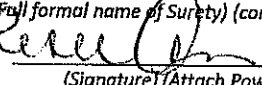
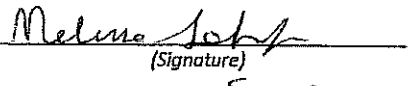

Phone: (518) 357-0221

Email: moschaferhomes@nycap.m.com

Address: 4928 Western Turnpike
Attentont NY 12009

Bidder's Contractor License No.: (if applicable) _____

SECTION 004313
 BID BOND (PENAL SUM FORM)

Bidder Name: M.A.Schafer Construction, Inc. Address <i>(principal place of business)</i> : 4928 Western Turnpike Altamont, New York 12009	Surety Name: Merchants Bonding Company (Mutual) Address <i>(principal place of business)</i> : 6700 Westown Parkway West Des Moines, Iowa 50266
Owner Name: Town of Clifton Park Address <i>(principal place of business)</i> : One Town Hall Plaza Clifton Park, New York 12065	Bid Project <i>(name and location)</i> : Locust Lane Playground Improvements Bid Due Date: July 19, 2024
Bond MASC7-12-24-1 Penal Sum: Five Percent of the Amount Bid (5%) Date of Bond: July 12, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder M.A. Schafer Construction, Inc. <i>(Full formal name of Bidder)</i>	Surety Merchants Bonding Company (Mutual) <i>(Full formal name of Surety) (corporate seal)</i>
By: <u></u> <i>(Signature)</i>	By: <u></u> <i>(Signature) (Attach Power of Attorney)</i>
Name: <u>Beth Lajewski</u> <i>(Printed or typed)</i>	Name: <u>Renee A. Manny</u> <i>(Printed or typed)</i>
Title: <u>office manager</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u></u> <i>(Signature)</i>	Attest: <u></u> <i>(Signature)</i>
Name: <u>Melissa Schaefer</u> <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: <u>Secretary</u>	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

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Acknowledgment by Corporation

STATE OF

COUNTY OF

On this 18 day of JULY, 2024, before me personally appeared Beth Ligejewski, to me known, who being by me duly sworn, did acknowledge and say that (s)he is the office manager of M.A. Schafer Construction, 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.

_____, Notary Public
State of _____
County of _____
My Commission Expires: _____

Acknowledgment by Surety

STATE OF New York

COUNTY OF Albany

On this 12th day of July, 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.

Tammy M. Kennedy
_____, Notary Public
State of New York
County of Albany
My Commission Expires: 09-20-2025

Eileen Foley
EILEEN FOLEY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01F06442059
QUALIFIED IN RENSSELAER COUNTY
MY COMMISSION EXPIRES OCT 11, 2026

Tammy M Kennedy
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KE642272
Qualified in Albany County
My Commission Expires 09-20-2025

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.

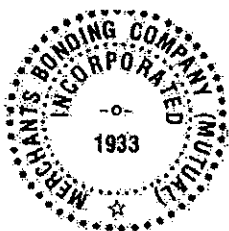
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

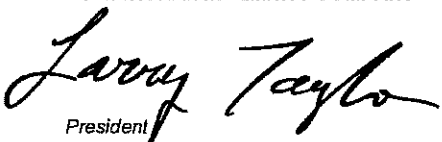
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts 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.

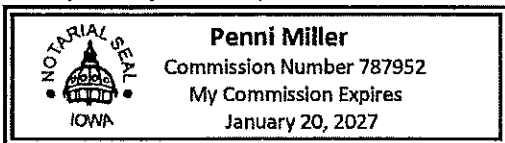


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

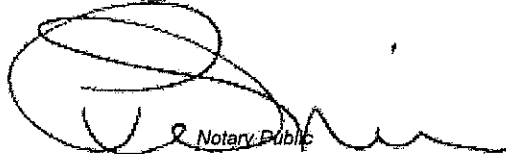
By 
President

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.



(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 12th day of July, 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><u>\$ 450,288,648</u></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><u>\$ 450,288,648</u></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
Des Moines, IA 50306-3498

toll free 800.678.8171
local 515.243.8171
fax 515.243.3854

email info@merchantsbonding.com
website merchantsbonding.com

SECTION 004513
QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		MA Schafer Construction	
Corporate Office			
Name:	Bern Lojewski	Phone number:	(518) 357-0221
Title:	Office Manager	Email address:	maschaferhomes@nycap.ny.com
Business address of corporate office:			
492 & Western Turnpike			
Albany NY 12009			
Local Office Same as above			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1999	State in which Business was formed:	NY
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Mark Schafer	Title:	owner
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:	Beth Lgeuski	Title:	office manager
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		

<input type="checkbox"/> Other			
<input checked="" type="checkbox"/> None			

ARTICLE 4—SAFETY

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2023			2022			2021		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
MASchafer	.89	0	11,207	.90	0	11,812	.90	0	13,265

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Banadio Group		
Business address:	6 Wendey Ct Albany NY 12205		
Date of Business’s most recent financial statement:	4/5/24	<input checked="" type="checkbox"/> Attached	
Date of Business’s most recent audited financial statement:		<input type="checkbox"/> Attached	
Financial Indicators from the most recent financial statement			
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	NFP		
Surety is a corporation organized and existing under the laws of the state of:	NY		
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):	159 Wolf Rd Suite 200 Albany NY 12205		
Physical Address (principal place of business):	"Same"		
Phone (main):	518 244 - 4283	Phone (claims):	(518) 244 - 4231

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Ammetz	Workers Comp.
Cincinnati	general and Auto
Hanover	Equipment
Are providers licensed or authorized to issue policies in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does provider have an A.M. Best Rating of A-VII or better?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business):	NFP 151 Wolf Road Suite 200 Albany NY 12205
Physical Address (principal place of business):	"Same"
Phone (main):	(518) 244 - 4283
Phone (claims):	(518) 244 - 4231

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	6
Estimate of revenue for the current year:	3,000,000
Estimate of revenue for the previous year:	3,106,542.99

8.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project:		30+	
As a general contractor:	<input checked="" type="checkbox"/>	As a joint venturer:	<input type="checkbox"/>
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business’s safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: MA Schafer Construction
(typed or printed name of organization)

By: Beth Lajewski
(individual's signature)

Name: Beth Lajewski
(typed or printed)

Title: Office Manager
(typed or printed)

Date: JULY 19th 2024
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Mark Schafer
(individual's signature)

Name: Mark Schafer
(typed or printed)

Title: President
(typed or printed)

Address for giving notices:
4928 Western Turnpike
Altemont NY 12009

Designated Representative:

Name: Beth Lajewski
(typed or printed)

Title: Office Manager
(typed or printed)

Address: 4928 Western Turnpike
Altemont NY 12009

Phone: (518) 357-0221

Email: maschaferhomes@nycap.m.com

Schedule A—Current Projects

Name of Organization	MA Schaefer Construction			Project Name	Tracher Park Warming Hut
Project Owner	NYS Parks and Rec			Date Project	3/12/2024
General Description of Project	Construction of Warming Hut			Project Superintendent	Safety Manager
Project Cost	\$1,191,040.00	Project Manager		Quality Control Manager	
Key Project Personnel	Mark Schaefer	Project Superintendent			
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner		Title/Position	Organization	Telephone	Email
Designer	Dan Neary	SK Engineer	NYS Parks & Rec	(518) 584-7060	Daniel.Neary@parks.ny.gov
Construction Manager					

Project Owner	City of Schenectady			Project Name	Greenhouse
General Description of Project	Construction of Greenhouse			Date Project	2/12/2024
Project Cost	\$178,800.00	Project Superintendent		Safety Manager	
Key Project Personnel	Mark Schaefer	Project Superintendent		Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Gary Rafalik	Engineer	City of Schenectady (518) 382-5197	Gra.Falik@Schenectady.ny.gov	
Designer					
Construction Manager					

Project Owner				Project Name	
General Description of Project				Date Project	
Project Cost		Project Superintendent		Safety Manager	
Key Project Personnel		Project Superintendent		Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner		Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	MA Schaefer Construction		Project Name	CANNY KIDZ PLAYGROUND	
Project Owner	TOWN OF CLIFTON PARK		Date Project	8/2/2023	
General Description of Project	Install playground equipment on site work		Project Superintendent	Quality Control Manager	
Project Cost	\$ 226,214.00	Project Manager	Safety Manager		
Key Project Personnel	Mark Schaefer				
Name	Mark Schaefer				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer	Dan Clemens	Director	Town of Clifton Park	(518) 371-6651	Dan.clemens@cliftonpark.org
Construction Manager					
Project Owner	City of Schenectady		Project Name	Fire Training Tower	
General Description of Project	Construct fire training tower		Date Project	7/21/2022	
Project Cost	\$ 277,252.50	Project Superintendent	Safety Manager	Quality Control Manager	
Key Project Personnel	Mark Schaefer				
Name	Mark Schaefer				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer	Guy Kafalic	Engineer	City of Schenectady	(518) 382-5177	Guy.kafalic@schenectady.ny.gov
Construction Manager					
Project Owner	Town of Guilderland		Project Name	EMS Substation	
General Description of Project	Construction of EMS Substation		Date Project	9/8/2022	
Project Cost	\$ 828,207.00	Project Superintendent	Safety Manager	Quality Control Manager	
Key Project Personnel	Mark Schaefer				
Name	Mark Schaefer				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer	LOU Vitelli	Engineer	Town of Guilderland	(518) 356-1780	Vitelli1@tognny.org
Construction Manager					

Schedule B — Previous Experience with Similar Projects

Name of Organization	Max Schaefer Construction		Project Name	Various summer projects	
Project Owner	Hobson Valley Community College		Project Name	Various summer projects	
General Description of Project	Various summer projects		Date Project	1/1/2024	
Project Cost	\$27,344		Project Superintendent	Safety Manager	
Key Project Personnel	Project Manager		Safety Manager	Quality Control Manager	
Name	Max Schaefer				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer	Jeff Hemminger	Director	HUCC		J.hemminger@HUCC.edu
Construction Manager					
Project Owner	Fulton County		Project Name	Tech Lab renovations to Community College	
General Description of Project	Tech Lab renovations to Fulton Montgomery Community College		Date Project	6/30/2021	
Project Cost	\$214,500.00		Project Superintendent	Safety Manager	
Key Project Personnel	Project Manager		Safety Manager	Quality Control Manager	
Name	Max Schaefer				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer	Max Schaefer David Vanderkinder	Engineer	JMZ	(518) 522-5122	Dvanderkinder@jmc.com
Construction Manager					
Project Owner	Fulton County		Project Name	Fert Hunter Public Park	
General Description of Project	Install playground equipment on site work paving		Date Project	6/24/2020	
Project Cost	\$265,600.00		Project Superintendent	Safety Manager	
Key Project Personnel	Project Manager		Safety Manager	Quality Control Manager	
Name	Max Schaefer				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer	Walt Lippmann	Engineer	MJ Engineering	(518) 371-0717	wlippmann@mjeng.com
Construction Manager					

QUALIFICATIONS STATEMENT

MJ Project No. 965.24

004513-2

Schedule C—Key Individuals

Project Manager			
Name of individual		Mark Schafer	
Years of experience as project manager		30 plus years	
Years of experience with this organization		30 plus years	
Number of similar projects as project manager		100	
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Thacher Park Learning Hut			
Greenhouse		35%	12/2024
		20%	10/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Gary Rafalik	Name	Don Clemens
Title/Position	City Engineer	Title/Position	Director
Organization	City of Schenectady	Organization	Town of Clinton Park
Telephone	(518) 382-5129	Telephone	(518) 371-6651
Email	G.Rafalik@schenelectdny.gov	Email	dclemens@clintonpark.org
Project	Greenhouse, fire training tower	Project	County Knoll's playground and pool
Candidate's role on project	Engineer	Candidate's role on project	Director
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	

Candidate's role on project		Candidate's role on project	
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Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

M A SCHAFFER CONSTRUCTION, INC.

BALANCE SHEETS

DECEMBER 31, 2023 AND 2022

(See Independent Accountant's Review Report)

	<u>2023</u>	<u>2022</u>
ASSETS		
CURRENT ASSETS:		
Cash	\$ 379,172	\$ 395,968
Contract receivables	12,736	343,782
Costs and estimated earnings in excess of billings	330,336	137,969
Real estate inventories	720,820	912,667
Prepaid expenses	<u>10,428</u>	<u>33,408</u>
Total current assets	1,453,492	1,823,794
PROPERTY AND EQUIPMENT, net	<u>1,099,935</u>	<u>1,155,038</u>
	<u>\$ 2,553,427</u>	<u>\$ 2,978,832</u>
LIABILITIES AND SHAREHOLDER'S EQUITY		
CURRENT LIABILITIES:		
Line-of-credit	\$ -	\$ 210,000
Current portion of long-term debt	33,557	42,469
Accounts payable	426,317	492,046
Accrued expenses	83,980	75,661
Customer deposits	58,940	166,280
Billings in excess of costs and estimated earnings	<u>-</u>	<u>55,354</u>
Total current liabilities	602,794	1,041,810
LONG-TERM LIABILITIES:		
Due to shareholder	107,143	107,143
Long-term debt, net of current portion	289,996	324,967
Rental deposits	<u>22,200</u>	<u>25,650</u>
Total long-term liabilities	419,339	457,760
TOTAL LIABILITIES	<u>1,022,133</u>	<u>1,499,570</u>
SHAREHOLDER'S EQUITY:		
Common Stock - 200 shares authorized, 100 shares issued and outstanding, no par value	2,000	2,000
Retained earnings	<u>1,529,294</u>	<u>1,477,262</u>
TOTAL SHAREHOLDER'S EQUITY	<u>1,531,294</u>	<u>1,479,262</u>
	<u>\$ 2,553,427</u>	<u>\$ 2,978,832</u>

The accompanying notes are an integral part of these statements.

M A SCHAFFER CONSTRUCTION, INC.

STATEMENTS OF INCOME FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022 (See Independent Accountant's Review Report)

	<u>2023</u>	<u>2022</u>
CONTRACT, SALES, AND RENTAL INCOME	\$ 3,503,929	\$ 3,415,302
LESS: COST OF REVENUE EARNED		
Materials	1,065,567	1,142,708
Subcontractors	518,165	363,026
Labor	275,175	274,018
Cost of properties sold	575,273	556,200
Cost of properties rented	39,822	39,821
Other job specific costs	296,064	283,026
Total cost of revenue earned	<u>2,770,066</u>	<u>2,658,799</u>
GROSS PROFIT	733,863	756,503
LESS: GENERAL AND ADMINISTRATIVE EXPENSES	<u>521,670</u>	<u>503,559</u>
OPERATING INCOME	<u>212,193</u>	<u>252,944</u>
OTHER INCOME:		
Gain on sale of assets	-	18,439
Interest income	2,109	-
Debt forgiveness - paycheck protection program	-	95,820
Total other income	<u>2,109</u>	<u>114,259</u>
NET INCOME	<u>\$ 214,302</u>	<u>\$ 367,203</u>

The accompanying notes are an integral part of these statements.

M A SCHAFFER CONSTRUCTION, INC.

**STATEMENTS OF CHANGES IN SHAREHOLDER'S EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**
(See Independent Accountant's Review Report)

	<u>Common Stock</u>	<u>Retained Earnings</u>	<u>Total</u>
BEGINNING BALANCE - January 1, 2022	\$ 2,000	\$ 1,305,147	\$ 1,307,147
DISTRIBUTIONS	-	(195,088)	(195,088)
NET INCOME	<u>-</u>	<u>367,203</u>	<u>367,203</u>
ENDING BALANCE - December 31, 2022	2,000	1,477,262	1,479,262
DISTRIBUTIONS	-	(162,270)	(162,270)
NET INCOME	<u>-</u>	<u>214,302</u>	<u>214,302</u>
ENDING BALANCE - December 31, 2023	<u>\$ 2,000</u>	<u>\$ 1,529,294</u>	<u>\$ 1,531,294</u>

The accompanying notes are an integral part of these statements.

M A SCHAFFER CONSTRUCTION, INC.

STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022 (See Independent Accountant's Review Report)

	<u>2023</u>	<u>2022</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	\$ 214,302	\$ 367,203
Adjustments to reconcile net income to net cash flow from operating activities:		
Debt forgiveness - paycheck protection program	-	(95,820)
Depreciation	155,491	156,852
Gain on sale of assets	-	(18,439)
Credit loss expense	875	-
Change in:		
Contract receivables	330,171	202,690
Costs and estimated earnings in excess of billings	(192,367)	73,403
Accounts payable	(65,729)	65,794
Prepaid expenses	22,980	(2,659)
Real estate inventories	191,847	(411,350)
Billings in excess of costs and estimated earnings	(55,354)	(8,075)
Accrued expenses	8,319	69,161
Customer deposits	(110,790)	162,030
Net cash flow from operating activities	<u>499,745</u>	<u>560,790</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from sale of assets	-	30,000
Purchases of equipment	(100,388)	(100,900)
Net cash flow from investing activities	<u>(100,388)</u>	<u>(70,900)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payments on line-of-credit	(210,000)	-
Distributions	(162,270)	(195,088)
Payments on long-term debt	(43,883)	(57,184)
Net cash flow from financing activities	<u>(416,153)</u>	<u>(252,272)</u>
CHANGE IN CASH	(16,796)	237,618
CASH - beginning of year	<u>395,968</u>	<u>158,350</u>
CASH - end of year	<u>\$ 379,172</u>	<u>\$ 395,968</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	<u>\$ 20,413</u>	<u>\$ 32,577</u>
Cash paid during the year for franchise taxes	<u>\$ 1,000</u>	<u>\$ 1,000</u>

The accompanying notes are an integral part of these statements.

M A SCHAFFER CONSTRUCTION, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2023 AND 2022

(See Independent Accountant's Review Report)

1. THE COMPANY

M A Schaffer Construction, Inc. (the Company) is in the business of commercial contracting, as well as home building, renovation work, and rental of residential real estate. The Company was incorporated in 1999 and its corporate office is located in Altamont, New York. The Company's work is located mainly in the Capital District Region of New York State.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America.

Recently Adopted Accounting Guidance – Allowance for Credit Losses

Accounting Standards Codification (ASC) Topic 326, *Financial Instruments – Credit Losses*, requires certain financial assets to be measured at amortized cost net of an allowance for estimated credit losses. This standard replaced the incurred loss methodology with an expected loss methodology that is referred to as the current expected credit loss ("CECL") methodology. The estimated credit loss is required to be based on historical information, current conditions, and forecasts that could impact the collectability of the amounts. Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses.

Effective January 1, 2023, the Company adopted ASC 326 using the modified retrospective approach for all financial assets measured at amortized cost. The new accounting pronouncement did not have a material impact on the financial statements. Results for reporting periods beginning after January 1, 2023, are presented under CECL, while prior period amounts continue to be reported and disclosed in accordance with previously applicable accounting standards.

Use of Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and reported revenue and expenses. Significant estimates used in preparing these financial statements include those assumed in computing profit percentages under the percentage-of-completion revenue recognition method and those estimates used in depreciating the Company's property and equipment. It is at least reasonably possible that the significant estimates used will change within the next year.

Operating Cycle

The Company's work is normally performed under fixed price and cost-plus contracts. The length of the Company's contracts vary but are typically about two years. Therefore, assets and liabilities related to long-term contracts are included in current assets and current liabilities in the accompanying balance sheet as they will be liquidated in the normal course of contract completion, although this may require more than one year.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash

Cash includes bank demand deposit accounts. The Company's cash balances may at times exceed federally insured limits. The Company has not experienced any losses in these accounts and believes it is not exposed to any significant risk with respect to cash.

Revenue and Cost Recognition

Construction Contracts

The Company operates as a contractor mainly in the Capital District Region of New York State. The Company primarily performs building and renovation services for commercial, municipal, and residential customers. Therefore, the Company's viability is dependent on the strength of the construction industry, and the Company's ability to collect on its contracts. The Company recognizes revenue from construction contracts over time, as performance obligations are satisfied, due to the continuous transfer of control to the customer. Contracts are generally accounted for as a single unit of account, or a single performance obligation, and are not segmented between types of services. The Company recognizes revenue using the percentage-of-completion method, based primarily on contract cost incurred to date compared to total estimated contract cost. The percentage-of-completion method, an input method is used as management considers it to be the best available measure of progress on these contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change significantly within the near term. The timing and amount of billing is generally depending on contract terms and completion of work.

Contract costs include all direct materials, labor, and subcontracting charges and indirect costs related to contract performance. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income and are recognized in the period in which the revisions are determined. If estimates indicate a probable ultimate loss on a contract, the full amount thereof is accrued in the period in which the loss is estimated.

Pre-contract costs are expensed as incurred unless they are expected to be recovered from the client. Project mobilization costs are generally charged to project costs as incurred when they are an integrated part of the performance obligation being transferred to the client.

The Company recognizes revenue, but not profit, on certain uninstalled materials that are not specifically produced, fabricated, or constructed for a project. Revenue on these uninstalled materials is recognized when the cost is incurred, or when control is transferred.

Homebuilding

The Company also operates as a homebuilder by developing lots owned by the Company. The Company recognizes revenue from homebuilding activities at a point in time when the title to the home passes to the customer at the closing of the sale after construction is complete. During construction, all direct material and labor costs and those indirect costs related to acquisition and construction are capitalized as inventory, and all customer deposits are treated as liabilities. Capitalized costs are charged to earnings upon closing. Costs incurred in connection with completed homes and selling, general, and administrative costs are charged to expenses as incurred. Provision for estimated losses on contracts in progress and on speculative projects is made in the period in which such losses are determined.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue and Cost Recognition (Continued)

Contract Liability: Customer Deposits

As of December 31, 2023, 2022, and 2021, the Company had customer deposits of \$58,940, \$166,280, and \$8,000, respectively. These represent non-refundable deposits for customers on homes for sale by the Company. The duration of these orders is generally less than one year. The Company will recognize revenue at a point in time when the title to the home passes to the customer at the closing of the sale and reduce the amount of the customer deposit liability.

Variable Consideration

The nature of the Company's contracts gives rise to several types of variable consideration, including claims, unpriced change orders, and liquidated damages. The Company recognizes revenue for variable consideration when it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur. The Company estimates the amount of revenue to be recognized on variable consideration using the expected value (i.e. the sum of a probability-weighted amount) or the most likely amount method, whichever is expected to better predict the amount. Estimates of variable consideration and determination of whether to include estimated amounts in the transaction price are based largely on an assessment of anticipated performance and all information (historical, current and forecasted) that is reasonably available to management.

Warranties

The Company generally provides limited warranties for work performed under its construction contracts. The warranty periods typically extend for a limited duration following substantial completion of the Company's work on a project. Historically, warranty claims have not resulted in material costs incurred, and any estimated costs for warranties are included in the individual project cost estimates for purposes of accounting for long-term contracts.

Practical Expedients

The Company has availed itself of the following practical expedients available under ASC 606: (1) to make a policy election to expense incremental costs of obtaining a contract with a customer, as the amortization period of such costs would be one year or less; and (2) an entity need not adjust the promised amount of consideration for the effects of a significant financing component if the entity expects, at contract inception, that the period between when the entity transfers a promised good or service to a customer and when the customer pays for that good or service will be one year or less.

Revenue Disaggregation

Revenue by recognition methodology were as follows for the year ended December 31,:

	<u>2023</u>	<u>2022</u>
Revenue recognized over time - Construction Contracts	\$ 2,553,808	\$ 2,644,460
Revenue recognized at a point in time - Home Sales	801,971	616,442
Revenue recognized outside of ASC 606 - Rental Income	<u>148,150</u>	<u>154,400</u>
	<u>\$ 3,503,929</u>	<u>\$ 3,415,302</u>

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contract Assets and Liabilities

When the timing of delivery of goods or services is different from the timing of the payments made by customers, the Company recognizes either a contract asset (performance precedes payment) or a contract liability (customer payment precedes performance). Contract assets represent revenue recognized in excess of amounts billed and retainages receivable. These contract assets are reclassified to contract receivable when they are billed under the terms of the contract. Contract liabilities represent amounts billed to clients in excess of revenue earned to date.

The Company anticipates that substantially all incurred costs associated with contract assets as of December 31, 2023 will be billed and collected within one year. Contract assets and contract liabilities were as follows as of December 31:

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Contract assets:			
Costs and estimated earnings in excess of billings	\$ 330,336	\$ 137,969	\$ 211,372
Contract liabilities:			
Customer deposits	\$ 58,940	\$ 166,280	\$ 8,000
Billings in excess of costs and estimated earnings	-	55,354	63,429
Total contract liabilities	\$ 58,940	\$ 221,634	\$ 71,429

Contract Receivables

Contract receivables are uncollateralized customer obligations due within 30 days from the invoice date. Interest is not charged on delinquent accounts. Payments on contract receivables are allocated to the customer's specific invoices identified on the customer's remittance advice, or, if unspecified, are applied to the earliest unpaid invoices.

The carrying amount of contract receivables is reduced by an allowance for credit losses. Contract receivables amounts for which no payments have been received for several months are considered delinquent and customary collections efforts are begun. After all collection efforts are exhausted, the receivable is written off.

Contract receivables were as follows as of December 31,:

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Contract receivables	\$ 12,736	\$ 343,782	\$ 546,472

Retainage Receivables

In accordance with normal construction industry practice, retainage receivables are shown as current assets. Retainage is due upon final completion and owner acceptance of the contract. It is reasonably possible that amounts due in more than one year may be shown as current.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Allowance for Credit Losses

For the years following January 1, 2023, the Company recognizes an expected allowance for credit losses that is updated to reflect any changes in credit risk since the receivable was initially recorded. This estimate is calculated on a pooled basis where similar risk characteristics exist, and receivables evaluated individually when specific customer balances no longer share those risk characteristics and are considered at risk or uncollectible. The estimated allowance for credit losses is based on historical, current, and expected future conditions.

For the year ended December 31, 2022, the carrying amount of accounts receivable were reduced by an allowance for credit losses that reflected management's best estimate of the amounts that will not be collected. Management reviewed all contract receivables balances that exceeded 90 days from the invoice date and based on an estimate of current credit worthiness, estimated the portion, if any, of the outstanding balance that would not be collected. The allowance for credit losses was based on past credit history with customers, known and inherent collection risks, and current economic conditions. Management has determined that no allowance for credit losses was necessary as of December 31, 2023 and 2022.

Inventories

Inventories include lots for residential homes and residential homes which are valued at the lower of cost or net realizable value.

Property and Equipment

Property and equipment are stated at cost. Expenditures for acquisitions, renewals, and betterments are capitalized, whereas maintenance and repair costs are expensed as incurred.

When property and equipment are retired or otherwise disposed of, the appropriate accounts are relieved of costs and accumulated depreciation and any resultant gain or loss is credited or charged against operations. Depreciation is provided for in amounts to relate the cost of property and equipment to operations over their estimated useful lives on a straight-line basis. The estimated useful lives used in determining depreciation vary from five to 27 and one half years. Accelerated depreciation methods are used for income tax purposes.

Leases

The Company determines if an arrangement is a lease at inception. The Company reassesses the determination of whether an arrangement is a lease if the terms and conditions of the contract are changed. The Company recognizes lessor revenue on a straight-line basis over the lease term.

At lease commencement, the Company estimates the residual value of the leased asset at the end of the lease term, considering the asset's remaining useful life, expected market condition, and expected use (e.g., sell or lease). The Company's ability to realize the residual value at the end of the lease term could be adversely affected by a decline in the real estate market and unusual wear and tear of the property. This risk is managed through the monitoring of the real estate market and periodic inspections of the property for possible repairs and maintenance.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Leases (Continued)

Right-of-use ("ROU") assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent an obligation to make lease payments arising from the lease. Lease ROU assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. The lease may include renewal and termination options, which are included in the lease term when the Company is reasonably certain to exercise these options.

For all underlying classes of assets, the Company has elected to not recognize ROU assets and lease liabilities for short-term leases that have a lease term of 12 months or less at lease commencement and do not include an option to purchase the underlying asset that the Company is reasonably certain to exercise. The Company recognizes fixed short-term lease cost on a straight-line basis over the lease term and variable lease cost in the period in which the obligation is incurred.

The Company elected for all classes of underlying assets, to use the risk-free rate as the discount rate if the implicit rate in the lease contract is not readily determinable.

In evaluating contracts to determine if they qualify as a lease, the Company considers factors such as if the Company obtained substantially all of the rights to the underlying asset through exclusivity, if it can direct the use of the asset by making decisions about how and for what purpose the asset will be used and if the lessor has substantive substitution rights. This evaluation may require significant judgment.

Advertising Costs

All advertising costs are charged to operations as incurred. For the years ended December 31, 2023 and 2022, advertising costs were \$1,881 and \$592, respectively.

Sales Tax

Consistent with the Company's historical accounting policies; it has presented contract and sales income net of tax collected. The Company excludes from its contract and sales income all sales taxes assessed to their customers. Sales taxes assessed on sales are recorded as accrued expenses on the balance sheet until remitted to state agencies.

Income Taxes

The Company uses the percentage of completion method of reporting income from long-term construction contracts for financial statement purposes and the cash basis for income taxation purposes. The Company has elected to be taxed as an S-Corporation under the provisions of the Internal Revenue Code and state laws. Under these provisions, the Company does not pay federal or state corporate income taxes on its taxable income. Instead, the shareholder is liable for individual income taxes on the Company's income.

The Company has elected the New York pass-through entity tax for the years ended December 31, 2023 and 2022. The amount paid by the Company is allowed to be taken as a credit on the shareholder's tax returns and is considered attributable to the shareholder. As of December 31, 2023 and 2022, the Company recorded and an accrual of the pass-through entity tax in accrued expenses for approximately \$5,300 and \$20,000, respectively. The total pass-through entity tax for the years ended December 31, 2023 and 2022 amounted to approximately \$25,300 and \$20,000, respectively, and was recorded in distributions.

3. PROPERTY AND EQUIPMENT, NET

Property and equipment consists of the following at December 31,:

	<u>2023</u>	<u>2022</u>
Rental properties	\$ 1,095,091	\$ 1,095,091
Equipment and machinery	1,088,998	988,610
Vehicles	391,082	391,082
Office furniture and fixtures	<u>8,633</u>	<u>8,633</u>
Total	2,583,804	2,483,416
Less: Accumulated depreciation	<u>(1,483,869)</u>	<u>(1,328,378)</u>
Property and equipment, net	<u>\$ 1,099,935</u>	<u>\$ 1,155,038</u>

For the years ended December 31, 2023 and 2022, depreciation expense was \$155,491 and \$156,852, respectively.

4. LEASES

The Company leases its office space from its sole shareholder. The Company also leases construction equipment from third parties, as needed. The Company is not reasonably certain to exercise options to renew these leases. The leases are less than twelve months and qualify as short-term leases.

The components of total lease cost for the years ended December 31, 2023 and 2022 are as follows:

	<u>2023</u>	<u>2022</u>
Short-term lease cost	<u>\$ 34,396</u>	<u>\$ 30,970</u>

5. LESSOR ACCOUNTING

The Company's leasing activities consists of leasing residential real estate under operating leases. These leases are recorded as operating leases and expire at various times in 2024.

The components of lease income for the years ended December 31, 2023 and 2022, are as follows:

	<u>2023</u>	<u>2022</u>
Operating lease income	<u>\$ 148,150</u>	<u>\$ 154,400</u>

5. LESSOR ACCOUNTING (Continued)

The following are the carrying amounts of the underlying assets related to operating leases as of December 31, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Rental properties	\$ 1,095,091	\$ 1,095,091
Less: Accumulated depreciation	<u>(384,760)</u>	<u>(344,938)</u>
Total cost, net	<u>\$ 710,331</u>	<u>\$ 750,153</u>

The following are the undiscounted operating lease receipts as of December 31, 2023:

For the year ending December 31.:

2024	<u>\$ 65,850</u>
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6. COSTS AND ESTIMATED EARNINGS ON CONTRACTS IN PROGRESS

The total costs and estimated earnings on contracts in progress and related billings consist of the following at December 31.:

	<u>2023</u>	<u>2022</u>
Costs on contracts in progress	\$ 1,015,878	\$ 1,143,290
Estimated earnings on contracts in progress	<u>145,940</u>	<u>288,997</u>
Total	1,161,818	1,432,287
Less: Billings to date	<u>(831,482)</u>	<u>(1,349,672)</u>
Total	<u>\$ 330,336</u>	<u>\$ 82,615</u>

Included in the accompanying balance sheet under the following captions at December 31.:

	<u>2023</u>	<u>2022</u>
Costs and estimated earnings in excess of billings	\$ 330,336	\$ 137,969
Billings in excess of costs and estimated earnings	<u>-</u>	<u>(55,354)</u>
	<u>\$ 330,336</u>	<u>\$ 82,615</u>

7. LINE-OF-CREDIT

The Company maintains a working capital line-of-credit totaling \$350,000 with Ballston Spa National Bank. The line-of-credit bears interest at the bank's prime rate plus 1% (9.50% at December 31, 2023). The outstanding balance is guaranteed by the sole shareholder of the Company and secured by substantially all business assets. The line-of-credit is scheduled to mature on August 1, 2024 with an automatic renewal option. The outstanding balance on this line-of-credit was \$0 and \$210,000 as of December 31, 2023 and 2022, respectively.

8. LONG-TERM DEBT

A summary of the Company's long-term debt is as follows at December 31,:

	<u>2023</u>	<u>2022</u>
Ballston Spa National Bank - Financing agreement payable in monthly installments totaling \$3,372, bearing interest at 4.875%, secured by the real estate purchased. Final payment is to be made in October 2033.	\$ 315,646	\$ 340,078
GM Financial - Financing agreements payable in monthly installments totaling \$1,585, bearing interest ranging from 3.29% to 4.89%, secured by the vehicles purchased. Final payments for the loans are to be made between February 2024 and October 2024.	<u>7,907</u>	<u>27,358</u>
Total	323,553	367,436
Less: Current portion	<u>33,557</u>	<u>42,469</u>
Long-term portion	<u>\$ 289,996</u>	<u>\$ 324,967</u>

Long-term debt will mature as follows:

For the Year Ending December 31:

2024	\$ 33,557
2025	26,929
2026	28,271
2027	29,681
2028	31,161
Thereafter	<u>173,954</u>
Total	<u>\$ 323,553</u>

For the years ended December 31, 2023 and 2022, interest expense on all debt amounted to \$20,413 and \$32,577, respectively.

9. DUE TO SHAREHOLDER

The sole shareholder advanced funds to the company and purchased residential property and homes personally and subsequently transferred ownership of the properties at cost to the Company. The total amount due, including interest, to the shareholder is \$107,143 at December 31, 2023 and 2022. The balance accrues interest at 3% and the amounts are expected to be repaid when the properties are sold by the Company. No payments are expected to be made in the next year.

10. PENSION PLAN

The Company began offering a SIMPLE IRA plan during 2009 covering all employees who meet specific eligibility requirements. The Company matches employee contributions up to 3% of the employee's annual eligible salary. The Company made contributions of \$9,985 and \$10,026 for the years ended December 31, 2023 and 2022, respectively.

11. COMMITMENTS AND CONTINGENCIES

In connection with its normal construction activities, the Company may be required to acquire performance, bid, and payment bonds. The Company is contingently liable to a surety company under a general indemnity agreement. The Company and the sole shareholder agree to indemnify the surety for any payments made on contracts of suretyship, guaranty or indemnity. The surety issuing the bonds has recourse against certain assets of the Company in the event the surety is required to pay on the bonds. The Company believes that all contingent liabilities to the surety company will be satisfied by their performance on the specific bonded contracts.

Contingent liabilities, undeterminable in amount, include the usual liability of contractors for performance and completion of Company construction contracts.

12. CONCENTRATIONS

As is common in the construction industry, an economic dependency may develop among a few customers. During the year ended December 31, 2023, three customers accounted for revenue comprising 76% of the Company's total contract revenue (41%, 22%, and 13%, respectively). During the year ended December 31, 2022, three customers accounted for revenue comprising 73% of the Company's total contract revenue (40%, 19%, and 14%, respectively).

As of December 31, 2023, there were no contract receivable concentrations. As of December 31, 2022, four customers accounted for contract receivables comprising 96% of the Company's total receivables (34%, 26%, 21%, and 15%, respectively).

Also common in the construction industry is dependence developing among certain vendors. As of December 31, 2023, two vendors accounted for approximately 48% of accounts payable (32% and 16%, respectively). As of December 31, 2022, one vendor accounted for approximately 41% of accounts payable.

13. SUBSEQUENT EVENTS

Subsequent events have been evaluated through April 5, 2024, which is the date the financial statements were available to be issued.

SECTION 004526
AFFIDAVIT – WORKER'S COMPENSATION

State of New York

County of Albany

SS: _____

Bern Lajewski

of MA Schafer Construction

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

Signed: Bern Lajewski

Subscribed and sworn to before me

this 18 day of July, 2021.

Tammy M Kennedy
Notary Public

Tammy M Kennedy
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KE6422272
Qualified in Albany County
My Commission Expires 9.20.2025

NEWSPAPER VERSION

**ADVERTISEMENT FOR BIDS
TOWN OF CLIFTON PARK
SARATOGA COUNTY, NY
LOCUST LANE PLAYGROUND IMPROVEMENTS**

General Notice

The Town of Clifton Park (Owner) is requesting Bids for the construction of the following Project:

**Locust Lane Playground Improvements
MJ 965.24**

Sealed bids for the construction of the Project will be received at the Town of Clifton Park Town Clerk's Office located within the Clifton Park Town Offices at One Town Hall Plaza, Clifton Park, New York 12065, until Friday, July 19th at 2:00 PM local time. At that time the sealed bids received will be publicly opened and read.

The Project includes the following Work: Mobilization; stakeout of utilities and necessary work; UFPO clearances; selective removals; excavation; protection of existing facilities and structures; backfilling and compaction; installation of playground equipment; erosion and sediment control; and all work necessary to complete work in accordance with the plans and specifications.

Lump Sum Bids are requested for the following Contract: Locust Lane Playground Improvements

Work shall be substantially completed on or before December 20, 2024, and ready for final payment by January 24, 2025.

Obtaining the Bidding Documents

To become a Registered Plan Holder and to obtain electronic copies of the Contract Documents, please visit the M.J. Engineering and Land Surveying, P.C. Plan Room located at <http://www.mjteam.com/bids>. Bids received from non-registered plan holders may be subject to disqualification.

Addenda, if any, will be issued only to Registered Plan Holders whose name and address are on record. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

**M.J. Engineering and Land Surveying, P.C.
21 Corporate Drive, Clifton Park, NY 12065
Traci Sousa, PE
Phone: 518-374-0799 ext. 442
Email: tsousa@mjteam.com**

Prospective Bidders may examine the Bidding Documents at the Issuing Office and Owner's Office on Monday through Friday between the hours of 8 am to 4 pm.

Deadline for questions is 4:00 pm on Friday July 12th, 2024

NEWSPAPER VERSION

Pre-bid Conference

A pre-bid conference will not be held.

Instructions to Bidders

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

Prevailing Wages

The Bidders must comply with New York State Department of Labor Prevailing Wage Rate Schedule.

Bid security in the amount of 5% of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

The successful Bidders will be required to furnish a performance bond and a payment bond, each in an amount equal to 100% of the contract price.

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

The Owner, reserves the right to waive any informalities or irregularities in the Bid received, or to reject any or all Bids without explanation.

The Owner is an exempt organization under the Tax Law and is exempt from payment of Sales and Compensating Use Taxes on materials which are to be incorporated into the project and which are to be separately sold by the Contractor to the Owner prior to incorporation into the project, pursuant to the provisions of the Contract. These taxes are not to be included in the bid.

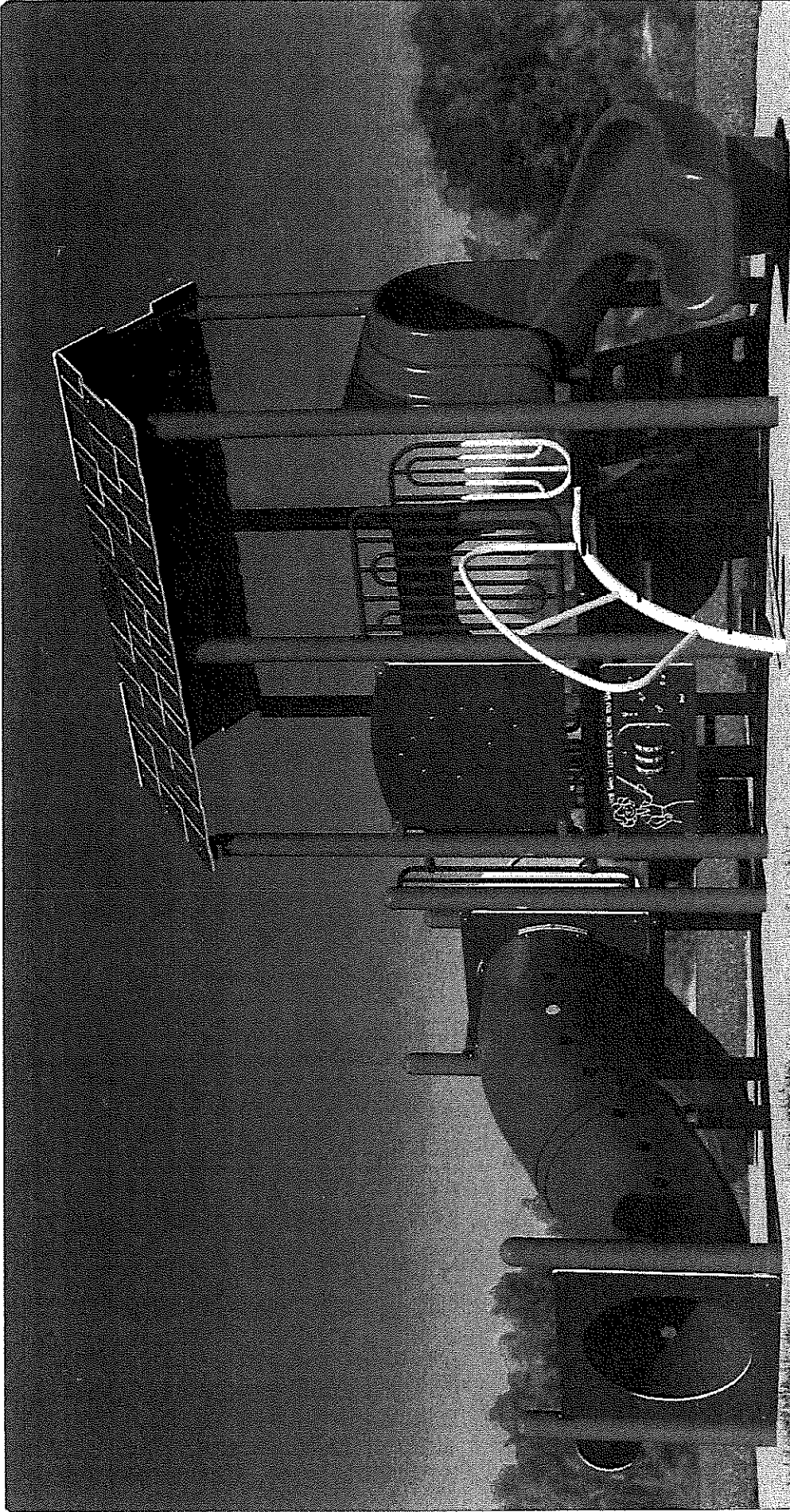
This Advertisement is issued by:

Owner: Town of Clifton Park

By: Phil Barrett

Title: Town Supervisor

Date: July 3, 2024



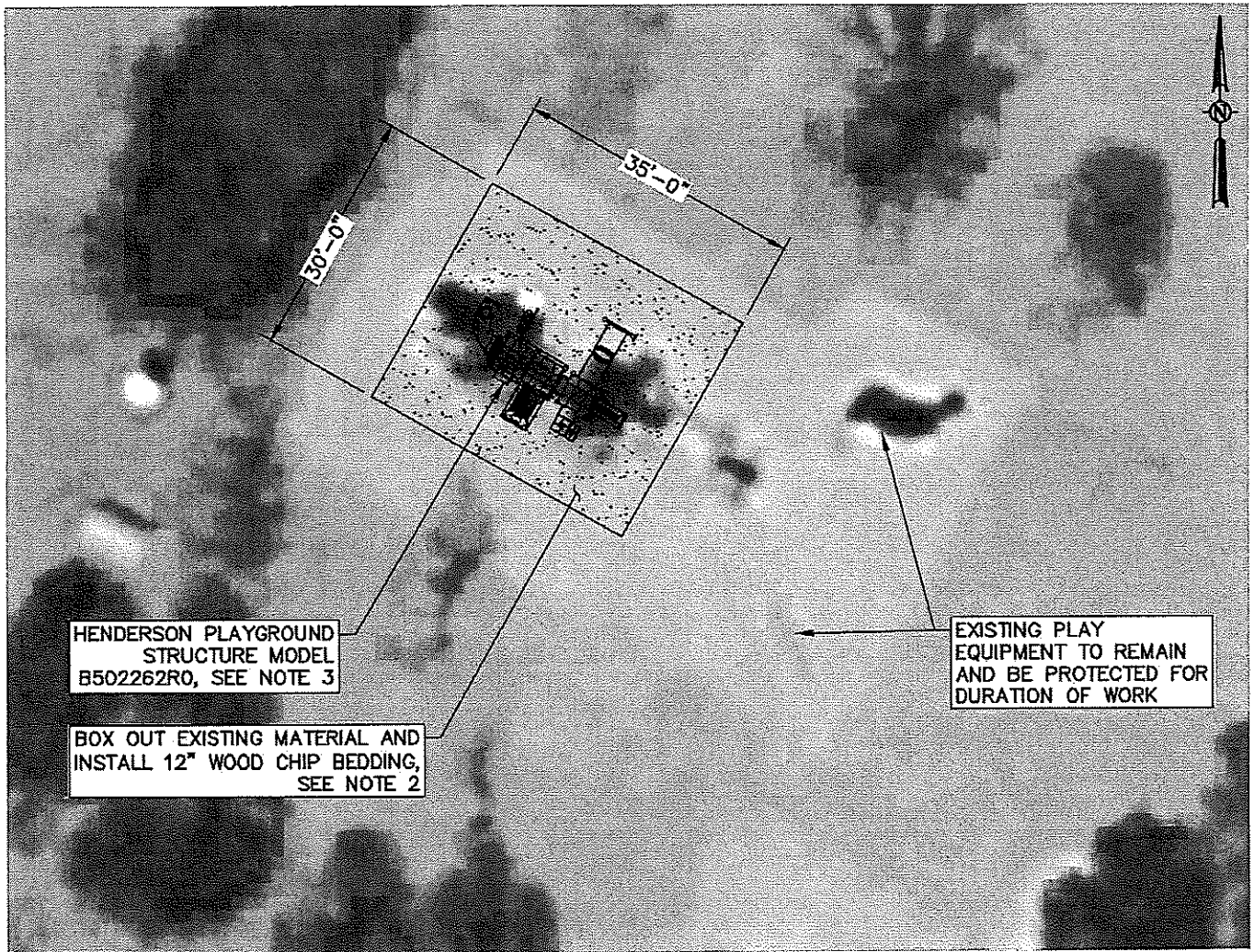
Brought to you by your local representative:

Colors:
 Posts: Charcoal
 Accents: Burgundy / Tan
 Roto-Plastic: Burgundy
 HDPE-Plastic: Brown / Tan

Henderson®
 Providing Playground Fun
 Model No. B502262RO



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NOTES:

1. EXISTING EQUIPMENT REMOVAL IS NOT IN CONTRACT AND WILL BE COMPLETED BY OTHERS.
2. FOR BIDDING PURPOSES ASSUME THE FOLLOWING:
 - CONTRACTOR TO COMPLETE BOXOUT, LEVELING, AND DISPOSAL OF EXISTING SURFACE MATERIAL AND EARTHWORK.
 - 12" OF WOOD MULCH BEDDING PROVIDED BY TOWN, INSTALLED BY CONTRACTOR. SEE DETAIL 2 ON SHEET 4.
3. REFER TO SPECIFICATION SECTION 116813 "PLAYGROUND EQUIPMENT" FOR PLAYGROUND EQUIPMENT DETAILS AND SPECIFICATIONS.
4. ALL PRODUCTS DESCRIBED ARE PROVIDED AS A BASIS OF DESIGN. PRODUCTS EQUAL TO THOSE DESCRIBED THAT MEET THE SAME DESIGN INTENT WILL BE CONSIDERED SUBJECT TO THE REVIEW AND APPROVAL BY THE ENGINEER.



LOCUST LANE PLAYGROUND IMPROVEMENTS
SITE LAYOUT PLAN
CLIFTON PARK, NY

SCALE: AS SHOWN
MJ PROJ. No.: 965.24
DATE: JUNE 2024
3

LOCUST LANE PLAYGROUND IMPROVEMENTS BID
7/19/24 @ 2PM

COMPANY NAME	TOTAL LUMP SUM BID AMOUNT
Gallo Construction Corp.	\$106,900
MA Schafer Construction	\$55,900



RESOLUTION

#6

Resolution No. of 2024, a resolution authorizing an agreement for the replacement of the dual compressors at Town Hall by Postler & Jaeckle Corp.

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

WHEREAS, the Director of Buildings, Parks, and Recreation, Daniel Clemens, requested a quote for the replacement of the dual compressors for the chiller system at One Town Hall Plaza from Postler & Jaeckle Corp, as they are the Town’s contracted service vendor, and

WHEREAS, Postler & Jaeckle Corp Mechanical Contractors, 9 Krey Blvd. Rensselaer, NY, submitted a quote in an amount not to exceed \$11, 687, and

WHEREAS, Mr. Clemens recommends that the quote from Postler & Jaeckle Corp be accepted; now therefore be it

RESOLVED, that the quote from Postler & Jaekle Corp. to replace the dual compressors in the Town Hall chiller system, be accepted for an amount not to exceed \$11,687, and be it further

RESOLVED, that the Director of Buildings, Parks, and Recreation is authorized to engage Postler & Jaekle Corp. for the project in an amount not to exceed \$11,687, to be paid from A-1620-00200 (General Fund -Town Hall Operations – Equipment).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, August 8, 2024 8:59 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 #887

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

Department: Buildings & Grounds

Your Name: Daniel Clemens

Your Email: dclemens@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 08/19/2024 ✓

Board Meeting Date: 08/19/2024 ✓

Alternate Date: 09/03/2024

Budget Number: A-1620-200

Budget Description: General Fund - Town Hall Operations - Equipment

Amount: 11,687.00

Brief Description: Emergency replacement of dual compressors for the town hall chiller by P&J. They are our contracted service contractor. AC went down 7/31, temp repair was made, will not last.

Add Supporting Docs:

[a39520ce8e504f56_Town_of_Clifton_Park_Town_Hall_York_Chiller_Compressor_Replacements_Proposal_PJ.pdf](#)

Additional Comments/Details: Would like to have on agenda and TB meeting same night please.

Agree to Terms: Agree

[unsubscribe](#)



August 6, 2024

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

Subject: Town Hall Chiller Repair

Dear: Dan Clemens

Postler & Jaeckle Corp is pleased to submit our quote to replace the compressor for the York Chiller.

Included:

- **Recovery of the R-410a refrigerant.**
- **Disconnect, removal and disposal of the twinned compressors.**
- **Install (2) York P# 1-01504055111 Scroll Compressors.**
- **Replace (2) Compressor Contactors P# 1-02435473000 95amp**
- **Replace the liquid line drier.**
- **Pressure test and evacuate the system. Recharge the R-410a refrigerant.**
- **Start and check operation of the new compressors.**

Excluded:

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

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



QUOTED PRICE: Eleven Thousand Six Hundred and Eighty Seven Dollars --
\$11,687.00 *

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

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

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

Service Manager Signature: Bart Callahan

Acceptance of Proposal

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

Payment Due upon completion.

Signature: _____

Date: _____

Print: _____

Scheduled Work Date: _____ (Subject To Parts Availability)

Bart Callahan - Service Manager
Cell: 518-560-0062
Email: bart.callahan@postler.com

RESOLUTION

#7

Resolution No. _____ of 2024, a resolution awarding a contract for purchasing fencing for the area between the Clifton Common and 46 Damask Drive.

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

WHEREAS, the Director of Buildings, Parks, and Recreation, Dan Clemens, requested quotes for fence panels and fence posts for the area between Clifton Common and 46 Damask Drive, and

WHEREAS, Bruce Fence Co., Inc., Latham, NY, submitted the sole conforming quote, in an amount not to exceed \$7,296, and

WHEREAS, Mr. Clemens recommends accepting the quote from Bruce Fence Co., Inc.; now therefore be it

RESOLVED, that the Director of Buildings, Parks and Recreation is authorized to accept the quote from Bruce Fence Co. Inc., to supply fence panels and fence posts for the area between the Clifton Common and 46 Damask Drive, which will be installed by the Town, to be paid from A-07112-00200 (General Fund- Clifton Common – Equipment).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, August 8, 2024 9:08 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 #888

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: 08/19/2024 ✓

Board Meeting Date: 08/19/2024 ✓

Alternate Date: 09/03/2024

Budget Number: A-7112-200

Budget Description: General Fund- Clifton Common - Equipment

Amount: 7,296.00

Brief Description: Purchase (12) stockade fence panels and (12) 5x5 fence posts from Bruce Fence Co. for \$7,296.00 to match existing fence.

Add Supporting Docs:

[1fed34cf144281b9_additional_fence_behind_46_Damask_packet_8.6.24.pdf](#)

Additional Comments/Details: We will be installing this ourselves between Softball and 46 Damask, extending the fence 100 feet.

Request same night resolution so we can complete the job while we have seasonal help please.

Agree to Terms: Agree

[unsubscribe](#)

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: August 6, 2024

**Description: Additional fencing at the common behind 46 Damask
(12) Pressure Treated 8x8 fence panels
(12) 5x5 pressure treated posts**

Vendor #1: Siena Fence - They do not do pressure treated fencing

Vendor #2: AFSCO - will not add onto existing - will not quote

Vendor #3: Bruce Fence Co. Inc. - \$7,296.00 *

Vendor #4: Precision Gate and Fence - no reply

Vendor #5:

Vendor #6:

Comments: Fence parts only - B&G installation

Decision: Bruce Fence - \$7,296.00



Town of Clifton Park Buildings & Grounds

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

The Town of Clifton Park, through the Buildings & Grounds Department seeks price quotes from qualified entities for fence and posts located at Clifton Park NY 12065.

Please supply a quote for material only:

(12) pressure treated wooden 8-foot-high x 8-foot wide dog-eared stockade style fence panels.

(12) pressure treated 12-foot long 5x5 posts with (3) pass through holes.

Please supply a separate price for installation.

Dispose of all waste properly

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

A minimum of prevailing wage rate as described by New York State must be paid.

The Town of Clifton Park reserves the right to reject any and all quotes.

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

Please contact Kieran Lynch at klynch@cliftonpark.org 518-888-4779 with any questions.

Quotes are due by Monday August 5, 2024 at 2:00pm.

SENT TO
4 COMPANIES
7/29/24

Dan Clemens

From: Jeremy Lawrence <jeremy@sienafence.com>
Sent: Monday, July 29, 2024 6:13 PM
To: Dan Clemens
Cc: Kieran Lynch
Subject: Re: quote please

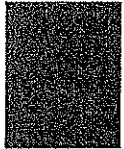
We do not do any pressure treated fencing.

Thanks for the opportunity

Jeremy

[Get Outlook for iOS](#)

From: Dan Clemens <DClemens@cliftonpark.org>
Sent: Monday, July 29, 2024 2:47:08 PM
To: Jeremy Lawrence <jeremy@sienafence.com>
Cc: Kieran Lynch <klynch@cliftonpark.org>
Subject: quote please



This email comes from outside the organization.

Do not click links or open attachments unless it is an email you expected to receive.

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

Thanks, Dan

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



Dan Clemens

From: Rich Marciano <richm@afsc-fence.com>
Sent: Wednesday, July 31, 2024 9:49 AM
To: Dan Clemens
Cc: Rich Marciano
Subject: RE: quote question!

That's what I thought...
Thanks for the opportunity...
Catch you on the next one!

Rich Marciano
Afsco Fence Co.
richm@afsc-fence.com
518-783-0395 Ext. 204

From: Dan Clemens [mailto:DClemens@cliftonpark.org]
Sent: Wednesday, July 31, 2024 7:21 AM
To: Rich Marciano <richm@afsc-fence.com>
Subject: Re: quote question!

It will be adding on to the existing fence

Daniel J. Clemens
Town of Clifton Park, NY
Director of Buildings, Parks and Recreation
cell: 518-281-5065
office: 518-371-6651 x248
dclemens@cliftonpark.org



Sent from my Verizon, Samsung Galaxy smartphone
[Get Outlook for Android](#)

From: Rich Marciano <richm@afsc-fence.com>
Sent: Tuesday, July 30, 2024 12:09:31 PM
To: Dan Clemens <DClemens@cliftonpark.org>
Cc: Rich Marciano <richm@afsc-fence.com>
Subject: RE: quote question!

Dan,

Got a question...

Am I to assume the new fence will butt up against the existing?

If so, we can't quote,

because we carry 1x6 PT boards for 8' high fence, not the 1x4's that are pictured.

Unless that doesn't matter...

If it goes in a separate area, we can quote.

Please advise...thanks,

Rich Marciano

Afscio Fence Co.

richm@afscio-fence.com

518-783-0395 Ext. 204

From: Dan Clemens [<mailto:DClemens@cliftonpark.org>]

Sent: Monday, July 29, 2024 2:58 PM

To: Rich Marciano <richm@afscio-fence.com>

Cc: Kieran Lynch <kllynch@cliftonpark.org>

Subject: RE: quote please

Thank you

Daniel J. Clemens

Director of Buildings, Parks, and Recreation

Town of Clifton Park, NY

O: 518-371-6651 ext. 248

C:518-281-5065

dclemens@cliftonpark.org



From: Rich Marciano <richm@afscio-fence.com>

Sent: Monday, July 29, 2024 2:58 PM

To: Dan Clemens <DClemens@cliftonpark.org>

Cc: Kieran Lynch <kllynch@cliftonpark.org>

Subject: RE: quote please

Received...be in touch!

Rich Marciano

Afscio Fence Co.

richm@afscio-fence.com

518-783-0395 Ext. 204

From: Dan Clemens [<mailto:DClemens@cliftonpark.org>]
Sent: Monday, July 29, 2024 2:49 PM
To: Rich Marciano <richm@afsco-fence.com>
Cc: Kieran Lynch <klynch@cliftonpark.org>
Subject: quote please

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

Thanks, Dan

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



BRUCE FENCE CO. INC.

3 Miles North of Latham Traffic Circle on Route 9

www.brucefence.com

RESIDENTIAL • INDUSTRIAL

1161 NEW LOUDON RD.
COHOES, NEW YORK 12047
518-783-8792 (phone)
518-783-0107 (fax)

Town of Clifton Park Building & Grounds

Owner's Name

One Town Hall Plaza

Address

Clifton Park, NY 12065

518.371.6551

Phone

Fax

518.371.1136

August 5, 2024

Date

Job Number

Installation Address

Gloucester Street
Visher Ferry Road

UFPO#

Nearest Cross Street

Attn: Kiernan Lynch
Cell # 518.888.4779
klynch@cliftonpark.org

Re: Clifton Common
Clifton Common Boulevard
Clifton Park, NY

Materials Only:

Furnish (12) panels of 8' x 8' dog eared style fencing and (12) 5" x 5" x 12' long line posts.

\$7,296.00

For installation, add

\$5,040.00

NOTE: Materials only to be picked up at Bruce Fence.

NOTE: No removal of existing fence is included. Clearing of fence lines to be done by others. No sales tax is included. Prevailing wage rates apply.

QUALIFICATIONS OF BIDS AS FOLLOWS:

All clearing, grading and layout of fence lines to be done by others.
Access to work area by rubber tired vehicles to be provided by others.
All excavation spoils to be cast along fence lines.
All work shall be completed in 1 mobilization.
Additional mobilizations, \$500. each.

Quotation includes 3 million dollar maximum liability insurance.
Underground utilities and structures shall be located and protected by others.
All retainage withheld shall be paid within 10 days of receipt of same by owner but not longer than 6 months after the invoice for the work.

In consideration, the Owner agrees to pay Bruce Fence Co., Inc. the sum of \$

Dollars,

This contract is subject to the terms and covenants and conditions on the reverse side hereof, and is not binding upon Bruce Fence Co., Inc. until accepted.

BRUCE FENCE CO. INC.

(Owner)

By Mark Bruce
Mark Bruce

By _____

You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction - see the attached Notice of Cancellation form for an explanation of this right.

RESOLUTION

#8

Resolution No. _____ of 2024, a resolution authorizing the purchase of a 2017 Chevrolet 4X4 pickup truck for use by the Buildings & Grounds Department.

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

WHEREAS, after assessing the needs of the Buildings & Grounds Department, Dan Clemens, Director of Buildings, Parks, and Recreation, has recommended the purchase of a 2017 Chevy 4X4 pickup truck to replace a 2012 Chevy Colorado pickup truck that will not pass inspection, and

WHEREAS, after reviewing the options available, Mr. Clemens has recommended that the truck be purchased from Upstate Auto Sales, for a total amount not to exceed \$12,971; now therefore be it

RESOLVED, that the Director of Buildings, Parks and Recreation is authorized to purchase a 2017 Chevrolet 4X4 pickup truck from Upstate Auto Sales, Hoosick Falls, NY, in an amount not to exceed \$12,971, to be paid from A-07110-00200 (General Fund- Buildings & Grounds-Equipment).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, August 13, 2024 11:34 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 #891

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: 08/19/2024 ✓
Board Meeting Date: 08/19/2024 ✓
Alternate Date: 09/03/2024
Budget Number: A-7110-200
Budget Description: General Fund - Buildings & Grounds - Equipment
Amount: 12,971.00
Brief Description: Purchase (1) 2017 Chevrolet Colorado - 4x4 from Upstate Auto Sales Inc. for \$12,971.00

We have an old Colorado that was passed down from the building department and have it set up with a small plow and ice melt tank. When we sent it for inspection the frame was found to be rotten right through in a few spots. We looked into making a patch repair but that is not possible unfortunately. We have stripped the old truck of all of our equipment and it will all be able to be installed on the 2017

Add Supporting Docs:
[6edc7e219e5beb22_2017_Colorado_packet_8.12.24.pdf](#)

Additional Comments/Details: I respectfully request that this be placed on the same nights town board agenda so we can get the truck before it is sold to someone else. It is the only 4x4 Chevy Colorado they have. Upstate Auto will hold it for 10 days only.

Agree to Terms: Agree

[unsubscribe](#)

We are requesting to purchase a 2017 Chevrolet Colorado (1GCHTBENXH1209701) from Upstate Auto Sales. We will be replacing a 2012 Chevrolet Colorado that we received from the Building and Development Dept a few years ago. The frame is rusted though in several spots and is unsafe and will not pass NY state inspection. This truck is used to plow and brine the bike paths through out the town. The decision to purchase from this vendor was that it is in stock and available. We have purchased multiple vehicles before From Upstate Auto Sales with great results. This truck will also utilize the current plow and brine tank we have on the 2012. Thank you

Agreement and Bill of Sale

Upstate Auto Sales Inc

3511 State Rt 7, Hoosick Falls, NY 12090
518-663-9089

BY AND BETWEEN

Facility # 7080620

Town of Clifton Park
AND

hereinafter designated "Purchaser" of

2 Town Hall Plaza

Clifton Park, NY 12065

ADDRESS

STATE

"The above named seller agrees to sell the hereinafter mentioned and described automobile and the above named purchaser agrees to purchase said automobile upon the following conditions, it being agreed by both parties hereto that this contract embodies all terms and conditions of sale."

518-371-6651 Dan Clemens

MILEAGE: 167,

STOCK NO.	MAKE AND TYPE OF CAR	MODEL	YEAR	VEHICLE IDENT. NO.	SALESMAN
36	Chevrolet PU	Colorado	2017	1GCHTBENXH1209701	JC
Cash Price of Car		\$ 12950	00	Cash on Delivery of Car	
Less Trade in Allowance		\$		Cash on Account with order	
Optional Warranty				Balance	
Term:				Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE.*	
Other:					
Total		\$ 12950	00		
Inspection		\$ 21	00		
Registration		\$		Total Balance	
Sales Tax Sara 7%		\$		Payable at rate of \$ per month for months	
Total Cash Price		\$ 12971	00		

The principal prior use of this vehicle was as: rental a police vehicle lease a taxicab or a driver education vehicle
 THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL TITLE FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND AMOUNT OVERPAID, FOR SUCH FEES.

Commercial vehicle: Electric Co.

PURCHASER

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicle fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

See attached: Acknowledgment of Purchase

Remarks: Vehicle is used with 167, miles

"The purchaser agrees to pay the seller the sum of \$ _____ on delivery of this agreement receipt of which is hereby acknowledged, and to pay the seller the balance due on or before _____, 20____ or purchaser hereby agrees to forfeit said amount to the seller as and for liquidated damage for his breach. Title will not pass to purchaser until payment in full has been made. If final payment is made by check, title will not pass until check is paid."
 The purchaser certifies that he is eighteen years of age and has full legal capacity to enter into this agreement, and that the car he is trading in is free and clear of all encumbrances whatsoever.

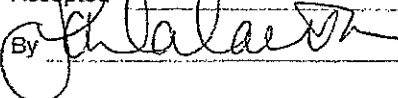
"IF THIS MOTOR VEHICLE IS CLASSIFIED AS A USED MOTOR VEHICLE, **Upstate Auto Sales Inc** CERTIFIES THAT THE ENTIRE VEHICLE IS IN CONDITION AND REPAIR TO RENDER, UNDER NORMAL USE, SATISFACTORY AND ADEQUATE SERVICE UPON THE PUBLIC HIGHWAY AT THE TIME OF DELIVERY."

"THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE."

DATED **August**, 20 **24**

Final Settlement of Bill
Must Be in Cash or Certified Check

Accepted **Upstate Auto Sales Inc**

By 

Sold subject to approval of an Executive of the Company _____

Delivery Accepted _____ 20 _____

Purchaser's Signature _____

upstateautosalesinc.com
518-663-9089
3511 NY RT 7
Hoosick Falls, New York
12090

Upstate Auto Sales

2017 Chevrolet Colorado Work Truck

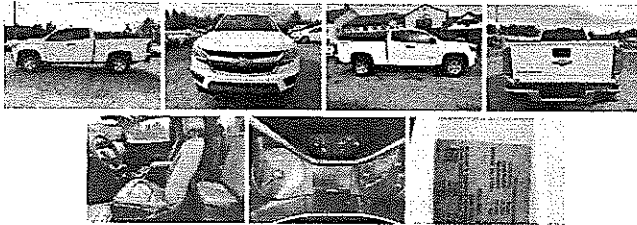
View this car on our website at upstateautosalesinc.com/7295927/ebrochure



Our Price **\$14,595**

Specifications:

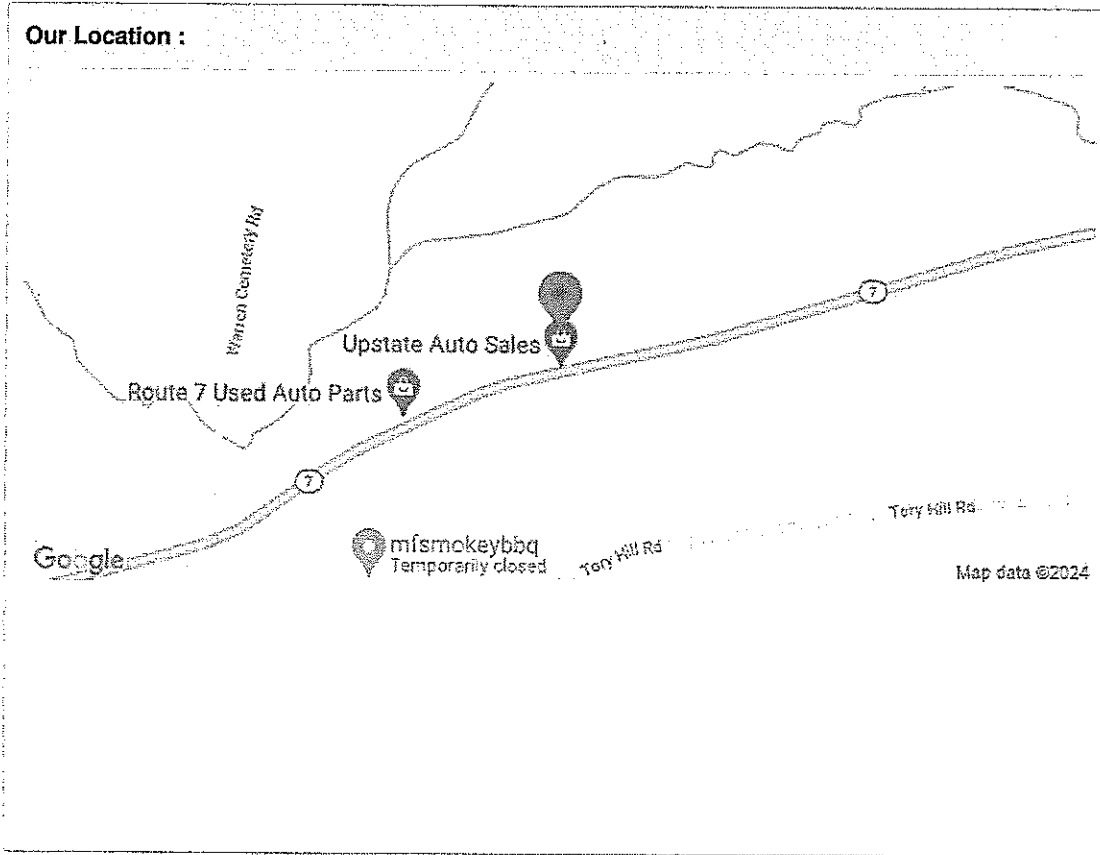
Year:	2017
VIN:	1GCHTBENXH1209701
Make:	Chevrolet
Stock:	T-36
Model/Trim:	Colorado Work Truck
Condition:	Pre-Owned
Exterior:	White
Engine:	3.6L V6 308hp 275ft. lbs.
Interior:	Gray Cloth
Transmission:	8-Speed Shiftable Automatic
Mileage:	167,340
Drivetrain:	4 Wheel Drive
Truck Type:	Commercial Pickup



2017 Chevrolet Colorado Work Truck

Upstate Auto Sales - 518-663-9089 - View this car on our website at upstateautosalesinc.com/7295927/ebrochure

Our Location :



2017 Chevrolet Colorado Work Truck
Upstate Auto Sales - 518-663-9089 - View this car on our website at upstateautosalesinc.com/7295927/ebrochure

Installed Options

Interior

- Air filtration- Front air conditioning- Floor mat material: carpet- Floor mats: front
- Power outlet(s): 12V front- Power steering: variable/speed-proportional- Clock
- Digital odometer- Multi-function display- Trip odometer- Driver seat power adjustments: 4
- Front seat type: bucket- Rear seat type: jumpseats- Upholstery: cloth

Exterior

- Front bumper color: body-color- Grille color: black with chrome accents- Pickup bed light
- Daytime running lights- Spare wheel type: aluminum alloy
- Tire Pressure Monitoring System- Wheels: steel- Front wipers: variable intermittent
- Power windows: safety reverse

Upstate Auto Sales
upstateautosalesinc.com
518-663-9089
3511 NY RT 7
Hoosick Falls, New York 12090

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RESOLUTION

#9

Resolution No. ____ of 2024, a resolution authorizing the Highway Department to install approximate “No Parking Anytime” signage along a portion of Westchester Drive.

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

WHEREAS, the Clifton Park Highway Safety Committee (CPHSC) reviewed a request for a solution to cars parking along a portion of Westchester Drive adjacent to Town Property along a horizontal curvature in the public ROW; and

WHEREAS, the CPHSC recommends that the Town deploy “No Parking Anytime” signage along the inside portion of the horizontal curve adjacent to Town Property as shown on the attached map; and

WHEREAS, parking along the said section of ROW creates a situation where vehicles, pedestrians, and cyclists may need to take unnecessary risks with oncoming traffic to avoid parked vehicles along the shoulder of the horizontal curve; and

WHEREAS, the U.S. Department of Transportation Federal Highway Administration reports that more than 25 percent of fatal crashes are associated with a horizontal curve, and the vast majority of these crashes are roadway departures. The average crash rate for horizontal curves is about three times that of other types of highway segments; now therefore be it

RESOLVED, that the Highway Department is authorized to install one R7-1 No Parking Anytime Sign; one R7-1L No Parking Anytime Sign; and one, R7-1R No Parking Anytime Sign in locations shown on the attached map; and be it further

RESOLVED, the authorized signs shall comply with all applicable MUTCD 11th Edition and current NYS Supplemental regulations, including shape, color, and location, and be it further,

RESOLVED, that a copy of this resolution shall be given to the Town security Department which is authorized to enforce the No Parking Anytime once the signage is deployed.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, July 29, 2024 11:17 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 #877

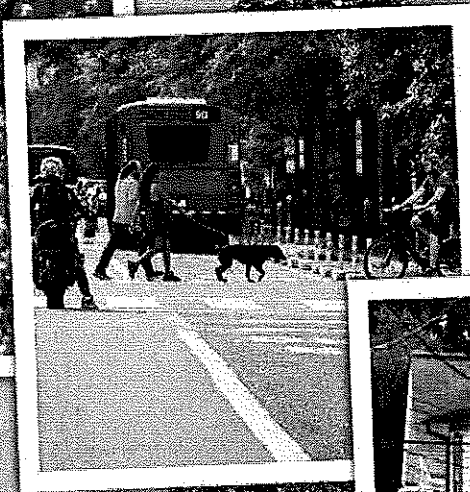
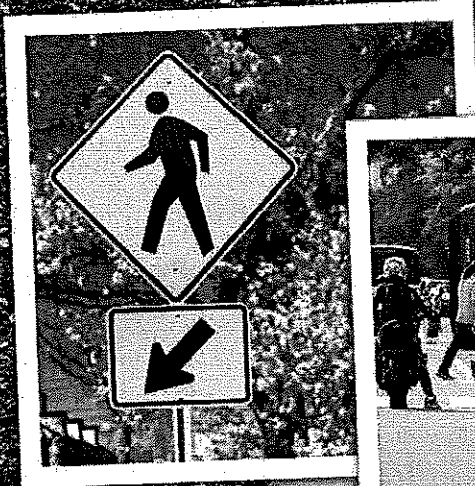
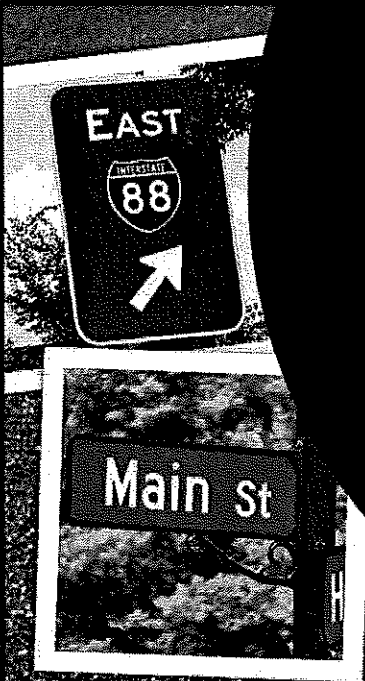
A new resolution request has been submitted. The details of this resolution request are included below.

Department: Planning Department
Your Name: John Scavo
Your Email: jscavo@cliftonpark.org
Sponsor: P. Barrett
Agenda Session Date: 08/05/2024 ✓
Board Meeting Date: 08/19/2024 ✓
Alternate Date: 09/03/2024
Budget Number: A3310-0215
Budget Description: Signs
Amount: TBD - Signs and Posts cost per State contract or lower
Brief Description: Authorize the installation of No Parking Anytime Signs along a portion of Westchester Drive.
Add Supporting Docs:
[db826f6e4f7fd3ad_Draft_Resolution.pdf](#)
[5051e3a2617661f4_MUTCD_11th_Edition_-_2023.pdf](#)

Additional Comments/Details: Supporting documentation attached.
Agree to Terms: Agree

[unsubscribe](#)

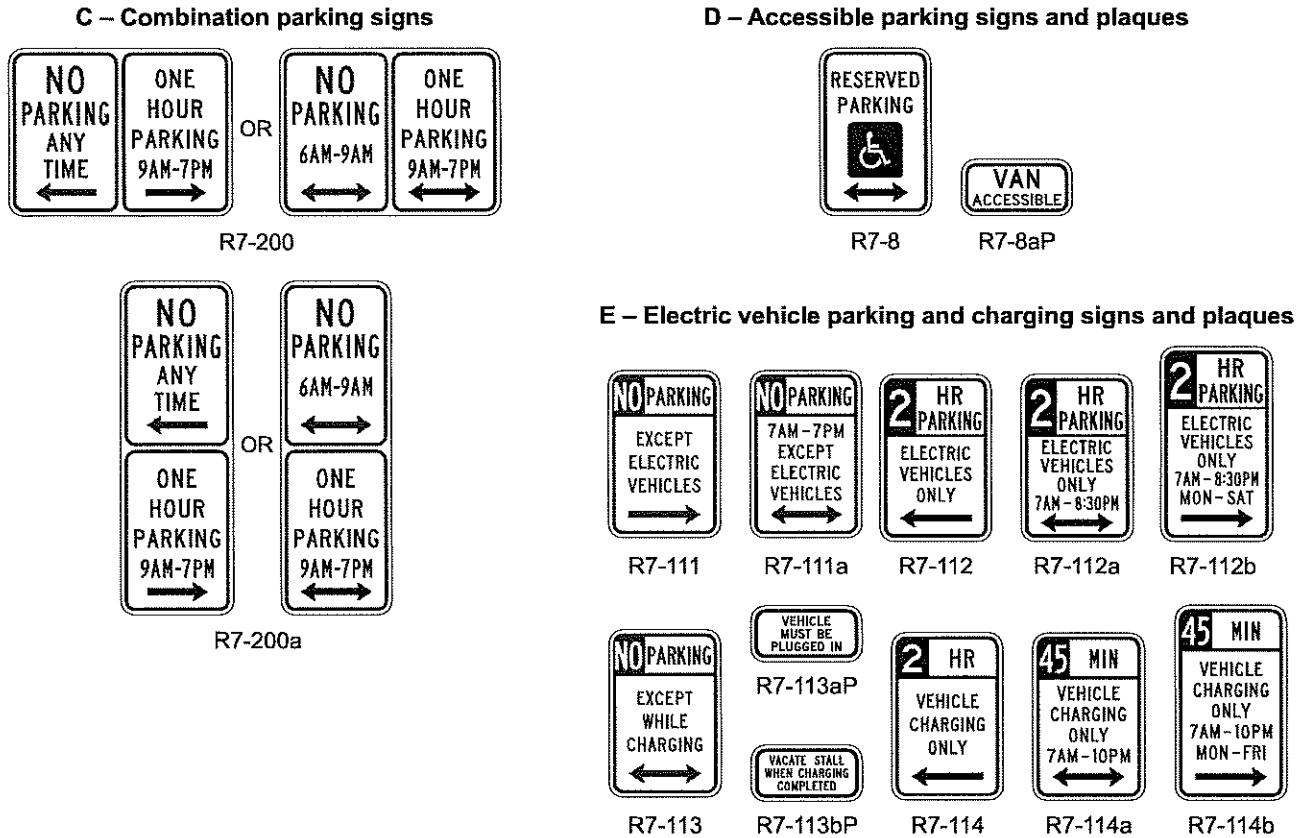
Manual on Uniform Traffic Control Devices for Streets and Highways 11th Edition



U.S. Department of Transportation
Federal Highway Administration

December 2023

Figure 2B-25. Parking, Standing, and Stopping Signs and Plaques (R7 and R8 Series) (Sheet 2 of 2)



Standard:

08 The times and days for which the parking regulations are in effect shall be posted if they are not in effect at all times of day or all days of the week.

Option:

09 As an alternate to the use of arrows to show designated restriction zones, the following word messages may be used: BEGIN, END, HERE TO CORNER, HERE TO ALLEY, and THIS SIDE OF SIGN.

10 The R8 series signs (see Drawing A in Figure 2B-25) may be used where sufficient notice of a parking prohibition is satisfied by the use of single signs and are not needed to designate the beginning and end of a zone in which parking is prohibited or restricted. In rural and certain other areas the legends NO PARKING ON PAVEMENT (R8-1) or NO STOPPING ON PAVEMENT (R8-5) are generally suitable and may be used where parking or stopping is allowed on an unpaved shoulder or border adjacent to the paved portion of the road. If a roadway has an adjacent paved shoulder on which parking or stopping is allowed, the legend NO PARKING EXCEPT ON SHOULDER (R8-2) or NO STOPPING EXCEPT ON SHOULDER (R8-6) may be used. The R8-3 symbol sign or the word message NO PARKING may be used to prohibit any parking along a roadway. Word legend supplemental plaques may be mounted below the NO PARKING signs or the word legend may be incorporated within signs whose sizes are increased accordingly. The R8-3 series signs may include word legends such as ON PAVEMENT (R8-3c), ON BRIDGE (R8-3d), ON TRACKS (R8-3e), and EXCEPT ON SHOULDERS (R8-3f).

Guidance:

11 Where special parking restrictions are imposed during heavy snowfall or a declared snow emergency, a Snow Emergency Route (R7-203) sign (see Drawing A in Figure 2B-25) should be installed. The legend should be modified to display the specific regulations. The upper section of the sign should display the designation as a snow emergency route in a white legend and border on a red background.

12 If a fee is charged for on-street parking and payments are made at a multi-space parking meter, instead of individual parking meters for each parking space, Metered Parking (R7-21 and R7-22) signs (see Drawing B in Figure 2B-25) should be used to define the area where the multi-space parking meter applies. The Multi-Space Parking Meter (R7-20) sign (see Drawing B in Figure 2B-25) should be used at the meter location to direct road users to the meter.

Option:

13 Where payments can be made electronically, such as by telephone or mobile application, the Mobile Parking Payment (R7-21aP) plaque (see Drawing B in Figure 2B-25) may be installed below or as part of the legend of a Metered Parking sign.

Standard:

14 **If the metered parking is subject to a maximum time limit, the appropriate time limit (number of hours or minutes) shall be displayed on the Metered Parking (R7-21 and R7-22) signs and, except as provided in Paragraph 15 of this Section, on the Multi-space Parking Meter (R7-20) signs.**

Option:

15 Where the maximum time limit varies by the time of the day or by the day of the week, the display of the time limits may be omitted from the R7-20 sign and, instead, be displayed on the multi-space parking meter so that they are visible to pedestrians as they make payments.

Standard:

16 **Where parking spaces are reserved for persons with disabilities, the Accessible Parking (R7-8) sign (see Drawing D in Figure 2B-25) shall be used to designate the space and shall display the official International Symbol of Accessibility.**

17 **Where parking spaces that are reserved for persons with disabilities are designed to accommodate wheelchair vans, a VAN ACCESSIBLE (R7-8aP) plaque (see Drawing D in Figure 2B-25) shall be mounted below the R7-8 sign.**

Guidance:

18 *Where parking spaces are designated for parking of electric vehicles, an Electric Vehicle Parking (R7-111 series, R7-112 series, and R7-113) sign (see Drawing E of Figure 2B-25) should be installed adjacent to the designated spaces. Where there is no time limit, the R7-111 series sign should be used. Where parking is subject to a time limit, the R7-112 series sign should be used.*

19 *Where parking spaces are only designated for charging of electric vehicles, an R7-113 sign or R7-114 series sign (see Drawing E in Figure 2B-25) should be installed adjacent to the designated spaces.*

20 *Where additional restrictions apply while a vehicle occupies the designated space, the R7-113P series plaques should be installed below the R7-113 sign or the R7-114 series signs.*

Option:

21 Where parking is prohibited during certain hours and time-limited parking or parking in a particular manner is allowed during certain other time periods, the red Parking Prohibition and green Permissive Parking signs may be designed as follows (see Drawing C in Figure 2B-25):

A. Two 12 x 18-inch parking signs may be used with the red Parking Prohibition (R7-1) sign installed above or to the left of the green Permissive Parking (R7-108) sign; or

B. A single sign (R7-200 or R7-200a) may be used.

22 At the transition point between two parking zones, a single sign (R7-200 or R7-200a) or two signs mounted side-by-side may be used.

23 The words NO PARKING may be used as an alternative to the No Parking symbol (see the R7-2a sign in Drawing A in Figure 2B-25).

24 Alternate designs for the R7-107 sign may be developed such as the R7-107a sign (see Drawing A in Figure 2B-25). Alternate designs may include, on a single sign, a transit logo, an approved bus symbol, a parking prohibition, the words BUS STOP, and an arrow. The reverse side of the R7-107 series signs may display bus routing information for pedestrians.

25 A Tow-Away Zone (R7-201P or R7-201aP) plaque (see Drawing A in Figure 2B-25) may be mounted below any parking prohibition sign. The word legend TOW-AWAY ZONE may be incorporated into the parking prohibition sign in lieu of using a separate plaque.

26 The R7-201P plaque may have a black or red symbol and border on a white background.

Guidance:

27 *When a legend other than that on the standard parking signs is necessary, letter height, symbol size, and basic sign layout should be consistent with the those shown on the standard parking signs as detailed in the "Standard Highway Signs" publication (see Section 1A.05.)*

28 *In general, the letter height of the principal legend on parking signs sized for urbanized applications should be at least 2 inches.*

Section 2B.54 Placement of Parking, Standing, and Stopping Signs**Support:**

- 01 The efficacy of parking, standing, and stopping signs, when used on conventional roads in urbanized or developed environments, depends on their visibility and consistent placement along a street or within a particular block. It is often impracticable for the entire legend to be legible from similar distances as for other types of signs. Therefore, it is important that their conventional form be recognizable from an adequate distance such that the road user can obtain the information upon closer inspection.

Guidance:

- 02 *When signs with arrows are used to indicate the extent of the restricted zones, the signs should be set at an angle of not less than 30 degrees or more than 45 degrees with the line of traffic flow in order to be visible to approaching traffic.*
- 03 *When signs are placed at the head of perpendicular parking stalls, the signs should be parallel to the roadway facing the parking stall.*
- 04 *Spacing of signs should be based on legibility, conspicuity, and sign orientation.*
- 05 *If the zone is long, signs should be used at intermediate points within the zone.*
- 06 *If the signs are mounted at an angle of 90 degrees to the curb line, two signs should be mounted back to back at the transition point between two parking zones, each with an appended THIS SIDE OF SIGN (R7-202P) supplemental plaque (see Drawing A in Figure 2B-25).*
- 07 *If the signs are mounted at an angle of 90 degrees to the curb line, signs without any arrows or appended plaques should be used at intermediate points within a parking zone, facing in the direction of approaching traffic. Otherwise, the standards of placement should be the same as for signs using directional arrows.*

Option:

- 08 Blanket parking regulations that apply to an entire jurisdiction may, if legal, be posted in the vicinity of the jurisdictional boundary lines. Blanket parking regulations that apply to a posted zone or district may, if legal, be posted at the entry points to the zone or district.

Section 2B.55 Emergency Restriction Signs (R8-4 and R8-7)**Standard:**

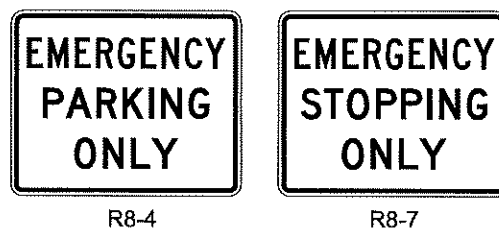
- 01 **Emergency Restriction signs (see Figure 2B-26) shall be rectangular and shall have a black legend and border on a white background.**

Option:

- 02 The EMERGENCY PARKING ONLY (R8-4) sign or the EMERGENCY STOPPING ONLY (R8-7) sign may be used to discourage or prohibit shoulder parking, particularly where scenic or other attractions create a tendency for road users to desire to stop temporarily.

Support:

- 03 Section 8B.07 contains information for the use of the DO NOT STOP ON TRACKS (R8-8) sign (see Figure 8B-1) to discourage or prohibit parking or stopping on railroad or light rail transit tracks.

Figure 2B-26. Emergency Restriction Signs

RESOLUTION
#10

Resolution No. _____ of 2024, a resolution authorizing Straight Line Industries to install pavement markings along a portion of Maxwell Drive in Clifton Park.

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

WHEREAS, the Superintendent of Highways, Dahn Bull, solicited quotes for street striping along the northern portion of Maxwell Drive, and

WHEREAS, Straight Line Industries submitted the sole quote to stripe the above-referenced road, at the cost not to exceed \$19,900, and

WHEREAS, the Superintendent of Highways recommends that Straight Line Industries, 5 Arrowhead Lane, Cohoes NY be authorized to install the pavement markings; now, therefore be it

RESOLVED, that Straight Line Industries, Cohoes, NY is authorized to stripe Maxwell Drive between Route 146 and Plank Road, at a cost not to exceed \$19,900, to be paid from DA-05110-00215 (Highway Fund-General Construction-Traffic Safety).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, July 29, 2024 11:36 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 #878

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

Department: Highway
Your Name: Dahn S. Bull
Your Email: dbull@cliftonpark.org
Sponsor: D. Bull
Agenda Session Date: 08/05/2024 ✓
Board Meeting Date: 08/19/2024 ✓
Alternate Date: 08/19/2024
Budget Number: A-3310-215
Budget Description: Traf/Safety/Signs
Amount: \$19,900.00
Brief Description: A resolution hiring Straight Line Industries to provide painting services for Maxwell Drive.

There will need to be a transfer from the General Fund to supplement the current Traf/Safety/Signs budget line.

Add Supporting Docs:

[063be4c11cda6e69_20240729113336576-1.pdf](#)

Additional Comments/Details: Section 1160 of the Vehicle and Traffic Law identifies the Town Board as the responsible party for the implementation of traffic signs and pavement markings. Since these items need to be authorized by local law or resolution to be enforceable and the board is responsible for passing these laws/resolutions, the authority to direct the use of these items is under the direction of the Board. The Highway Department is responsible for their installation and maintenance. As such, the costs related to these items would come from the General Fund. These costs include their purchase, installation and maintenance. Road striping costs should come from the General Fund.

Agree to Terms: Agree

[unsubscribe](#)



DAHN S. BULL
SUPERINTENDENT OF HIGHWAYS

FILE COPY

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: July 29, 2024
RE: Resolution for Striping Maxwell Drive

Recently, we performed several stormwater improvements along Maxwell Drive, in the Exit 9 Commerce area. This included adding underdrains along the shoulder of Maxwell Road to combat rising ground water from the installation of a retention pond at 10 Maxwell Drive.

The northern portion of Maxwell Drive has been slated to be reconstructed this year and will require the addition of traffic markings after repaving. Due to the numerous lanes and markings, as in the past, we went out and searched for quotes for pavement marking placement. See attached for the vendors that were contacted.

We received one quote. Straight Line Industries submitted a bid for \$19,900.00. We have worked with Straight Line Industries in the past for similar projects. While providing material, equipment and labor for the project, Straight Line also provides excellent traffic control which is necessary in this area of Town.

Historically, Saratoga County Department of Public Work "refreshes" our center and shoulder lines (yellow and white lines) annually, but the striping of Maxwell Drive is out of their scope. We will be coordinating with Straight Line Industries and Evolution Construction in Late August for completion of Maxwell Drive, working outside of the current sidewalk project which should be finished by mid-August.

Dahn S. Bull

Dahn Bull

From: Dahn Bull
Sent: Tuesday, June 11, 2024 11:31 AM
Cc: Heather, Schultz; Ellenmarie Martin
Subject: RE: Request for Quote - Striping, Painting Maxwell Road, Town of Clifton Park, NY
Attachments: 20240611113222091.pdf

Good Morning,

The Town of Clifton Park Highway Department is looking for a vendor to paint lines, text and arrows in a public road that will be reconstructed this summer. The road to be restriped would be within the Exit 9 Commerce Area, specifically Maxwell Road, from State Route 146 to Plank Road. The Department would like to have the original painting (as seen below and attached) of the road as previously painted.

Attached, please find a request for a quote for street striping, painting and labeling a stretch of Maxwell Road, in Clifton Park's Exit 9 Commercial area. Quotes are due back by July 5, 2024, at 3:00 PM. If you have any questions, please reach out to me at (518) 371-7310, or email me at dbull@cliftonpark.org. Thank you.

Sincerely,

Dahn S. Bull
Superintendent of Highways
Town of Clifton Park
639 Clifton Park Center Road
Clifton Park, NY 12065
Tel: (518) 371-7310
Fax: (518) 373-0039
dbull@cliftonpark.org



Dahn Bull

From: Dahn Bull
Sent: Tuesday, June 11, 2024 11:33 AM
To: 'info@acepave.com'
Subject: FW: Request for Quote - Striping, Painting Maxwell Road, Town of Clifton Park, NY
Attachments: 20240611113222091.pdf

Good Morning,

The Town of Clifton Park Highway Department is looking for a vendor to paint lines, text and arrows in a public road that will be reconstructed this summer. The road to be restriped would be within the Exit 9 Commerce Area, specifically Maxwell Road, from State Route 146 to Plank Road. The Department would like to have the original painting (as seen below and attached) of the road as previously painted.

Attached, please find a request for a quote for street striping, painting and labeling a stretch of Maxwell Road, in Clifton Park's Exit 9 Commercial area. Quotes are due back by July 5, 2024, at 3:00 PM. If you have any questions, please reach out to me at (518) 371-7310, or email me at dbull@cliftonpark.org. Thank you.

Sincerely,

Dahn S. Bull
Superintendent of Highways
Town of Clifton Park
639 Clifton Park Center Road
Clifton Park, NY 12065
Tel: (518) 371-7310
Fax: (518) 373-0039
dbull@cliftonpark.org





DAHN S. BULL

SUPERINTENDENT OF HIGHWAYS

**STREET STRIPING AND LANE PAINTING
REQUEST FOR QUOTES**

Clifton Park Highway Department

Due: July 5, 2024, 3:00 PM

Town Clerks Office, 1 Town Hall Plaza, Clifton Park, New York 12065

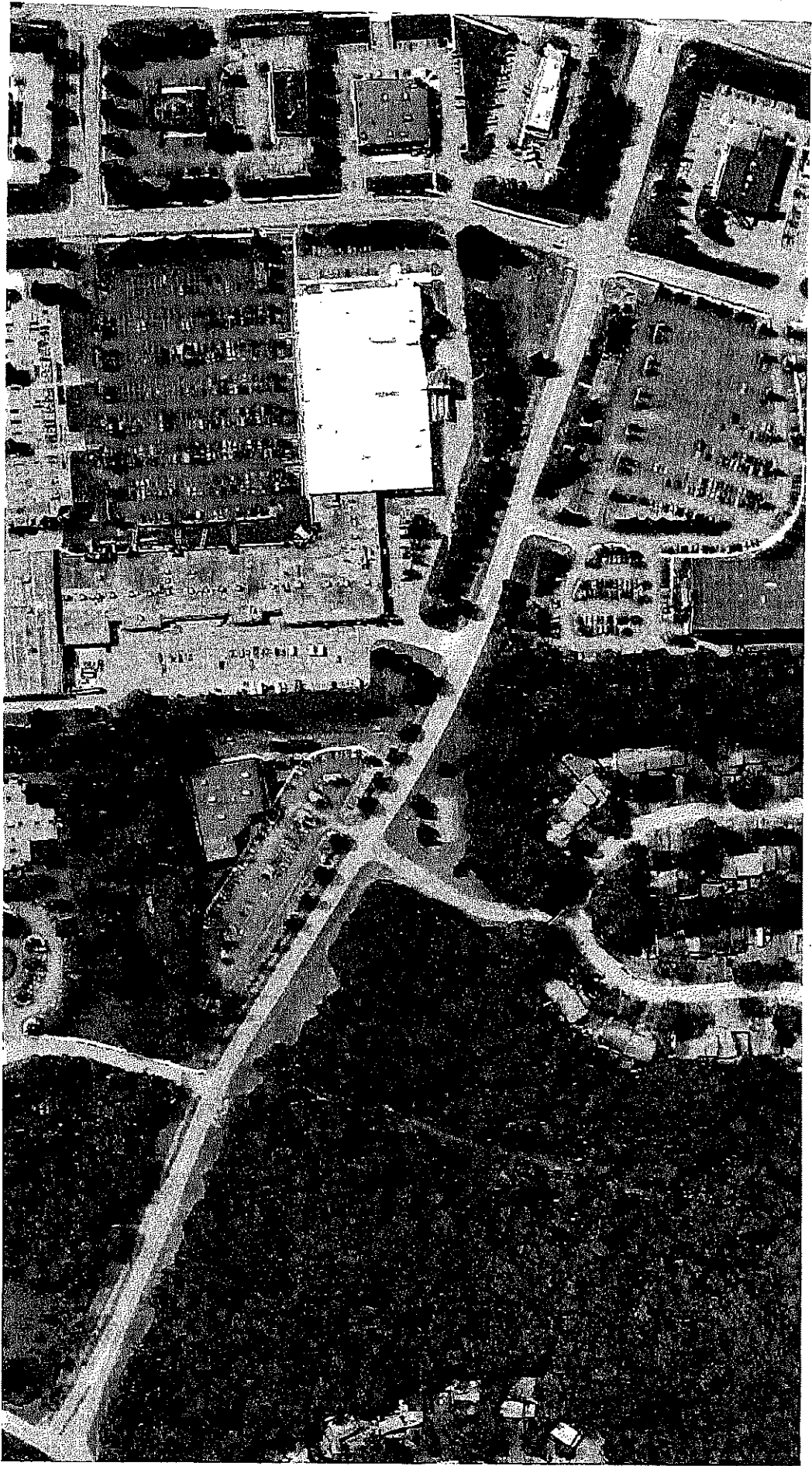
Description:

The Town of Clifton Park Highway Department is looking for a vendor to paint lines, text and arrows in a public road that will be reconstructed this summer. The road to be restriped would be within the Exit 9 Commerce Area, specifically Maxwell Road, from State Route 146 to Plank Road. The Department would like to have the original painting (as seen below and attached) of the road as previously painted.

For questions, please call Dahn Bull, Clifton Park Highway Department Superintendent, at (518) 371-7310, or email him at dbull@cliftonpark.org.

Please provide quotes to the Town Clerks Office at 1 Town Hall Plaza, Clifton Park, New York 12065, no later than 3:00 PM, on July 5, 2025.





List of Local Street Striping Companies

A-line Striping:

(518)505-8691

Alinestriping.rd@gmail.com

Ace Line Striping & Pavement Marking:

(518)785-0096

info@acepave.com

City Mark Striping, LLC:

(518)489-0676

vanessa@citymarkstriping.com

Prestige Sealcoating, LLC:

(518)477-6123

Donna- droma27@gmail.com

Straight Line Industries, Inc.:

(518)220-2000

debbie@straightlineind.com

Accent Stripe Inc.

716-823-7704

Linda - linda@accentstripe.com

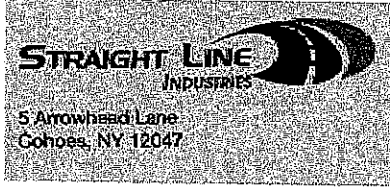
Dahn Bull

From: Debbie Boyland <debbie@straightlineind.com>
Sent: Wednesday, July 3, 2024 9:49 AM
To: Dahn Bull
Subject: RE: Request for Quote - Striping, Painting Maxwell Road, Town of Clifton Park, NY
Attachments: Maxwell Road - Clifton Park, NY.pdf

Hello,
Attached is our quotation for the Maxwell Road striping project. If you have any questions, please contact our office.

Debbie

Debbie Boyland
Phone 518-220-2000
Fax 518-220-9993



From: Dahn Bull <DBull@cliftonpark.org>
Sent: Tuesday, June 11, 2024 11:29 AM
Cc: Heather, Schultz <hschultz@cliftonpark.org>; Ellenmarie Martin <emartin@cliftonpark.org>
Subject: RE: Request for Quote - Striping, Painting Maxwell Road, Town of Clifton Park, NY

Good Morning,

The Town of Clifton Park Highway Department is looking for a vendor to paint lines, text and arrows in a public road that will be reconstructed this summer. The road to be restriped would be within the Exit 9 Commerce Area, specifically Maxwell Road, from State Route 146 to Plank Road. The Department would like to have the original painting (as seen below and attached) of the road as previously painted.

Attached, please find a request for a quote for street striping, painting and labeling a stretch of Maxwell Road, in Clifton Park's Exit 9 Commercial area. Quotes are due back by July 5, 2024, at 3:00 PM. If you have any questions, please reach out to me at (518) 371-7310, or email me at dbull@cliftonpark.org. Thank you.

Sincerely,

Dahn S. Bull
Superintendent of Highways
Town of Clifton Park
639 Clifton Park Center Road
Clifton Park, NY 12065
Tel: (518) 371-7310
Fax: (518) 373-0039
dbull@cliftonpark.org



5 Arrowhead Lane
Cohoes, NY 12047

Phone: 518-220-2000
Fax: 518-220-9993

PRICE QUOTATION

TO: Estimator
FROM: Richard A. Fremont
DATE: July 3, 2024
RE: Maxwell Road
Clifton Park, NY

We appreciate your consideration of the following price quotation:

We will provide materials, labor, and equipment to install pavement markings on Maxwell Road from NYS Route 146 to Plank Road. The price includes long line, crosswalks, stop bars, symbols and legends (4" white line – 6,195 LF, 12" white crosswalk – 524 LF, 18" white stop bar – 129 LF, 4" yellow line – 5,694 LF, 112" yellow hatch – 825 LF, directional arrows – 18 EA, and letters – 44 EA).

Straight Line Industries will provide insurance (GL, WC, DBL & umbrella) at our current limits. We do not provide any pollution, marine, railroad or professional liability insurance. Anything above our current levels will be addressed as needed.

Delays while on site as scheduled will be billed additional. The costs of such delays include, but are not limited to payroll, payroll taxes and insurance and equipment costs.

There are no warranties expressed or implied on any pavement markings. In the event SLI is directed to install pavement markings outside of NYS specification (Traffic Paint/Epoxy-spec temperature of 50 degrees and rising; and/or preformed tape specification installation dates of May 15th to Sept 1st and a minimum of 70 degrees) the GC will be responsible for payment of any/all pavement markings installed regardless of whether or not payment is made by NYS and/or other municipality/property owner.

Straight Line Industries will not sign any project labor agreements.

Holidays and weekends will be billed extra, as will any applicable New York State sales tax. This quotation is good for 60 days.

WATERBORNE PAINT - LUMP SUM PRICE - \$15,900.00

EPOXY PAINT – LUMP SUM PRICE: \$19,900.00

Dahn Bull

From: A-Line Striping <alinesstriping.rd@gmail.com>
Sent: Tuesday, June 11, 2024 11:40 AM
To: Dahn Bull
Subject: Re: Request for Quote - Striping, Painting Maxwell Road, Town of Clifton Park, NY

Dear Mr. Bull,

Unfortunately, we are not equipped at this time for road work. Thank you for contacting us but as of this season we only do commercial parking lots.

Thank You,

Mike DiPace
518-932-5135

On Tue, Jun 11, 2024 at 11:28 AM Dahn Bull <DBull@cliftonpark.org> wrote:

Good Morning,

The Town of Clifton Park Highway Department is looking for a vendor to paint lines, text and arrows in a public road that will be reconstructed this summer. The road to be restriped would be within the Exit 9 Commerce Area, specifically Maxwell Road, from State Route 146 to Plank Road. The Department would like to have the original painting (as seen below and attached) of the road as previously painted.

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Sincerely,

Dahn S. Bull

Superintendent of Highways

Town of Clifton Park

639 Clifton Park Center Road

Clifton Park, NY 12065

RESOLUTION

#11

Resolution No. ___ of 2024, a resolution authorizing the purchase of an Automated External Defibrillator (AED) and cabinet to house the AED, for Veterans Memorial Park.

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

WHEREAS, the Director of Safety and Security, Louis Pasquarell, has recommended that the Town purchase the AED and cabinet to be installed at the Veterans Memorial Park, at a cost not to exceed \$2,211, and

WHEREAS, the installment of the AED and cabinet would be a benefit to the Town and the residents; now therefore be it

RESOLVED, that the Director of Safety & Security is authorized to purchase an Automated External Defibrillator (AED) and cabinet, at a cost not to exceed \$2,211, to be paid with an increase in Gifts & Donation , A-2705, and an increase in expenditures in A-3010-200 (General Fund – Safety – Equipment).



Town of Clifton Park

Town Board Resolution Request Form

Town Board and Staff Click COMPLETE FORM and submit a resolution request.

Department *

Safety

Your Name *

Lou Pasquarell

Your Email *

lpasquarell@cliftonpark.org

Sponsor *

Supervisor Barrett

Sponsor/Contact as shown on the agenda.

Agenda Session Date *

08/20/2024 ✓

Submissions are typically due by 5:00 PM on Friday prior to the meeting, however may be subject to change due to holiday schedules. Submissions are subject to review for completeness by Town Attorney and Comptroller, therefore requested date may change.

Board Meeting Date *

09/03/2024

Alternate Date *

08/19/2024

Budget Number *

Budget Description *

AED and Cabinet will be placed at the Veteran Memorial Park.

Amount *

\$2211.00

Brief Description *

1 - Philips Heart-Start FRx Defibrillator Unit - Cost \$1,564.00
1 - AIVIA Outdoor Wall Cabinet with Audible Alarm, Fan, Heater and Power Supply - Cost \$647.00

Add Supporting Docs

Drag and drop files here or

Up to 3 documents.

Additional Comments/Details *

Agree to Terms *

Agree

Please note that all requests are reviewed for completeness and subject to approval. Incomplete or late submissions may be delayed to the next meeting.



3151 Executive Way
Miramar, FL 33025
1-800-884-6480

Quote

#QUO33684

06/11/2024

Bill To

Town of Clifton Park
NY
United States

Ship To

Town of Clifton Park
NY
United States

TOTAL

\$1,564.00

Expires: 07/11/2024

Expires
07/11/2024

Exp. Close
07/11/2024

Shipping Attention

Sales Rep
Alex - AA

Partner

Shipping Method
FedEx Ground®
AA

QTY	Item	Options	Tax	Rate	Amount
1	P-861304PMC Philips HeartStart FRx Defibrillator Unit		No	\$1,944.00	\$1,944.00
1	P-989803139251PMC Carrying Case, FRx Defibrillator		No	\$0.00	\$0.00
1	AMERSERV American AED Complimentary Items		No	\$0.00	\$0.00
1	AED Decals AED Window Decals		No		
1	AA-Poster AED Poster		No		
1	AA-Tag Inspection Tag		No		
1	AMERICAN AED LIFETIME MAINTENANCE NOTIFICATION & SUPPORT AED Maintenance Notification		No		
1	OBC-FRK Fast Response Kit - Red		No		
1	AA-Discount Discount		No	(\$400.00)	(\$400.00)

Subtotal	\$1,544.00
Shipping Costs	\$20.00
Tax Total (0%)	\$0.00
Total	\$1,564.00



QUO33684



Quote

AED Brands
55 Chastain Road, NW
Suite 112
Kennesaw GA 30144
United States

Date	Quote
07/09/2024	72028

Bill To
Town of Clifton Park 1 Town Hall Plaza Clifton Park NY 12065 United States

Ship To
Town of Clifton Park 1 Town Hall Plaza Clifton Park NY 12065 United States

Quote Expires	Sales Rep
09/07/2024	Reagan Smith

Item number	Description	Qty	Rate	Amount
Aivia 200	AIVIA Outdoor Wall Cabinet with Audible Alarm, Fan, Heater, and Power Supply	1	\$647.00	\$647.00
			Subtotal	\$647.00
			Shipping Cost	
			Tax Total	\$0.00
			Total	\$647.00

Upon acceptance of this quote, please provide the following:
 Accurate shipping and billing address
 Billing email address
 Purchase Order # if applicable
 Tax exempt? Please request a tax-exempt link from your sales rep to upload your certificate.
 Quote Good for 60 Days

WALL CABINET FOR AUTOMATED EXTERNAL DEFIBRILLATOR (AED)

OVERVIEW

The AIVIA® 200 is suitable for indoor or outdoor use.

Combining strength and lightness AIVIA® is composed of two distinct parts:

- The polycarbonate cover
- The ABS base

These materials are well known in the industry, giving excellent shock resistance properties.



AIVIA® 200

LABELING

The survival sequence and three clear pictograms with instruction for use are shown on the front cover. The AED acronym and the defibrillator logo (heart broken by an electric spark) are on the sides.

FEATURES

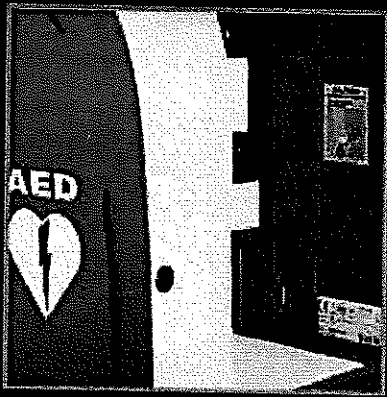
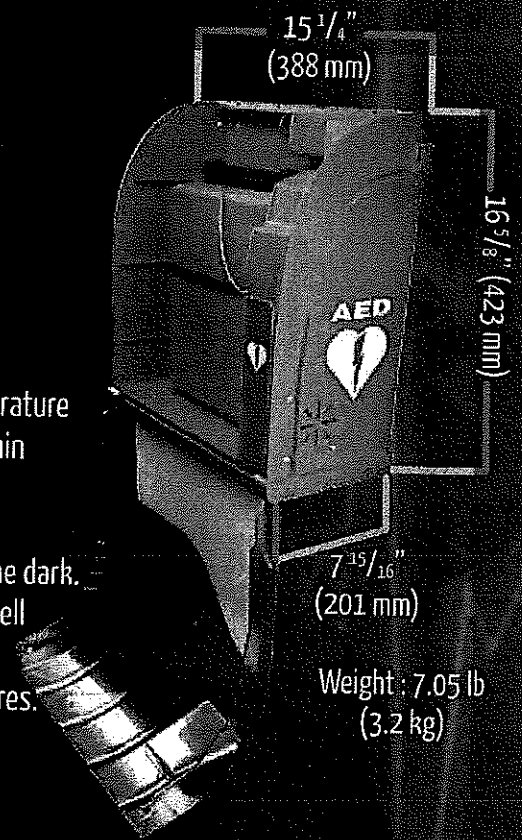
A controlled convection heating and fan systems are activated through a temperature sensor and configured thresholds maintain the AED operating temperature within certain limits.

Open access to the AED is protected by security seals.

A luminosity sensor automatically activates white LEDs when the AIVIA® is in the dark.

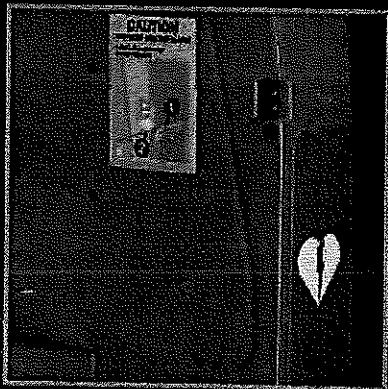
Removing the AED automatically triggers a visual alarm (flashing red LEDs) as well as an audible alarm (103 dB).

A visual alarm using red LEDs signals anomalies such as out of range temperatures.



LOCATION

The mains power supply (24 volts DC) allows the operation of the heating and fan systems. With this specificity as well as its intelligent design, the AIVIA® 200 is suitable for outdoor positioning, in public and private sites.



Light level sensor for automatic day/night lighting. Red and white LEDs.



Wall mount holes $5/16$ " (8 mm). Security seals.



HD1PY

THOMPSON CENTER WATERS
5453 WEST WATERS AVENUE - SUITE 105
TAMPA, FL 33634
Phone: +1-813-515-6995