




TOWN OF CLIFTON PARK TOWN BOARD MEETING

August 18, 2025

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

 ONLINE BOARD MEETINGS

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

II. Pledge to Flag

III. Roll Call

IV. Approval of Town Board Minutes

V. Communications/Announcements

VI. Business

- **Recognize the Shenendehowa 2025 Girls' Track 4x1 Mile Relay Team**
- **Recognize Alexandra Verrigni for her years of volunteer service as a member of the Historic Preservation Commission**
- **Public Hearing: 7:05pm- Proposed amendments to Town Code Chapter 194, Vehicles and Traffic, regarding stopping or standing in fire lanes.**
- **Public Hearing: 7:07pm- Proposed amendment to Town Code to add Chapter 93- Animals**
- **Public Hearing: 7:09pm- Proposed extension of Cannabis Cultivation Moratorium**
- **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

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING TO CONSIDER A LOCAL LAW
ESTABLISHING AMENDMENTS TO TOWN CODE CHAPTER 194 VEHICLES & TRAFFIC
REGARDING STOPPING OR STANDING IN FIRE LANES

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on August 18, 2025 at 7:05 p.m. in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York whereas, the Town Board wishes to clarify the provisions in chapter 194, Vehicles and Traffic.

Copies of the proposed local law are posted on our website cliftonparkny.gov and are also available for review in the Town Clerk's office during normal business hours.

Stephanie Ranze, Town Clerk

Suggested amendment to Sec. 194-2 and 194-5(j).

§194-2

PARKING

When parking is prohibited by this chapter, no person shall park a vehicle, whether occupied or not, but may stop or stand temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers or in the event of an emergency. A vehicle stopped or standing in a fire lane shall be occupied at all times by a licensed driver while loading or unloading merchandise or passengers.

Parking is further defined as the standing of a vehicle, whether occupied or unoccupied, other than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.

Standing is defined as stopping a vehicle, whether occupied or unoccupied, other than temporarily for the purpose of and while actually engaged in receiving or discharging passengers.

Stopping is defined as halting momentarily a vehicle, whether occupied or unoccupied, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control sign or signal.

§194-5 Stopping, parking and standing.

J. No person shall park [or leave unattended] any vehicle in a fire lane. If stopped or standing temporarily in a fire lane while loading or unloading, the vehicle shall be occupied at all times by a licensed driver. In certain posted areas, vehicle in violation of this section may be towed away as provided in §73-15 of this Code.

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING TO CONSIDER A LOCAL LAW
ESTABLISHING AMENDMENTS TO TOWN CODE CHAPTER 93, ANIMALS

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on ~~August 4, 2025 at 7:07 p.m. in the Wood Memorial Meeting Room in the Town Office Building,~~ located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York whereas, the Town Board wishes to address and add amendments to Chapter 93 regarding leaving animals locked in unattended vehicles at extreme temperatures.

Copies of the proposed local law are posted on our website cliftonparkny.gov and are also available for review in the Town Clerk's office during normal business hours.

Stephanie Ranze, Town Clerk

Proposed Chap. 93. Animals.

§93.-1 Confinement of animals in motor vehicles.

- A. It shall be unlawful for any person to confine an animal in an unattended motor vehicle where the outside temperature is 70 degrees or greater, and the interior temperature of the vehicle is not maintained to be 80 degrees or less.
- B. It shall be unlawful for any person to confine an animal in an unattended motor vehicle where the outside temperature is below freezing.
- C. It shall be unlawful to confine an animal in an unattended vehicle so as to cause the animal to suffer from heat stress or other injury or illness caused by such exposure. An Animal Control Officer or a law enforcement officer shall have the authority to take whatever steps are necessary to remove any animal found in an unattended vehicle and that appears to be suffering from a heat-related injury or illness. The animal shall be immediately provided with veterinary care. The animal owner or person harboring the animal shall be responsible for all expenses incurred during the removal of the animal and for its subsequent treatment and impoundment.

§93.-2 General care and treatment of animals.

- A. An owner or person having care or custody of an animal shall ensure that the animal is provided with adequate food, water, shelter, protection from inclement weather, and adequate veterinary care.
- B. An owner or person having care or custody of an animal shall not endanger the health of the animal by exposing the animal to excessive heat, cold, lack of food or water, or any other circumstance as may cause injury, illness, death, and/or suffering to the animal.

§93.-3. Penalties for offenses.

Any person convicted of a violation of any provisions of this Chapter shall be guilty of a violation and shall be subject to the following penalties:

- A. For a first offense a civil penalty not to exceed \$250, or imprisonment for up to fifteen (15) days.
- B. For a second offense a civil penalty not to exceed \$500, or imprisonment for up to fifteen (15) days.
- C. For a third offense a civil penalty not to exceed \$1,000, or imprisonment for up to fifteen (15) days.

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING TO CONSIDER A LOCAL LAW
ESTABLISHING AN EXTENSION TO A 180-DAY MORATORIUM ON COMMERCIAL
AND INDUSTRIAL CANNABIS WAREHOUSING, PROCESSING, AND CULTIVATION
OPERATIONS IN THE TOWN OF CLIFTON PARK

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on August 18, 2025 at 7:09 p.m. in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York whereas, the Town Board deems it prudent to temporarily pause the approval or establishment of any new commercial or industrial cannabis warehousing, processing, or cultivation operations.

Copies of the proposed local law are posted on our website cliftonparkny.gov and are also available for review in the Town Clerk's office during normal business hours.

Stephanie Ranze, Town Clerk

Local Law No. ___ of 2025

A local law establishing and extending a moratorium on Commercial and Industrial Cannabis Warehousing, Processing, and Cultivation in Clifton Park.

Regulation approved August 18, 2025 for a period of 180 days from the effective date hereof

SECTION I. SHORT TITLE.

This local law shall be cited as Local Law #_____ of 2025 or the Clifton Park moratorium on Commercial and Industrial Cannabis Warehousing, Processing, and Cultivation.

SECTION II. LEGISLATIVE FINDINGS AND INTENT.

On March 31, 2021, the New York State Legislature passed the Marijuana Regulation and Taxation Act (MRTA). In 2021, pursuant to MRTA, the Town of Clifton Park by Local Law No. 9-2021, opted out of permitting cannabis dispensaries and facilities for consumption of marijuana products within the Town of Clifton Park.

The Town of Clifton Park is committed to ensuring the health, safety, and welfare of its residents, and to the proper regulation of land uses within the Town of Clifton Park.

The Town Board of the Town of Clifton Park recognizes the interest in cannabis warehousing, processing, and cultivation operations, as well as their potential impacts on the Town's infrastructure, environment, and community character. Accordingly, the Town Board has determined that it would be prudent to temporarily pause the consideration, approval, and/or establishment of commercial and industrial cannabis warehousing, processing and cultivation operations within the Town of Clifton Park. Such a pause will

provide sufficient time to study and address any concerns, including, but not limited to, zoning, environmental impacts, public safety, and economic implications resulting from commercial and industrial cannabis warehousing, processing, and cultivation.

SECTION III SCOPE OF CONTROL

- (a) For a period of 180 days from the effective date of this ordinance, no applications for warehousing, processing, or cultivation of cannabis, shall be accepted by any board with appropriate authority in the Town, including the Town Board, Planning Board, and Zoning Board of Appeals.
- (b) Effective Date: This local Law applies to all applications for warehousing, processing, or cultivation of cannabis filed with the Town Planning Department.
- (c). Each and every time period regulation and all default provisions otherwise applicable to the development, permits and/or approvals is hereby suspended and temporarily superseded by this Local law including but not limited to Section 276 of the New York State Town Law, during its period of effectiveness.
- (d) The jurisdiction of the Zoning Board of Appeals to act pursuant to Section 267-b of the New York State Town Law relative to relief from this Local Law is hereby suspended and temporarily superseded by this Local law for the purposes of any application for relief from this enactment during its period of effectiveness.

SECTION IV APPEAL PROVISIONS

The Town Board retains the power to vary or modify the application of any provision of this local law upon its determination, in its legislative discretion, after public hearing on notice, that this local law would impose extraordinary hardship upon a landowner, and that a variance from this act will not adversely affect the health, safety and general welfare of the town. Any request for an exception or variance shall be filed with Town Board, through the Town Clerk, and shall include a fee of one hundred dollars (\$100.00) for the processing of such application. All such applications shall be reviewed by the Town Board after a public hearing and final decision on the appeal for relief. Any relief shall be granted through amendments to this local law.

SECTION V PENALTIES

Any person, firm, entity or corporation that shall violate the terms and provisions of this Local Law shall be subject to a penalty in the amount of one thousand dollars (\$1000.00) for each day such violation shall exist.

SECTION VI VALIDITY

The invalidity of a word, section, clause, paragraph, sentence, or part of provision of this local law shall not affect the validity of any other part of this local law that can be given effect without such invalid part or parts.

SECTION VII SUSPENSION OF OTHER LAWS

All state statutes and local ordinances or laws in conflict with the provisions of this local law are hereby superseded and suspended during the effective period of this local law as necessary to give this local law full force and effect during its effective period.

SECTION VIII EFFECTIVE DATE

This law shall take effect immediately as provided by the law, upon filing with the Secretary of State and shall remain in force and effect for a period of 180 days from its effective date, until February 18, 2026.

Resolutions for Consideration
Clifton Park Town Board Meeting
August 18, 2025

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Town Board	Adopt Local Law No. ___ of 2025, relating to amendments to Town Code Chapter 194, Vehicles and Traffic, regarding stopping and standing in fire lanes	P. Barrett
2. Town Board	Adopt Local Law No. ___ of 2025, relating to amendments to the Town Code to add Chapter 93, Animals	P. Barrett
3. Town Board	Adopt Local Law No. ___ of 2025, relating to extending the Cannabis Cultivation Moratorium for 180 days	P. Barrett
4. Town Board	Authorize the appointment of Chrysoula Highland to the Historic Preservation Commission	A. Morelli & A. Reid
5. Town Board	Authorize transfer of ownership and jurisdiction of the Town's portion of Longkill Road to Saratoga County	P. Barrett
6. Town Board	Authorize execution of an agreement with CHA for slope assessment services related to the Forest Drive culvert replacement	P. Barrett
7. Town Board	Authorize execution of an agreement with Barton & Loguidice for engineering services related to the Forest Drive culvert replacement	P. Barrett
8. Parks & Recreation	Authorize acceptance of NYS Grant for Lifeguard Retention	L. Walowit & A. Reid
9. Highway	Authorize a Block Party on October 4, 2025 (rain date October 5, 2025) on Willowbrook Lane	D. Bull
10. Highway	Authorize three (3) Highway Department employees to attend driver training classes to obtain Class A Commercial Driver Licenses	D. Bull

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|-------------------------|---|------------|
| 11. Town Clerk | Authorize hiring of Claudia Fitzgerald as a temporary Town Clerk while Stephanie Ranze is on leave for two weeks | P. Barrett |
| 12. Town Clerk | Authorize the issuance of a mass gathering permit to the Clifton Park Elks Lodge No. 2466 for an antique show on September 28, 2025 | P. Barrett |
| 13. Buildings & Grounds | Authorize award of contract for Martin Jewett Longkill Park Playground Improvement Project | P. Barrett |
| 14. Comptroller | Authorize the transfer of Pam Lamboy to the Comptroller's office as an Account Clerk | P. Barrett |
| 15. Planning/Zoning | Authorize the rental of tents for the Household Hazardous Waste Day on September 6, 2025 | P. Barrett |
| 16. Sewer | Authorize evaluation of storm sewers within the Huntwood and Park Lane subdivisions | P. Barrett |
| 17. Sewer | Authorize National Grid to replace the natural gas back-up generator at Settlers Lane, Dutch Meadows Sewer District #1 | P. Barrett |



RESOLUTION

#1

PHILIP C. BARRETT
Supervisor

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LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

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AGATHA REID
Councilwoman

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ANTHONY F. MORELLI
Councilman

Resolution No. ___ of 2025, a resolution adopting a local law to amend Chapter 194, Vehicles and Traffic, of the Town of Clifton Park Town Code regarding stopping or standing in fire lanes.

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

WHEREAS, there appears to be confusion as to under what circumstances a motorist may stop or stand in a fire lane, and

WHEREAS, the Town Board wishes to clarify the provisions in Chapter 194, Vehicles and Traffic, §§ 194-2 and 194-5(j) of the Town Code, and

WHEREAS, the stopping or standing of an unoccupied vehicle in a fire lane constitutes a potential hazard to the health, safety, and welfare of the public in the event of an emergency requiring a response by fire and emergency personnel, and

WHEREAS, on August 18, 2025, the Town Board conducted a public hearing on the proposed amendments to Chapter 194, and members of the public were provided an opportunity to speak in favor or against the proposal; now, therefore, be it

RESOLVED, that Local Law No. ___ of 2025, a local law amending Town Code Chapter 194, Vehicles and Traffic, §§ 194-2 and 194-5(j), per the attached, is hereby adopted; and be it further

RESOLVED, that this local law shall take effect immediately upon its adoption.

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING TO CONSIDER A LOCAL LAW
ESTABLISHING AMENDMENTS TO TOWN CODE CHAPTER 194 VEHICLES & TRAFFIC
REGARDING STOPPING OR STANDING IN FIRE LANES

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on August 18, 2025 at 7:05 p.m. in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York whereas, the Town Board wishes to clarify the provisions in chapter 194, Vehicles and Traffic.

Copies of the proposed local law are posted on our website cliftonparkny.gov and are also available for review in the Town Clerk's office during normal business hours.

Stephanie Ranze, Town Clerk

Suggested amendment to Sec. 194-2 and 194-5(j).

§194-2

PARKING

When parking is prohibited by this chapter, no person shall park a vehicle, whether occupied or not, but may stop or stand temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers or in the event of an emergency. A vehicle stopped or standing in a fire lane shall be occupied at all times by a licensed driver while loading or unloading merchandise or passengers.

Parking is further defined as the standing of a vehicle, whether occupied or unoccupied, other than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.

Standing is defined as stopping a vehicle, whether occupied or unoccupied, other than temporarily for the purpose of and while actually engaged in receiving or discharging passengers.

Stopping is defined as halting momentarily a vehicle, whether occupied or unoccupied, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control sign or signal.

§194-5 Stopping, parking and standing.

J. No person shall park [or leave unattended] any vehicle in a fire lane. If stopped or standing temporarily in a fire lane while loading or unloading, the vehicle shall be occupied at all times by a licensed driver. In certain posted areas, vehicle in violation of this section may be towed away as provided in §73-15 of this Code.



RESOLUTION

#2

PHILIP C. BARRETT
Supervisor

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LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

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AGATHA REID
Councilwoman

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ANTHONY F. MORELLI
Councilman

Resolution No. ___ of 2025, a resolution adopting a local law to amend the Town Code to add Chapter 93, Animals.

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

WHEREAS, the Town of Clifton Park Animal Control Officers have responded to several occurrences of people leaving their pets in unattended vehicles under extreme heat, and

WHEREAS, while the Agriculture and Markets Law §353-d authorizes law enforcement to address such circumstances, Town Animal Control Officers are not authorized to address these situations under the Agriculture and Markets Law, and

WHEREAS, authorizing the Town of Clifton Park Animal Control Officers to address situations where animals are locked in unattended vehicles at extreme temperatures will provide a necessary enforcement provision in addition to the Agriculture and Markets Law provisions, and

WHEREAS, the Town Board of the Town of Clifton Park wishes to add Chapter 93, Animals, to the Town Code which will authorize both Town Animal Control Officers and law enforcement to issue citations with appropriate penalties for animal owners and custodians who leave animals unattended in motor vehicles at extreme temperatures, and

WHEREAS, on August 18, 2025, the Town Board conducted a public hearing on the proposed chapter addition to the Town Code, and members of the public were provided an opportunity to speak in favor or against the proposal; now, therefore, be it

RESOLVED, that Local Law No. ___ of 2025, a local law amending the Town Code to add Chapter 93, Animals, per the attached, is hereby adopted; and be it further

RESOLVED, that this local law shall take effect immediately upon its adoption.

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING TO CONSIDER A LOCAL LAW
ESTABLISHING AMENDMENTS TO TOWN CODE CHAPTER 93, ANIMALS

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on August 4, 2025 at 7:07 p.m. in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York whereas, the Town Board wishes to address and add amendments to Chapter 93 regarding leaving animals locked in unattended vehicles at extreme temperatures.

Copies of the proposed local law are posted on our website cliftonparkny.gov and are also available for review in the Town Clerk's office during normal business hours.

Stephanie Ranze, Town Clerk

Proposed Chap. 93. Animals.

§93.-1 Confinement of animals in motor vehicles.

- A. It shall be unlawful for any person to confine an animal in an unattended motor vehicle where the outside temperature is 70 degrees or greater, and the interior temperature of the vehicle is not maintained to be 80 degrees or less.
- B. It shall be unlawful for any person to confine an animal in an unattended motor vehicle where the outside temperature is below freezing.
- C. It shall be unlawful to confine an animal in an unattended vehicle so as to cause the animal to suffer from heat stress or other injury or illness caused by such exposure. An Animal Control Officer or a law enforcement officer shall have the authority to take whatever steps are necessary to remove any animal found in an unattended vehicle and that appears to be suffering from a heat-related injury or illness. The animal shall be immediately provided with veterinary care. The animal owner or person harboring the animal shall be responsible for all expenses incurred during the removal of the animal and for its subsequent treatment and impoundment.

§93.-2 General care and treatment of animals.

- A. An owner or person having care or custody of an animal shall ensure that the animal is provided with adequate food, water, shelter, protection from inclement weather, and adequate veterinary care.
- B. An owner or person having care or custody of an animal shall not endanger the health of the animal by exposing the animal to excessive heat, cold, lack of food or water, or any other circumstance as may cause injury, illness, death, and/or suffering to the animal.

§93.-3. Penalties for offenses.

Any person convicted of a violation of any provisions of this Chapter shall be guilty of a violation and shall be subject to the following penalties:

- A. For a first offense a civil penalty not to exceed \$250, or imprisonment for up to fifteen (15) days.
- B. For a second offense a civil penalty not to exceed \$500, or imprisonment for up to fifteen (15) days.
- C. For a third offense a civil penalty not to exceed \$1,000, or imprisonment for up to fifteen (15) days.



RESOLUTION

#3

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No _____ of 2025, a resolution adopting a local law to establish and extend a 180-day moratorium on commercial and industrial cannabis warehousing, processing and cultivation within Clifton Park.

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

WHEREAS, on March 31, 2021, the New York State Legislature passed the Marijuana Regulation and Taxation Act (MRTA), legalizing adult-use cannabis, and

WHEREAS, by local law No. 9 of 2021, the Town Board authorized opting out of permitting cannabis dispensaries and facilities for consumption of marijuana products within Clifton Park, and

WHEREAS, the Town recognizes the interest in cannabis warehousing, processing and cultivation operations, as well as their potential impacts on the Town's infrastructure, environment, and community character, and

WHEREAS, the Town is committed to ensuring the health, safety, and welfare of its residents, and to the proper regulation of land uses within Town, and

WHEREAS, the Town Board previously established a 180-day moratorium on commercial and industrial cannabis warehousing, processing and cultivation within Clifton Park; and

WHEREAS, an extension of the moratorium is necessary in order to address amendments to the Town Code regarding commercial and industrial cannabis warehousing, processing; and

WHEREAS, on August 18, 2025, the Town Board held a Public Hearing on a proposal to impose and extend a 180-day moratorium on cannabis warehousing, processing, and cultivation operations to provide sufficient time to study and address any concerns, including but not limited to, zoning, environmental impacts, public safety, and economic implications of such operations, and

WHEREAS, the Saratoga County Planning Board has reviewed the proposal pursuant to Section 239-m of the NYS General Municipal Law, finding that the proposal serves the community's interest; now, therefore, be it

RESOLVED, that Local Law No ____ of 2025, a local law to establish and extend a 180-day moratorium on commercial and industrial cannabis warehousing, processing and cultivation within Clifton Park, per the attached, is hereby adopted; and be it further

RESOLVED, that this local law shall take effect immediately upon its adoption.

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING TO CONSIDER A LOCAL LAW
ESTABLISHING AN EXTENSION TO A 180-DAY MORATORIUM ON COMMERCIAL
AND INDUSTRIAL CANNABIS WAREHOUSING, PROCESSING, AND CULTIVATION
OPERATIONS IN THE TOWN OF CLIFTON PARK

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on August 18, 2025 at 7:09 p.m. in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York whereas, the Town Board deems it prudent to temporarily pause the approval or establishment of any new commercial or industrial cannabis warehousing, processing, or cultivation operations.

Copies of the proposed local law are posted on our website cliftonparkny.gov and are also available for review in the Town Clerk's office during normal business hours.

Stephanie Ranze, Town Clerk

Local Law No. ___ of 2025

A local law establishing and extending a moratorium on Commercial and Industrial Cannabis Warehousing, Processing, and Cultivation in Clifton Park.

Regulation approved August 18, 2025 for a period of 180 days from the effective date hereof

SECTION I. SHORT TITLE.

This local law shall be cited as Local Law #_____ of 2025 or the Clifton Park moratorium on Commercial and Industrial Cannabis Warehousing, Processing, and Cultivation.

SECTION II. LEGISLATIVE FINDINGS AND INTENT.

On March 31, 2021, the New York State Legislature passed the Marijuana Regulation and Taxation Act (MRTA). In 2021, pursuant to MRTA, the Town of Clifton Park by Local Law No. 9-2021, opted out of permitting cannabis dispensaries and facilities for consumption of marijuana products within the Town of Clifton Park.

The Town of Clifton Park is committed to ensuring the health, safety, and welfare of its residents, and to the proper regulation of land uses within the Town of Clifton Park.

The Town Board of the Town of Clifton Park recognizes the interest in cannabis warehousing, processing, and cultivation operations, as well as their potential impacts on the Town's infrastructure, environment, and community character. Accordingly, the Town Board has determined that it would be prudent to temporarily pause the consideration, approval, and/or establishment of commercial and industrial cannabis warehousing, processing and cultivation operations within the Town of Clifton Park. Such a pause will

provide sufficient time to study and address any concerns, including, but not limited to, zoning, environmental impacts, public safety, and economic implications resulting from commercial and industrial cannabis warehousing, processing, and cultivation.

SECTION III SCOPE OF CONTROL

- (a) For a period of 180 days from the effective date of this ordinance, no applications for warehousing, processing, or cultivation of cannabis, shall be accepted by any board with appropriate authority in the Town, including the Town Board, Planning Board, and Zoning Board of Appeals.
- (b) Effective Date: This local Law applies to all applications for warehousing, processing, or cultivation of cannabis filed with the Town Planning Department.
- (c). Each and every time period regulation and all default provisions otherwise applicable to the development, permits and/or approvals is hereby suspended and temporarily superseded by this Local law including but not limited to Section 276 of the New York State Town Law, during its period of effectiveness.
- (d) The jurisdiction of the Zoning Board of Appeals to act pursuant to Section 267-b of the New York State Town Law relative to relief from this Local Law is hereby suspended and temporarily superseded by this Local law for the purposes of any application for relief from this enactment during its period of effectiveness.

SECTION IV APPEAL PROVISIONS

The Town Board retains the power to vary or modify the application of any provision of this local law upon its determination, in its legislative discretion, after public hearing on notice, that this local law would impose extraordinary hardship upon a landowner, and that a variance from this act will not adversely affect the health, safety and general welfare of the town. Any request for an exception or variance shall be filed with Town Board, through the Town Clerk, and shall include a fee of one hundred dollars (\$100.00) for the processing of such application. All such applications shall be reviewed by the Town Board after a public hearing and final decision on the appeal for relief. Any relief shall be granted through amendments to this local law.

SECTION V PENALTIES

Any person, firm, entity or corporation that shall violate the terms and provisions of this Local Law shall be subject to a penalty in the amount of one thousand dollars (\$1000.00) for each day such violation shall exist.

SECTION VI VALIDITY

The invalidity of a word, section, clause, paragraph, sentence, or part of provision of this local law shall not affect the validity of any other part of this local law that can be given effect without such invalid part or parts.

SECTION VII SUSPENSION OF OTHER LAWS

All state statutes and local ordinances or laws in conflict with the provisions of this local law are hereby superseded and suspended during the effective period of this local law as necessary to give this local law full force and effect during its effective period.

SECTION VIII EFFECTIVE DATE

This law shall take effect immediately as provided by the law, upon filing with the Secretary of State and shall remain in force and effect for a period of 180 days from its effective date, until February 18, 2026.



RESOLUTION

#4

PHILIP C. BARRETT
Supervisor

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LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

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AGATHA REID
Councilwoman

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ANTHONY F. MORELLI
Councilman

Resolution No. of 2025, a resolution appointing Chrysoula Highland to the Historic Preservation Commission.

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

WHEREAS, pursuant to Section 208-78 (C) (2) of the Town Code, members of the Historic Preservation are appointed by and serve at the discretion of the Town Board, and

WHEREAS, Agatha Reid, Liaison to the Historic Preservation Commission, recommends that Chrysoula Highland be appointed to serve on the Commission; now, therefore, be it

RESOLVED, that Chrysoula Highland, Rexford, NY, is hereby appointed to the Historic Preservation Commission, as a member.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, August 1, 2025 3:18 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1904

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

Department: Town Board
Your Name: Agatha Reid
Your Email: AReid@cliftonpark.org
Sponsor: Anothony Morelli & Agatha Reid
Agenda Session Date: 08/04/2025 ✓
Board Meeting Date: 08/18/2025 ✓
Alternate Date: 08/18/2025
Budget Number: na
Budget Description: na
Amount: 0
Brief Description: Appoint Chrysoula Highland to the Historic Preservation Commission.
Add Supporting Docs:
Additional Comments/Details: An opening exists on the Historic Preservation Commission after the resignation of Alexandra Verrigni. Chrysoula has expressed her interest in serving on the commission, and the HPC unanimously recommends that she be appointed.
Agree to Terms: Agree

[unsubscribe](#)



RESOLUTION

#5

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. of 2025, a resolution approving the transfer of a portion of Longkill Road to the County of Saratoga.

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

WHEREAS, since 2004 the Town of Clifton Park (hereinafter the “Town”) has owned and maintains the portion of Longkill Road from the boundary line between the Town of Ballston, the Town of Ballston, and the Town of Clifton Park to Main Street in the Town, including the sidewalk adjacent to the Longkill Road which runs from Ushers Road to the Longkill Park, and

WHEREAS, the 2004 transfer of the aforementioned portion of Longkill Road (formerly a portion of County Route 82) was made in order to facilitate the Town’s construction of the sidewalk and related improvements, and

WHEREAS, the Town and the County of Saratoga (hereinafter the “County”) intend to enter into an agreement whereby the Town will convey to the County all rights of ownership and responsibility for maintenance of the aforementioned portion of Longkill Road, and

WHEREAS, the Town and County intend to agree that the Town will maintain ownership and responsibility for maintenance of the aforementioned sidewalk, and

WHEREAS, the Saratoga County Public Works Committee and the Commissioner of Public Works have approved the acceptance of the conveyance of a portion of Longkill Road by the Town to the County, and

WHEREAS, pursuant to applicable law, including New York State Highway Law §115, the County may by resolution include a roadway on the Saratoga County Highway Map by amending same; now, therefore, be it

RESOLVED, that the Town Board hereby agrees to convey a portion of Longkill Road as described in Attachment A to the County pursuant and subject to the execution of an intermunicipal agreement, a draft of which is annexed hereto, and related documents to be filed and recorded as may be necessary; and be it further

RESOLVED, that the Town Supervisor is hereby authorized to execute an agreed upon intermunicipal agreement and any related documents.

ATTACHMENT A

SUGGESTED DESCRIPTION
PORTION OF COUNTY ROAD No. 82
(KNOWN AS LONGKILL ROAD)
LOCATED IN THE TOWN OF CLIFTON PARK
TO BE ADDED UNDER SECTION 115B OF
THE NEW YORK STATE HIGHWAY LAW
TO THE SARATOGA COUNTY HIGHWAY MAP
FOR HIGHWAY PURPOSES

ALL THAT CERTAIN PORTION OF SARATOGA COUNTY ROAD RIGHT-OF-WAY SITUATE in the Town of Clifton Park, County of Saratoga, State of New York known as County Road No. 82 (Longkill Road) lying generally westerly and easterly of the hereinafter described centerline:

Beginning at a point being the intersection of the centerline of the County Road No. 82 right-of-way known as Longkill Road with the easterly right-of-way line extended of the County Road No. 82 right-of-way known as Main Street at Saratoga County Highway centerline of road Station No.0+00+/- as shown on the County Highway Plans for County Road No. 82, Jonesville – Armstrongs Cors., dated 1950 on file with the Saratoga County Department of Public Works;

thence from said point of beginning along said centerline in a generally northerly direction approximately 4975+/- feet to Station No. 49+75 at the intersection with the municipal boundary of the Town of Clifton Park on the south and the Towns of Ballston and Malta on the north.

ROADWAY TRANSFER AGREEMENT

This Roadway Transfer Agreement (“Agreement”) is made and entered into as of the ___ day of _____, 20, by and between:

THE TOWN OF CLIFTON PARK, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 1 Town Hall Plaza, Clifton Park, New York 12065 (hereinafter the “Town”), and

THE COUNTY OF SARATOGA, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 40 McMaster Street, Ballston Spa, New York 12020 (hereinafter the “County”).

RECITALS

WHEREAS, the Town currently owns and maintains a portion of Longkill Road, located within the Town of Clifton Park, Saratoga County, specifically the segment extending from the border of the Town of Clifton Park and the Town of Malta to Main Street in Clifton Park, as more particularly described in Exhibit A attached hereto and made a part hereof (the “Roadway Portion”);

WHEREAS, the County previously maintained the Roadway Portion and is willing to accept ownership and jurisdiction back from the Town under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the parties agree as follows:

1. Transfer of Roadway Ownership and Jurisdiction

1.1 The Town hereby transfers and assigns to the County all rights, title, interest, jurisdiction, and maintenance responsibility for the Roadway Portion, effective as of the Effective Date defined herein.

1.2 The County accepts such transfer and assumes full jurisdiction and maintenance responsibility over the Roadway Portion as of the Effective Date.

2. Catch Basin Repairs by Town

2.1 Prior to the Effective Date, the Town shall inspect and complete necessary repairs to all catch basins within the Roadway Portion to bring them into good and serviceable condition.

2.2 All costs associated with such repairs shall be borne solely by the Town.

3. Cost-Sharing for Roadway Repaving

3.1 Following the transfer, the County shall undertake repaving of the Roadway Portion at its discretion and subject to its capital project schedule and available funding.

3.2 The Town agrees to contribute twenty percent (20%) of the total cost of such repaving work, including all materials, labor, and construction-related expenses.

3.3 The County shall provide the Town with a detailed invoice of actual costs, and the Town shall remit payment within ninety (90) days of receipt.

4. Ongoing Responsibilities Retained by the Town

Notwithstanding the transfer of roadway ownership and jurisdiction described in Section 1, the Town shall retain ownership, jurisdiction, and full responsibility for the following features along the Roadway Portion:

4.1 Curbs and Sidewalks: All curbing and sidewalks along either side of the Roadway Portion, including maintenance, repair, snow and ice removal, and liability.

4.2 Pedestrian Accommodations: All pedestrian infrastructure within the Roadway Portion, including but not limited to:

- Pedestrian signals
- Crosswalks
- Pedestrian-related pavement markings

These shall be maintained by the Town in accordance with standard protocol for municipalities within County rights-of-way.

4.3 Closed Drainage System: The closed drainage infrastructure installed as part of the Town's prior curb and sidewalk improvement project along the Roadway Portion. The Town shall remain responsible for inspection, repair, and maintenance of this drainage system.

4.4 Traffic Signal at Longkill Road and Ushers Road: The traffic signal located at the intersection of Longkill Road and Ushers Road, which was installed by the Town and is not consistent with the County's standard traffic signal inventory, shall remain the full

responsibility of the Town for operation, maintenance, and any future upgrades or replacements.

5. Effective Date

This Agreement shall become effective upon the later of:

- (a) the date of execution by both parties, and
- (b) the filing of all required resolutions, approvals, or legal instruments necessary to effectuate the transfer in accordance with New York State law.

6. Miscellaneous Provisions

6.1 Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral.

6.2 Amendment: No modification of this Agreement shall be valid unless in writing and signed by both parties.

6.3 Governing Law: This Agreement shall be governed and interpreted under the laws of the State of New York.

6.4 Severability: If any provision of this Agreement is found to be invalid, the remaining provisions shall continue in full force and effect.

6.5 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

TOWN OF CLIFTON PARK

By: _____

Name:

Title:

Date: _____

COUNTY OF SARATOGA

By: _____

Name:

Title:

Date: _____

☐

Exhibit A

Description of the transferred roadway:

The portion of Longkill Road beginning at the municipal boundary line between the Town of Clifton Park and the Town of Malta, and extending southerly to its intersection with Main Street in the Town of Clifton Park, Saratoga County, New York. A map or survey may be attached hereto if required.



RESOLUTION

#6

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. of 2025, a resolution authorizing the retention of CHA to perform a Slope Assessment at 15 Forest Drive.

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

WHEREAS, due to a culvert collapse on Forest Drive in approximately 2021, there has been significant ponding and resultant damage to residential property on Forest Drive; and

WHEREAS, efforts to alleviate the conditions caused by the culvert collapse have been unsuccessful, it is necessary to obtain an assessment of the slope at 15 Forest Drive, along with a recommended future course of action; and

WHEREAS, CHA has provided a proposal, a copy of which is annexed hereto as Attachment A, to prepare a technical letter outlining the initial assessment of the slope at 15 Forest Drive and to outline a recommended future course of action or actions; now, therefore, be it

RESOLVED, that the Supervisor is authorized to enter into a contract with CHA consistent with the attached proposal engaging CHA to prepare an initial Slope Assessment Letter at a cost of \$4,500, plus project expenses such as postage, mileage, and printing, to be paid from A-8540-135 (General Fund- Drainage – Engineering).



July 31, 2025

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

**RE: Professional Services related to the Slope Assessment at 15 Forest Drive
Clifton Park, NY
CHA Proposal No.: Y03365**

Dear Mr. Barrett:

As you are aware, the residents at 15 Forest Drive, Ballston Lake, NY, have notified the Town of cracking that has developed in their driveway. On July 23rd, Charlie Symmes and Jay McEnaney met with you onsite to review the existing conditions and observe the cracking firsthand. During the visit, it was noted that significant ponding had occurred against the steep slope adjacent to the affected area due to a culvert failure on Forest Drive. The culvert is currently under repair, and the water has substantially receded. While onsite, CHA also walked the slopes on both sides of the stream to assess the surrounding conditions at other properties.

Based on our discussions, it is our understanding that the Town would like CHA to prepare a technical letter outlining the initial assessment of the slope at 15 Forest Drive and to outline a recommended future course of action(s).

The following are the Scope of Services, Project Schedule, and Professional Fees:

EXHIBIT A - SCOPE OF SERVICES

Task 1: Slope Assessment Letter

1. Perform a desktop study to support an initial assessment of the slope. The study will include a review of available soils information, information provided by the Town relating to the culvert failure and subsequent ponding, and publicly available GIS topographic contour and aerial image information.
2. Assess the history and current stability of the slope based on site observations made on July 23, 2025 and the desktop study.
3. Prepare a technical letter summarizing the initial slope assessment including the following:
 - a. Brief discussion of site history.
 - b. Description of key observations made during the July 23, 2025 site visit and corresponding photographs.
 - c. Summary of the desktop study.

- d. Summary of the slope assessment including technical opinions on the history and current stability of the slope. This will include a brief discussion on potential slope stabilization options if applicable.
 - e. Recommendations for next steps relating to further assessment and stabilization of the slope if applicable.
4. Meet with the Town via a Teams call to discuss the slope assessment letter.

General Project Assumptions:

- 1. The initial slope assessment will not include a subsurface exploration on the site or a slope stability analysis.
- 2. Additional site visits are not required for the initial slope assessment.
- 3. Drawings will not be required for the initial assessment.

EXHIBIT B - SCHEDULE

CHA is prepared to begin work on this project immediately upon your authorization and will provide the letter within 2 weeks of receiving the Notice to Proceed.

EXHIBIT C – FEES

CHA will be compensated on a lump sum basis, unless noted otherwise, as follows:

Task 1: Slope Stabilization Memo _____ \$ 4,500.00

All project expenses including postage, mileage, printing, etc. will be billed at cost.

Should the Town choose to move forward with any future initiatives, CHA would be pleased to develop a detailed Scope of Services outlining the associated tasks, along with a proposed work schedule and fee, if requested.

Upon review and acceptance of the proposal, please sign and return a fully executed work authorization.

Thank you for considering CHA for your engineering services, and we look forward to working with you on this project.

Sincerely,

Jay McEnaney, PE
Project Manager





RESOLUTION

#7

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. ___ of 2025, a resolution authorizing amendment of a June 23, 2021 agreement with Barton & Loguidice for professional services for Forest Drive Culvert Replacement.

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

WHEREAS, by Resolution No. 145 of 2021, the Highway Superintendent was authorized to enter into an agreement with Barton & Loguidice (“B&L”) for engineering scoping services required to remedy a collapsed culvert on Forest Drive, and

WHEREAS, subsequently, by Resolution No. 252 of 2021, the Highway Superintendent was authorized to execute an agreement with B&L for engineering and design services associated with the Forest Drive culvert collapse and replacement, and

WHEREAS, by Resolution No. 185 of 2024, the Highway Superintendent was authorized to execute a supplemental agreement with B&L for additional engineering services to remedy the collapsed culvert on Forest Drive, and

WHEREAS, efforts to remedy the ponding and damage to residential properties on Forest Drive caused by the collapsed culvert have been unsuccessful and additional engineering services are required, and

WHEREAS, B&L has provided a proposed Amendment Number 3 to the June 23, 2021 agreement for additional professional engineering services for the Forest Drive Culvert Replacement (“Project”), a copy of which is annexed hereto as Attachment A; now, therefore, be it

RESOLVED, that the Town Supervisor is hereby authorized to execute a supplemental agreement with B&L for additional engineering services for the Forest Drive Culvert Replacement (“Project”), at a cost not to exceed \$19,230, to be paid from A-8540-135, (General Fund- Drainage – Engineering).

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

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

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

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

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

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

June 14, 2021

Teresa Brobston, Town Clerk

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

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

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

WHEREAS, scoping services have been completed, and

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

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

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

November 1, 2021

Teresa Brobston, Town Clerk

Resolution No. 185 of 2024, a resolution approving an additional agreement with Barton & Loguidice for engineering services required to remedy a collapsing culvert on Forest Drive.

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

WHEREAS, Resolutions No. 145 of 2021 and No. 252 of 2021 authorized the Highway Superintendent, Dahn Bull, to execute agreements with Barton & Loguidice for engineering services required to remedy a collapsing culvert on Forest Drive (Project), and

WHEREAS, on June 23, 2021, Mr. Bull executed an agreement with Barton & Loguidice for \$3,625, to for engineering services required for the Project, and

WHEREAS, Barton & Loguidice submitted a supplemental agreement for \$39,726, for additional engineering services required for the Project, and

WHEREAS, Mr. Bull is requesting authorization to execute an additional agreement with Barton & Loguidice for engineering services required for the Project, in an amount not to exceed \$12,120; now, therefore, be it

RESOLVED, that the Highway Superintendent is authorized to execute an agreement with Barton & Loguidice for engineering services associated with the Forest Drive culvert replacement, in an amount not to exceed \$12,120, to be paid from A-08540-00135 (General Fund-Drainage Repairs-Engineering).

ROLL CALL VOTE

Ayes: Councilman Morelli, Councilwoman Reid, Councilman Manir,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

July 15, 2024

Teresa Brobston, Town Clerk

AMENDMENT NUMBER 3 ("Amendment")
TO THE
AGREEMENT DATED JUNE 23, 2021 ("Agreement")
BETWEEN
TOWN OF CLIFTON PARK ("Owner")
AND
BARTON & LOGUIDICE, D.P.C. ("Consultant")
FOR
PROFESSIONAL SERVICES FOR FOREST DRIVE CULVERT
REPLACEMENT ("Project")

The above referenced Agreement between Owner and Consultant is amended to include the changes set forth below. The Agreement referenced above, including any amendments or revisions thereto previously agreed to in writing between Owner and Consultant, remains in full force and effect except as modified herein.

1. Change in Scope of Services to be Performed

- A. The scope of services to be performed by Consultant is hereby modified as described in Attachment One.

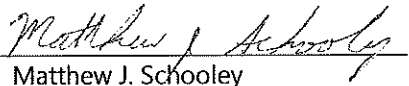
2. Change in Compensation for Services

- A. Total compensation for the services described in Attachment One, including reimbursable expenses, is estimated to be Nineteen Thousand Two-Hundred Thirty dollars (\$19,230.00), which shall be in addition to any payment amount(s) previously agreed to in writing between Owner and Consultant for this Project.
- B. Owner's method of payment to Consultant shall be as set forth in the Agreement referenced above.

3. Total Agreement

- A. This Amendment, along with the original Agreement and any other duly executed amendments previous to this Amendment, constitutes the entire agreement between Owner and Consultant for this Project; it supersedes all prior written or oral understandings and may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the above referenced Agreement as of the latest day and year set forth below.

OWNER:	Town of Clifton Park	CONSULTANT:	Barton & Loguidice, D.P.C.
By:	<u>Phil Barrett</u>	By:	<u></u>
Title:	<u>Supervisor</u>	Title:	<u>Principal</u>
Date Signed:	<u></u>	Date Signed:	<u>8/13/2025</u>

NOTE: Address for Giving Notices:
Barton & Loguidice, Attn: President, 443 Electronics Parkway, Liverpool, NY 13088

**Attachment One - Scope of Services for Amendment Number 3
Forest Drive Culvert Replacement**

Scope of Services

General

The project involved installation of a new 36" diameter, HDPE pipe, measuring 160 linear feet to carry Forest Drive over an unnamed tributary to the Anthony Kill. The existing culvert pipe at this crossing has failed and caused a pond to accumulate upstream of the road. The new culvert pipe has been installed; however, there is a discrepancy as to what elevation the culvert was set at the upstream and downstream end. Although now smaller, a pond still exists upstream; thus, requiring the culvert pipe to be excavated and reset at a lower elevation. B&L is proposing full-time construction inspection during the construction process to ensure the culvert will be set to the correct elevation and to track time and materials on a force account basis.

The project Scope of Services will be performed in accordance with the technical assumptions herein.

The Consultant shall provide all Preliminary Design, Final Design, and Construction Phase services for the subject project as outlined in the original project Scope and Agreement, and Supplemental Agreements No. 1 and No. 2.

The following additional services in *the Construction Phase* will be added to the Agreement.

Construction Phase

During the Construction Phase, B&L will:

1. Provide one (1) qualified Resident Engineer to oversee construction. The Resident Engineer will be responsible for ensuring the Contractor follows the proposed rework to properly set the culvert pipe and will track all time and materials necessary to complete the work.

Technical Assumptions

1. Full-time construction inspection is assumed to consist of 8-hour days, for 3 weeks (15 days) per the Contractor's proposed schedule. Any changes to the Contractor's schedule could require more or less inspection time on site.
2. The Resident Engineer will coordinate with B&L office staff and Town of Clifton Park staff to keep all parties apprised of the work
3. No additional coordination with NYSDEC or the Army Corps of Engineers is assumed required. The work required to remove and reset the pipe will be contained within the area of disturbance documented in the Joint Application for Permits.
4. All work relating to removing and resetting the pipe is assumed to be completed prior to September 30, 2025 and no timing extension for in-stream work past this day is required.

Barton & Loguidice, D.P.C.

**FOREST DRIVE CULVERT REPLACEMENT
Town of Clifton Park**

Staffing Table

TITLE	CONSTRUCTION PHASE	BILLING RATE	TOTAL AMOUNT
PRINCIPAL	2	\$ 295.00	\$ 590.00
SENIOR MANAGING ENGINEER	20	\$ 162.00	\$ 3,240.00
RESIDENT ENGINEER	120	\$ 125.00	\$ 15,000.00
	142		\$ 18,830.00

FEE \$18,830

EXPENSES \$400 (mileage)

TOTAL PROJECT COST \$19,230



RESOLUTION

#8

PHILIP C. BARRETT
Supervisor

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LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. ___ of 2025, a resolution authorizing the Town to accept grant funds from the NYS Division of Local Government Services, Local Government Efficiency (LGE) program.

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

WHEREAS, the Town applied for financial assistance from the NYS Division of Local Government Services under the LGE Program for the purpose of receiving assistance with the funding of Lifeguard training and retention bonuses, to be paid to individuals as detailed in the attached Schedule A, and

WHEREAS, the Town is authorized and directed to accept these grant funds in an amount not to exceed \$20,000 for the purposes described in the grant application, and

WHEREAS, the Town has developed a payment schedule based on the number of years a lifeguard has been employed, along with a listing by individual, and additional amounts for a manager to stay past the original projected closing date, and

WHEREAS, the Town is authorized and directed to agree to the terms and conditions of the NYS Contract for Grants (Contract) with the LGE program; now, therefore, be it

RESOLVED, that the Town Board authorizes the Supervisor to execute the attached grant agreement, accepting funds not to exceed \$20,000; and be it further

RESOLVED, that the Town Board approves the schedule of payments to employees, to be paid in the first pay period after the close of the 2025 summer season, as detailed in the attached Schedule A; and be it further

RESOLVED, that the Comptroller is to increase NYS Revenues (A-03089) by \$20,000 and the expenditures shall be increased based on Schedule A-1.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, July 29, 2025 9:07 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; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1897

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

Department: Parks & Rec
Your Name: mike woerner
Your Email: mwoerner@cliftonpark.org
Sponsor: lynda Wolowit, agatha Reid
Agenda Session Date: 08/04/2025 ✓
Board Meeting Date: 08/18/2025 ✓
Alternate Date: 08/18/2025
Budget Number: see attached sheets
Budget Description: see
Amount: see attachments
Brief Description: accept state grant for lifeguard retention bonuses
Add Supporting Docs:
[bc299255dbad65af_LIFEGUARD_RETENTION_BONUS_2025.pdf](#)
[26cd4f6f247d7ad7_voucherforms_2025.pdf](#)
Additional Comments/Details: see attached
Agree to Terms: Agree

[unsubscribe](#)

SCHEDULE A

July 2025

LIFEGUARD RETENTION:

Grant is for \$20,000; \$3000 for training and \$17,000 for lifeguard retention [bonuses]

# of Guards	Step	Bonus	total
25	1	\$75	\$1875
16	2	\$100	\$1600
13	3	\$125	\$1625
18	4	\$175	\$3150
5	5	\$225	\$1125
3	6+	\$350	\$1050
Mgrs		\$350	\$1050

Total bonus: \$11,475 leaves approximately \$5525 to divide for guards/staff who stay the extra a week.

Mgr gets \$400/week to stay

NYS SFS Vendor ID# 1000002122

A-7150/7151/7152-#4680 - managers

A-7150/7151/7152- E4690- guards

*For all hours worked past the posted closing date of August 17th, all guards will received a minimum additional rate of \$2.20/hour

*We will expend the entire \$20,000 when the final number of hours are calculated following the pool closures. Then the exact amount of the additional money per hour will be finalized.



RESOLUTION

#9

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. of 2025, a resolution authorizing the residents of Country Knolls, Woodstead Section, to use Willowbrook Lane for a block party.

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

WHEREAS, residents of Country Knolls have requested the use of the Town of Clifton Park roadways for the purpose of holding a block party on Saturday, October 4, 2025, between the hours of 2:00pm and 5:00pm, with a rain date of Sunday, October 5, 2025, and

WHEREAS, the block party will be held on Willowbrook Lane, and the residents are requesting consideration to allow street closure from 1 Willowbrook Lane to the end of Willowbrook Lane where it meets Woodstead Road, and

WHEREAS, the event sponsors have coordinated with Dahn Bull, the Town's Highways Superintendent, for the safe use of Town roads, as well as placing signs to notify local neighbors of the event, and

WHEREAS, Mr. Bull recommends allowing the requested road closure so that the residents can enjoy the block party without concern for vehicular traffic; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the residents of Country Knolls, Woodstead Section to use Willowbrook Lane for the purpose of holding a block party, and to include the road closure as requested.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, August 1, 2025 2:43 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; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1902

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

Department: Highway Department

Your Name: Dahn Bull

Your Email: dbull@cliftonpark.org

Sponsor: D. Bull

Agenda Session Date: 08/18/2025 ✓

Board Meeting Date: 08/18/2025 ✓

Alternate Date: 08/18/2025

Budget Number: NA

Budget Description: NA

Amount: NA

Brief Description: A Fall block party in the Woodstead neighborhood. As per last year they are requesting consideration to allow street closure for a block party on Willowbrook Lane Ballston Lake, NY. The closure would be at the Willowbrook side of 1 Willowbrook Lane and then go to the end of Willowbrook where this meets Woodstead Rd. We would not be requesting to close the Woodstead loop.

Last year was a success and like last year neighbors will have plenty of advanced notice to the houses where the road closure would be effected. The Requestee has been told that a lane must be open for emergency personnel. They are hopeful to be able to have the street closed so that children and families can mingle together in the street without concern for vehicular traffic.

Add Supporting Docs:

Additional Comments/Details: None at this time.

Agree to Terms: Agree

[unsubscribe](#)



RESOLUTION

#10

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution authorizing three (3) Highway Department employees to attend driver training classes to obtain Class A Commercial Driver Licenses.

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

WHEREAS, the Superintendent of Highways, Dahn Bull, is recommending that current and future Highway Employees seek Class A Commercial Driver Licenses as they are necessary to operate many of the Department's vehicles, and

WHEREAS, Mr. Bull has three (3) current Highway employees, Gary Blake, Jr, Marc McCune and Todd Spinner, who are interested in seeking Class A Commercial Driver Licenses, and

WHEREAS, WSWHE BOCES is offering Class A Driver License training, testing and classes, which include Theory class and practicals, as well as in-person driver training, all at a cost not to exceed \$5,500 per license, and the training runs from September 16-October 8, 2025; now, therefore, be it

RESOLVED, that Highway Department employees Gary Blake, Jr, Marc McCune and Todd Spinner, are hereby authorized to attend the Class A Commercial Driver's license course through WSWHE BOCES, located at 267 Ballard Road, Wilton, NY, at a total cost of \$16,500, to be paid with a transfer of \$12,000 from A-1999, General Contingency to A-0510-001 (General Fund – Highway Administration – Training/Conference), and payment of \$16,500 from A-0510-001 (General Fund – Highway Administration – Training/Conference).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, August 11, 2025 1:04 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #2001

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

Department: Highway Department

Your Name: Dahn Bull

Your Email: dbull@cliftonpark.org

Sponsor: D. Bull

Agenda Session Date: 08/18/2025 ✓

Board Meeting Date: 08/18/2025 ✓

Alternate Date: 09/02/2025 ✗

Budget Number: A-914

Budget Description: Unassigned General Fund

Amount: \$13,750.00

Brief Description: A resolution allocating funds to allow three Highway employees to attend WSWHE BOCES to earn Class A and Class B Drivers Licenses.

Marc McCune - Class A License - \$5,500.00

Gary Blake, Jr. - Class A License - \$5,500.00

Todd Spinner - Class ~~B~~ License - ~~\$2,750.00~~ \$5,500

Total Tuition Cost - ~~\$13,750.00~~ \$16,500

} adjusted per Highway Superintendent's request (8/12/25)

Tuition includes Theory Class and Practicals, as well as in-person driver training. Funds to be allocated to line A-5010-001, Conference/Training

Add Supporting Docs:

[583e0a173323d01b_20250811124124154-1.pdf](#)

Additional Comments/Details: Class A Licenses are an important necessity for much of the work we accomplish. It is necessary for hauling equipment with trailers. The Clifton Knolls Leaf District must be operated with Class A Drivers.

Agree to Terms: Agree

[unsubscribe](#)



EMPLOYMENT TRAINING FOR ADULTS

What's Your ETA?



[Businesses](#) | [Students](#) | [Locations](#) | [Contact](#) | [Q](#)

[Commercial Driving](#) » Commercial Driving

Commercial Driving

Many businesses and industries today are looking for drivers to help them meet their multiple transportation needs. From Stewart's Shops to D.A. Collins, from small businesses to large corporations, there are opportunities all around our region for commercial drivers.

Our Commercial Driving courses will help you earn your commercial driving license, giving you the chance to get plugged into these many job opportunities.

- [Entry Level Driver Training \(Theory\)](#)
- [CDL Driving Instruction - Class A](#)
- [CDL Driving Instruction - Class B](#)
- [CDL - Hazmat](#)

Commercial Driving

Entry Level Driver Training (Theory)

Commercial Driver's License - Driving Instruction - Class A

Commercial Driver's License - Driving Instruction - Class B

CDL - Hazmat

Testimonials

[Steps to getting your CDL](#)

[WSWHE BOCES](#)

[CTE](#)

(Steps 1 and 2 are interchangeable)

Step 1: CDL-Entry Level Driver Training (Theory) (this is interchangeable with Step 2)

The first step in obtaining your CDL is to complete the Entry Level Driver Training (ELDT) theory course as required by the Federal Motor Carrier Safety Administration (FMCSA). Your Entry Level Driver Training Certificate is valid for one year.

Click here to see Entry Level Driver Training offerings.

For those who have held or were issued a CDL or S, P, or H endorsement before February 7, 2022 click here for additional information.

We will only be accepting students onto our In The Cab waitlist who have taken ELDT Theory (Class A and Class B) with WSWHE BOCES. School Bus and Passenger theory will be accepted from a training provider listed on the Federal Motor Carrier Safety Administration website.

Step 2: Commercial Learner's Permit (this is interchangeable with Step 1)

Next is to obtain your CLP (Commercial Learner's Permit) from the Department of Motor Vehicles (DMV). Once you complete CDL Entry Level Driver Training Theory, schedule a permit test with DMV to take the written exam in the class you desire (Class A or Class B). CLPs are valid for 1 year only. A CLP cannot be renewed. After your CLP expires, you will be required to apply for a new CLP. This may include retaking any required knowledge tests. Click here for the DMV CLP webpage.

*Must have air brakes no "L" restriction.

Step 3: DOT Medical Examiner's Certificate

Each student must have a valid DOT Medical Examiner's Certificate (MCSA-5876) and send it to the NYS DMV. This is required to be able to schedule and take your road test. Once you have your CDL, you will be responsible for keeping your MCSA-5876 current with the NYS DMV. For

"Mr. DeMarsh was great to work with throughout the training process. He knew what topics and areas I had to work on to progress. He was very straightforward with the information that he conveyed to me. He prepared me very well for my road test. I would without a doubt train with him again if needed to take another course through the school."

"I would like to thank everyone involved in helping me brush up on my CDL driving skills. Kyle was a great instructor and helped me regain my confidence behind the wheel. I will be recommending the program to anyone interested in pursuing a truck driving career."

"I wanted to thank you and your staff for the streamlined process of obtaining my CDL. I wanted to reach out to you personally to give Kyle a lot of credit. He really is a great instructor and helped out tremendously."

directions on how to schedule your physical and provide a copy of the certificate to the NYS DMV, [click here](#).

***Please note that the DMV will not remind you when your DOT Medical Examiner's Certificate or Medical Variance is about to expire unless you are enrolled in the Electronic Reminders program (sign up for the reminders program can be found by the link provided above).*

Step 4: Behind-The-Wheel Road and Range In The Cab Training

Next is to complete the Behind-the-Wheel Road and Range curriculum from a training provider certified by the FMCSA.

To be added to the waitlist for our CDL In-Cab Driver Training (below), please call (518) 581-3555 and email your ELDT Certificate; your valid NYS Driver's License; your valid Commercial Learner's Permit; and your valid DOT Medical Certificate (MCSA-5876) to etainfo@wswebores.org. Please also include your phone number and your availability for lessons in the email. You will be placed on the waitlist to be matched with an instructor.

CDL Driving Instruction - Class A

30 Hours of one on one in-cab instruction

Tuition: \$5,500 *

CDL Driving Instruction - Class B

15 Hours of one on one in-cab instruction

Tuition: \$2,750

**Prices subject to change*

***In-cab training is not a pre-scheduled class, rather training that occurs based on a students and instructors availability.*

Step 5: DMV Road Test

As a part of your purchased in-cab drive time, an instructor will accompany you to your DMV road test in our equipment.

Please note all DMV fees are separate.

Contact

Staff Directory

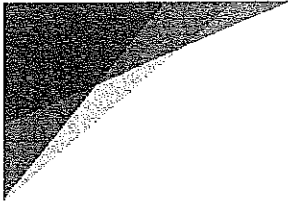
WSWHE BOCES

CTE

VIEW CURRENT COURSE SCHEDULES AND OTHER COURSE OFFERINGS

Want to Teach?

If you are interested in being an instructor for this program, take a look at our employment opportunities by [clicking here](#).



EMPLOYMENT TRAINING FOR ADULTS

What's Your ETA?

INVOICE

WSWHE BOCES
Employment Training for Adults Program
267 Ballard Road, Suite 5
Wilton, NY 12831
(518) 581-3555

Invoice Date: 8/1/2025
Due Date: Upon Receipt

Town Of Clifton Park
639 Clifton Park Center Road
Clifton Park, NY 12065

	STUDENT -G. BLAKE JR., M. McCUNE, T. SPINNER		TOTAL TRAINING COST:
9/16/25 - 10/8/25	CDL- Entry Level Driver Training	3	\$650
	PLEASE REMIT PAYMENT TO:	TOTAL DUE	\$1950
	WSWHE BOCES ATTN: TREASURER 267 Ballard Rd. Suite 7 Wilton, NY 12831		

All payments should be mailed to address above

WSWHE BOCES ETA
 Employment Training for Adults
 267 Ballard Road, Suite 5
 Wilton, NY 12831

INVOICE

Phone (518) 581-3555
 Fax
 etainfo@wswheboces.org
 Tax ID
 http://www.etaprogram.org

Town of Clifton Park
 639 Clifton Park Center Road
 Clifton Park, New York 12065

Invoice Number	Date	Purchase Order	Due Date	Billing Term
3876	08/01/2025			

Registrant / Item	Quantity	Rate	Amount
Blake Jr, Gary ID: ETA103338 Tuition CDL-Entry Level Driver Training (Class A & Class B) CDL10025-26U2 2025-26 Summer Starts/Ends 09/16/2025 / 10/08/2025	1.00	650.00	650.00
Total			650.00
Paid			0.00
Due			650.00

Payments

Receipt#	Date	Amount	Pay Type*	Course	Paid By	Refund	Chk/Card#

*OnAccount Given payments do not calculate into Paid or Due amounts.

General Refund Policy:
 * If the course code is followed by an asterisk, an alternate refund policy is in effect.

The Employment Training for Adults Program follows the WSWHE BOCES Board Approved Refund Policies & Regulations. They can be found on our website at:

<https://4.files.edl.io/21a5f11252d003119-d64fb057-a3ed-4a81-8a9f-580c2f125932.pdf>

<https://4.files.edl.io/43ea0112621183222-5821d98f-1b9e-4e37-b760-363f641f1ebd.pdf>

WSWHE BOCES ETA
 Employment Training for Adults
 267 Ballard Road, Suite 5
 Wilton, NY 12831

INVOICE

Phone (518) 581-3555
 Fax
 etainfo@wswheboces.org
 Tax ID
 http://www.etaprogram.org

Town of Clifton Park
 639 Clifton Park Center Road
 Clifton Park, New York 12065

Invoice Number	Date	Purchase Order	Due Date	Billing Term
3875	08/01/2025			

Registrant / Item	Quantity	Rate	Amount
McCune, Marc ID: ETA103337 Tuition CDL-Entry Level Driver Training (Class A & Class B) CDL10025-26U2 2025-26 Summer Starts/Ends 09/16/2025 / 10/08/2025	1.00	650.00	650.00

Payments

Receipt#	Date	Amount	Pay Type*	Course	Paid By	Refund	Chk/Card#

*OnAccount Given payments do not calculate into Paid or Due amounts.

Total	650.00
Paid	0.00
Due	650.00

General Refund Policy:
 * If the course code is followed by an asterisk, an alternate refund policy is in effect.

The Employment Training for Adults Program follows the WSWHE BOCES Board Approved Refund Policies & Regulations. They can be found on our website at:

<https://4.files.edl.io/21a5/11/25/20/003119-d84fb057-a3ed-4a81-8a9f-5f0c2f126932.pdf>

<https://4.files.edl.io/43ea/01/26/21/183222-582fd98f-1b9a-4e37-b7b0-363f641f1ebd.pdf>

WSWHE BOCES ETA
 Employment Training for Adults
 267 Ballard Road, Suite 5
 Wilton, NY 12831

INVOICE

Phone (518) 581-3555
 Fax
 etainfo@wswheboces.org
 Tax ID
 http://www.etaprogram.org

Town of Clifton Park
 639 Clifton Park Center Road
 Clifton Park, New York 12065

Invoice Number	Date	Purchase Order	Due Date	Billing Term
3877	08/01/2025			

Registrant / Item	Quantity	Rate	Amount
Spinner, Todd ID: ETA103339 Tuition CDL-Entry Level Driver Training (Class A & Class B) CDL10025-26U2 2025-26 Summer Starts/Ends 09/16/2025 / 10/08/2025	1.00	650.00	650.00
Total			650.00
Paid			0.00
Due			650.00

Payments

Receipt#	Date	Amount	Pay Type*	Course	Paid By	Refund	Chk/Card#

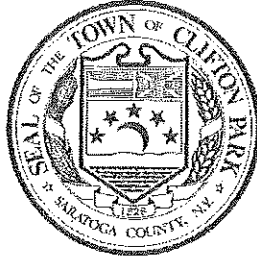
*OnAccount Given payments do not calculate into Paid or Due amounts.

General Refund Policy: * If the course code is followed by an asterisk, an alternate refund policy is in effect.

The Employment Training for Adults Program follows the WSWHE BOCES Board Approved Refund Policies & Regulations. They can be found on our website at:

<https://4.files.edl.io/21a5/11/25/20/003119-d84fb057-a3ed-4a81-8a8f-58c2ff25932.pdf>

<https://4.files.edl.io/43ea/01/26/21/183222-5821d98f-1b9e-4e37-b7b0-363641ffe4bd.pdf>



RESOLUTION

#11

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. _____ 2025, a resolution appointing Claudia Fitzgerald as the temporary Town Clerk for the two weeks of September 22- October 3, 2025.

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

WHEREAS, due to Town Clerk Stephanie Ranze's two-week leave, a need exists for a temporary Town Clerk, and

WHEREAS, Ms Ranze recommends that Claudia Fitzgerald, Clifton Park, NY be hired to fill the position, providing temporary service to the Town Clerks' office for the two-week period; now, therefore, be it

RESOLVED, that the Comptroller is authorized to transfer \$3,000 from A-1999, (General Fund – Contingency) to cover 70 hours and payroll taxes for Ms. Fitzgerald; and be it further

RESOLVED, that Claudia Fitzgerald, Clifton Park, be hired as a temporary Town Clerk in the Town Clerks' Office, for the two-week period of September 22-October 3, 2025, at Grade 6, Step 8, \$39.63 per hour, to be paid from A-7410-E761 (General Fund – Town Clerk – C. Fitzgerald).

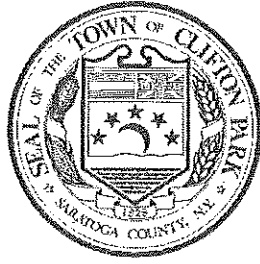
Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, August 11, 2025 4:34 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Stephanie, Ranze; Walter Smead; Kelly Miller; hd
Subject: New Employee Resolution Request #2005

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

Department: Town Clerk Office
Your Name: Stephanie Ranze
Your Email: sranze@cliftonpark.org
Sponsor: Phil Barrett
Agenda Session Date: 08/18/2025 ✓
Board Meeting Date: 08/18/2025 ✓
Alternate Date: 09/02/2025
Budget Number: NA
Budget Description: NA
Amount: NA
Brief Description: Hiring Claudia Fitzgerald part-time for two weeks starting September 22, 2025 through October 3, 2025 while Town Clerk will be out of the office.
Add Supporting Docs:
Additional Comments/Details: Town Clerk will be out of the office from September 22 - October 3, 2025.
Agree to Terms: Agree

[unsubscribe](#)



RESOLUTION

#12

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. of 2025, a resolution authorizing the issuance of a Mass Gathering Permit to BPOE Clifton Park Lodge No. 2466, for an antique show to be held at the Clifton Park Elks Lodge.

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

WHEREAS, Anne Shelton, House Manager of the Clifton Park Elks Lodge No. 2466, has requested that the town issue a Mass Gathering Permit to host an antique show to be held at the Elks Lodge located at 695 Mac Elroy Road, Ballston Lake, and

WHEREAS, the gathering will be held on Sunday, September 28, 2025, from 9:00AM to 4:00PM, with attendance estimated at 1000± people and 60± vendors; now, therefore, be it

RESOLVED, that the Town Board is satisfied with the information provided and that the proposed public assemblage will have no effect upon the public health, safety and welfare of the people and property of the Town of Clifton Park; and be it further

RESOLVED, that the Town Board hereby directs that a Mass Gathering Permit be issued to the Clifton Park Elks Lodge No. 2466 to take place on September 28, 2025 from 9:00AM to 4:00PM, upon compliance with Chapter 103-16 of the Town Code, for a Tent Permit provided that the town is given a Certificate of Insurance in the amount of \$1,000,000 naming the Town of Clifton Park as additionally insured no less than 4 weeks prior to the event.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, August 13, 2025 4:16 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #2020

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

Department: Town Clerk Office
Your Name: Stephanie Ranze
Your Email: sranze@cliftonpark.org
Sponsor: Phil Barrett, Anthony Morelli
Agenda Session Date: 08/18/2025 ✓
Board Meeting Date: 08/18/2025 ✓
Alternate Date: 09/02/2025
Budget Number: NA
Budget Description: NA
Amount: NA
Brief Description: Clifton Park Elks club will be hosting an antique show on Sunday, September 28, 2025 from 9:00am - 4:00pm.
Add Supporting Docs:
Additional Comments/Details: The Antique show will have 60+ vendors inside and outside.
Agree to Terms: Agree

[unsubscribe](#)



RESOLUTION

#13

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. of 2025, a resolution authorizing Edward & Thomas O'Connor Inc. to supply and install capital improvements to the Longkill #1 Park District.

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

WHEREAS, at the request of the Longkill Park District #1, the Department of Building and Grounds solicited bids for capital improvements to the Longkill #1 Park District, which include a new playground, basketball court, and rebuilding of a parking lot, and

WHEREAS, bids for capital improvements to the Longkill #1 Park District, which include a new playground, basketball court, and rebuilding of a parking lot, were received, and

WHEREAS, after a bid opening MJ Engineering reviewed the bids received and performed an evaluation of the bid submitted by Edward & Thomas O'Connor Inc., and

WHEREAS, MJ Engineering finds that Edward & Thomas O'Connor Inc. are 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, Edward & Thomas O'Connor Inc. of Glens Falls, New York submitted the lowest responsive quote to supply and install the equipment in an amount not to exceed \$505,000; now, therefore, be it

RESOLVED, that the Town Board, as commissioners of the Longkill #1 Park District accept the recommendation of MJ Engineering and hereby awards the capital improvement project to Edward & Thomas O'Connor Inc., pursuant to General Municipal Law § 103, at a cost not to exceed \$505,000; and be it further

RESOLVED, that financing shall be determined based upon the issuance of serial bonds or bond anticipation notes issued in anticipation of such notes.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, August 13, 2025 8:36 AM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagnello; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #2015

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: 08/18/2025 ✓
Board Meeting Date: 08/18/2025 ✓
Alternate Date: 09/02/2025
Budget Number: SP5-7123-200
Budget Description: Longkill #1 Park District - Capital Improvements
Amount: \$505,000.00
Brief Description: Hire Edward & Thomas O'Connor Inc. for Martin Jewett Longkill Park improvement project.

7 sealed bids opened 7.31.25

Includes new playground, mini basketball, and parking lot rebuild.

Add Supporting Docs:

[585ad04d07b65e30_Bid_7.31.25_Martin_Jewett_Longkill_Park-Edward_Thomas_OConnor_Inc.pdf](#)
[eb718b1fe4941fee_Bid_7.31.25_Martin_Jewett_Longkill_Park_Results.pdf](#)

Additional Comments/Details: Waiting on recommendation of award letter from MJ Engineering. I will have it this week, want to get the request in since its a same day town board meeting request.
Glenn Valle will need to work with Mark on paying for this project.

Agree to Terms: Agree

[unsubscribe](#)

SECTION 004100

BID FORM

FOR: Martin Jewitt Longkill Park Improvements

FROM: Edward & Thomas O'Connor Inc.

(name of bidder)

July 31, 2025

(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: **The Town of Clifton Park**

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

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 (Base Bid and Alternates)

All Work Except Allowance(s)	\$ 328,000.00
Allowance No. 1: Field Order Allowance (as described in Section 012100)	\$ 15,000.00
Total Bid Amount (sum of lines above)	\$ 343,000.00

Add Alternate No. 1	\$ 162,000.00
---------------------	---------------

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.

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	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:

Edward & Thomas O'Connor Inc.

By: Patrick O'Connor (typed or printed name of organization)
Patrick O'Connor (individual's signature)
Name: Patrick O'Connor (typed or printed)
Title: President (typed or printed)
Date: 7-31-2025 (typed or printed)

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

Attest: Sherry M. Gilligan (individual's signature)
Name: Sherry Gilligan (typed or printed)
Title: Office Manager (typed or printed)
Date: 7-31-2025 (typed or printed)

Address for giving notices:

P.O. Box 377
Glens Falls, NY 12801

Bidder's Contact:

Name: Patrick O'Connor (typed or printed)
Title: President (typed or printed)
Phone: 518-792-4090
Email: pat@etoconnor.com
Address: Edward & Thomas O'Connor Inc.
P.O. Box 377
Glens Falls, NY 12801

Bidder's Contractor License No.: (if applicable) 25-64LJK-CR

END OF SECTION

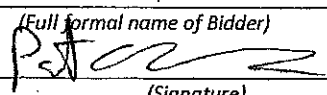
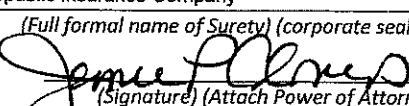


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**SECTION 004313
 BID BOND (PENAL SUM FORM)**

See Attached Bid Bond

Bidder Edward & Thomas O'Connor Inc. Name: Address (principal place of business):	Surety Name: Address (principal place of business):
Owner Name: Address (principal place of business):	Bid Project (name and location): Bid Due Date:
Bond Penal Sum: Date of Bond:	
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	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>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.</i>	

SECTION 004313
BID BOND (PENAL SUM FORM)

<p>Bidder</p> <p>Name: Edward and Thomas O'Connor, Inc.</p> <p>Address (<i>principal place of business</i>): 147 Meadowbrook Road Queensbury, New York 12804</p>	<p>Surety</p> <p>Name: Old Republic Insurance Company</p> <p>Address (<i>principal place of business</i>): 631 Excel Drive Mt. Pleasant, Pennsylvania 15666</p>
<p>Owner</p> <p>Name: Town of Clifton Park</p> <p>Address (<i>principal place of business</i>): One Town Hall Plaza Clifton Park, New York 12065</p>	<p>Bid</p> <p>Project (<i>name and location</i>): Martin Jewitt Longkill Park Improvements, MJ965.27</p> <p>Bid Due Date: July 31, 2025</p>
<p>Bond</p> <p>Penal Sum: Five Percent of the Attached Bid (5%)</p> <p>Date of Bond: July 29, 2025</p>	
<p>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.</p>	
<p>Bidder</p> <p>Edward and Thomas O'Connor, Inc.</p> <hr/> <p>(<i>Full formal name of Bidder</i>)</p> <p>By:  (<i>Signature</i>)</p> <p>Name: Patrick O'Connor, Jr. (<i>Printed or typed</i>)</p> <p>Title: President</p>	<p>Surety</p> <p>Old Republic Insurance Company</p> <hr/> <p>(<i>Full formal name of Surety (corporate seal)</i>)</p> <p>By:  (<i>Signature</i>) (<i>Attach Power of Attorney</i>)</p> <p>Name: Jaymie P. Columbus (<i>Printed or typed</i>)</p> <p>Title: Attorney-in-Fact</p>
<p>Attest:  (<i>Signature</i>)</p> <p>Name: Sherry M. Gilligan (<i>Printed or typed</i>)</p> <p>Title: Office Manager</p>	<p>Witness:  (<i>Signature</i>)</p> <p>Name: Kayley Klinkel (<i>Printed or typed</i>)</p> <p>Title: Witness</p>
<p>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.</p>	

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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INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same in his individual capacity.

Notary Public

COPARTNERSHIP

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

CORPORATE

STATE OF NEW YORK }
COUNTY OF Warren } ss

On this 29th day of July, 2025, before me personally appeared Patrick O'Connor, Jr. to me known, who, being by me first duly sworn, did depose and say that he/she resides in Queensbury NY; that he/she is the President of Edward and Thomas O'Connor, Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

SHERRY M. GILLIGAN
Notary Public, State of New York
No. 01G16406304
Residing in Warren County
My Commission Expires March 30, 2028

Sherry M Gilligan

Notary Public

SURETY

STATE OF NEW YORK }
COUNTY OF ALBANY } ss

I, Kayley Klinkel Notary Public of Schenectady County, in the State of New York do hereby certify that Jaymie P. Columbus Attorney-in-Fact, of the Old Republic Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Old Republic Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Latham in said County, this 29th day of July, A.D. 2025.

Kayley Klinkel
Notary Public, State of New York
Reg. No. 01KL0014828
Qualified in Schenectady County
Commission Expires 10/24/2027

Kayley Klinkel

Notary Public

OLD REPUBLIC INSURANCE COMPANY
OF MT. PLEASANT, PENNSYLVANIA

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2024

ADMITTED ASSETS

Bonds	\$2,453,673,474
Common stocks	565,874,958
Cash, cash equivalents and short-term investments	163,642,536
Receivable for securities	0
Bonds, short-term investments and cash held under retrospective rating agreements	186,816,584
Premiums and considerations – uncollected premiums and agents' balances in the course of collection	784,339,389
Deferred premiums, agents' balances and installments booked but deferred and not yet due	7,721,924
Accrued retrospective premiums	221,993
Funds held by or deposited with reinsured companies	821,389
Other amounts receivable under reinsurance contracts	955,961
Amounts recoverable from reinsurers	163,559,250
Electronic data processing equipment and software	406,517
Investment income due and accrued	26,421,077
Current federal and foreign income tax recoverable and interest	1,228,974
Receivables from parent, subsidiaries and affiliates	33,486,892
Other assets	4,833,206
TOTAL ADMITTED ASSETS	<u>\$4,394,004,124</u>

LIABILITIES AND SURPLUS

Losses	\$1,229,821,598
Reinsurance payable on paid losses and loss adjustment expenses	16,341,385
Loss adjustment expenses	214,024,737
Commissions payable, contingent commissions and other similar charges	9,320,486
Other expenses (excluding taxes, licenses and fees)	28,624,639
Taxes, licenses and fees (excluding federal income taxes)	59,948,051
Current federal income taxes	0
Net deferred tax liability	17,483,036
Unearned premiums	357,274,850
Dividends declared and unpaid - policyholders	0
Advance premium	136,048
Ceded reinsurance premiums payable (net of ceding commissions)	624,792,449
Funds held by company under reinsurance treaties	103,123,318
Amounts withheld or retained by company for account of others	210,127,614
Remittances and items not allocated	44,503,076
Provision for reinsurance	55,901,076
Payable to parent, subsidiaries and affiliates	3,893,933
Other liabilities	13,599,745
TOTAL LIABILITIES	<u>\$2,985,916,041</u>
Common capital stock	3,800,064
Surplus notes	155,000,000
Gross paid in and contributed surplus	103,869,422
Unassigned funds (surplus)	1,145,418,557
SURPLUS AS REGARDS POLICYHOLDERS	<u>\$1,408,088,083</u>
TOTAL LIABILITIES AND SURPLUS	<u>\$4,394,004,124</u>

Securities carried at \$480,955,858 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN)

)SS

COUNTY OF WAUKESHA)

Alan P. Pavlic, Vice President, and Kevin J. Abitz, Vice President of Old Republic Insurance Company of Mt. Pleasant, Pennsylvania being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2024, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2024, according to the best of their information, knowledge and belief, respectively.

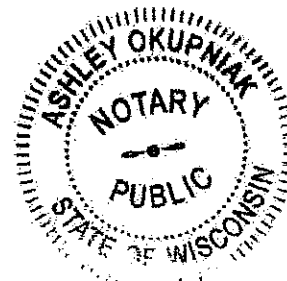
Alan P. Pavlic, Vice President

Kevin J. Abitz, Vice President

Sworn to and subscribed before me this 12th day of March, 2025.

Notary Public, State of Wisconsin

My Commission expires: August 23, 2028





OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

CHARLES C. LEACH, PATRICK J. CLYNE, JAYMIE P. COLUMBUS, MICHAEL J. GRASSO, KIMBERLY RITCHIE of LATHAM, NY

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 27th day of January, 2025.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 27th day of January, 2025, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

CERTIFICATE

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

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



72-5020

ORSC 11008 (6-93)

ARTHUR J GALLAGHER RISK MGMT

Signed and sealed at the City of Brookfield, WI this 29th day of July, 2025.

Karen J. Haffner
Assistant Secretary

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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**SECTION 004513
QUALIFICATIONS STATEMENT**

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Edward & Thomas O'Connor Inc.		
Corporate Office			
Name:	Patrick O'Connor	Phone number:	518-792-4090
Title:	President	Email address:	pat@etoconnor.com
Business address of corporate office:	Edward & Thomas O'Connor Inc.		
	P.O. Box 377		
	Glens Falls, NY 12801		
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:	1965	State in which Business was formed:	New York
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:	N/A	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:	Patrick O'Connor	Title:	President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ Unlimited
Name:	Brian O'Connor	Title:	Vice President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ Unlimited
Name:	Kevin O'Connor	Title:	Vice President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ Unlimited
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Certificate of Contractor Registration		
Licensing Agency:	New York State Department of Labor		
License No:	25-64LJK-CR	Expiration Date:	01-31-2027
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 type="checkbox"/> None			

ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	Patrick O'Connor		
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	2025			2024			2023		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Michigan Millers Mutual Insurance Company Policy W0118132	.75			1.21			1.40		

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:	NBT Bank Submitted upon award		
Business address:	86 Glens Street Glens Falls, NY 12801		
Date of Business's most recent financial statement:		<input 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:	Old Republic Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:			
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):	631 Excel Drive		
	Mt. Pleasant, PA 15666		
Physical Address (principal place of business):	same as above		
Phone (main):	contact: via Gallager	Phone (claims):	
518-869-3535			

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)		
Michigan Millers Mutual Insurance Co.	Commercial General Liability / C0534722		
	Automobile Liability / V0701245		
	Umbrella Liability / C0702281		
	Workers Compensation and Employers' Liability / W0118884		
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):	30 Century Hill Drive, Suite 200		
	Latham, NY 12110		
Physical Address (principal place of business):	Same as above		
Phone (main):	contact: via Gallager	Phone (claims):	
518-869-3535			

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:	25
Estimate of revenue for the current year:	\$7,000,000.00
Estimate of revenue for the previous year:	\$6,500,000.00

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

Years of experience with projects like the proposed project:			
As a general contractor:	120	As a joint venturer:	
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: Edward & Thomas O'Connor Inc.
By: Patrick O'Connor (typed or printed name of organization)
Name: Patrick O'Connor (individual's signature)
Title: President (typed or printed)
Date: 7-31-2025 (typed or printed)
(date signed)

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

Attest: Sherry M. Gilligan (individual's signature)
Name: Sherry M. Gilligan (typed or printed)
Title: Office Manager (typed or printed)

Address for giving notices:
P.O. Box 377
Glens Falls, NY 12801

Designated Representative:
Name: Patrick O'Connor (typed or printed)
Title: President (typed or printed)
Address: P.O. Box 377 (typed or printed)
Glens Falls, NY 12801
Phone: 518-792-4090
Email: pat@etoconnor.com

Schedule A—Current Projects

Name of Organization	Glens Falls Hospital		Project Name	Glens Falls Hospital ER Addition	
Project Owner			Project Name		
General Description of Project			Date Project	9-1-24 - Current	
Project Cost	\$2,000,000.00		Project Manager	Safety Manager	
Key Project Personnel	Project Manager		Project Superintendent	Patrick O'Connor	
Name	Bruce Hutchinson		Craig Collins	Patrick O'Connor	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer	Angelo Giannetino			518-926-2202	aglannetino@glenfalls Hosp.org
Construction Manager	Jim Edwards			518-786-7400	J.edwards@ctmale.com
<hr/>					
Project Owner	Washington County DPW NY		Project Name	Washington County Burgoyne Campus Project	
General Description of Project			Date Project	April 2025 - Current	
Project Cost	\$702,945.00		Project Manager	Safety Manager	
Key Project Personnel	Project Manager		Project Superintendent	Patrick O'Connor	
Name	Bruce Hutchinson		Craig Collins	Patrick O'Connor	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer	Matthew Jones		Washington County		mjones@washingtoncounty.gov
Construction Manager	Jennifer Denis		LaBella Associates	518-824-1937	idenis@labellappc.com
<hr/>					
Project Owner	Green Spark		Project Name	Queensbury Solar	
General Description of Project	New Solar Farm		Date Project	4-1-25 - Current	
Project Cost	\$400,000.00		Project Manager	Safety Manager	
Key Project Personnel	Project Manager		Project Superintendent	Patrick O'Connor	
Name	Patrick O'Connor		Richard Spencer	Patrick O'Connor	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager	Patrick O'Mally	Project Manager		508-423-6579	patrick.omalley@greensparksoar.com

QUALIFICATIONS STATEMENT
 MJ Project No. 965.27

004513-1

Schedule B—Previous Experience with Similar Projects

Name of Organization	City of Glens Falls		Project Name	Crandall Park Revitalization	
General Description of Project	reconstruction of tennis courts		Project Name	Crandall Park Revitalization	
Project Cost	\$350,000.00	Date Project	5-1-2020		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Patrick O'Connor	Craig Collins	Patrick O'Connor	Patrick O'Connor	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer	Emily Gardner	Engineer	Saratoga Associates	518-831-5784	egardner@saratogaassociates.com
Construction Manager	Emilly Gardner	Engineer	Saratoga Associates	518-831-5784	egardner@saratogaassociates.com
Project Owner	Whitehall School District	Project Name Reconstruction to Jr-Sr High School			
General Description of Project	Reconstruction of Track and Field & Parking Lots	Date Project	5-1-2020		
Project Cost	\$2.5 million	Date Project	5-1-2020		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Patrick O'Connor		Patrick O'Connor	Patrick O'Connor	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer	Pat Dee	Superintendent	Whitehall School	518-499-1772	
Construction Manager	Mark Bouley	Engineer	Tetra-Tech	607-216-6796	mark.bouley@tetrattech.com
	Mick Derway	Clerk of Works	N/A	518-361-7363	mderway05@gmail.com
Project Owner	Town of Queensbury	Project Name Queensbury Highway Garage			
General Description of Project	Reconstruct Parking Lots Build New Building	Date Project	3-1-2025		
Project Cost	\$500,000.00	Date Project	3-1-2025		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Patrick O'Connor	Bruce Hutchinson	Patrick O'Connor	Patrick O'Connor	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer	David Duell	Highway Super.	Town of Queensbury	518-791-6430	
	Nick Lobosco	Architect	C.T. Male Associates	518-786-7400	
Construction Manager	Brian Douglas	Vice President	MLB Construction	518-289-1371	bdouglas@mlbnd.com

Schedule B—Previous Experience with Similar Projects

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

Schedule C—Key Individuals

Project Manager			
Name of individual		Patrick O'Connor	
Years of experience as project manager		12	
Years of experience with this organization		12	
Number of similar projects as project manager		50	
Number of similar projects in other positions		50	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Misc. Asphalt Paving		20%	N/A
Glens Falls Hospital		10%	12-1-2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Dave King	Name	Richard Schermerhorn
Title/Position	Owner	Title/Position	Owner
Organization	L.G.RV Park	Organization	Schermerhorn Holdings
Telephone	518-792-3775	Telephone	518-798-0674
Email	dave@lakegeorgervpark.com	Email	rschermerhorn@schermerhornholdings.com
Project	Reconstruct Courts	Project	Walker Ridge
Candidate's role on project	Managed Project	Candidate's role on project	Manage Project
Project Superintendent			
Name of individual		Bruce Hutchinson	
Years of experience as project superintendent		35	
Years of experience with this organization		35	
Number of similar projects as project superintendent		100's	
Number of similar projects in other positions		0	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Glens Falls Hospital		100%	9-1-2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Richard Schermerhorn	Name	Mick Derway
Title/Position	Owner	Title/Position	Clerk of Works
Organization	Schermerhorn Holdings	Organization	Whitehall
Telephone	518-798-0674	Telephone	518-361-7363
Email	rschermerhorn@schermerhornholdings.com	Email	mderway05@gmail.com
Project	Walker Ridge	Project	Whitehall School
Candidate's role on project	Manage Project	Candidate's role on project	Superintendent

Safety Manager			
Name of individual		Patrick O'Connor - See Previous Information	
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		Patrick O'Connor - See Previous Information	
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	

END OF SECTION

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SECTION 004526
AFFIDAVIT – WORKER'S COMPENSATION

State of New York

County of Warren

SS: _____

Patrick O'Connor

of Edward & Thomas O'Connor Inc.

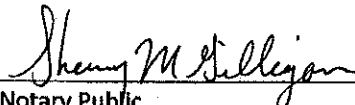
being duly sworn, deposes and says that Bidder now carries or that Bidder has applied for a Worker's Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed: 

Patrick O'Connor - President

Subscribed and sworn to before me

this 31st day of July, 2025


Notary Public

SHERRY M. GILLIGAN
Notary Public, State of New York
No. 01G18408304
Residing in Warren County
My Commission Expires March 30, 2028



Edward & Thomas O'Connor, Inc.

————— *Since 1905* —————

Site Development / Asphalt Paving / Heavy Construction

PO Box 377
147 Meadowbrook Rd.
Glens Falls, NY 12801
www.etoconnor.com

Phone: 518-792-4090
Fax: 518-792-4194
Email: Brian@etoconnor.com
Email: Pat@etoconnor.com

Bid Submitted to : Town of Clifton Park
Bid For: Martin Jewitt Longkill Park Improvements MJ965.27

List of Proposed Subcontractors: AFSCO Fence
34 Big Boom Rd
Queensbury, NY 12804
518-792-7076

American Recreational Products, LLC
144-1 Remington Blvd.
Ronkonkoma, NY 11779
800-663-4096

List of Proposed Supplier: Palette Stone Corp.
373 Washington St.
Saratoga Springs, NY 12866
518-584-2421

WE ARE YOUR DOL



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

Edward and Thomas O'Connor, Inc.

147 Meadowbrook Rd

Queensbury, New York 12804

Phone Number: 518-792-4090

Registration Number: 25-64LJK-CR

Date of Issue: 2025-01-31

Expiration Date: 2027-01-31

(This license is valid only for the contractor named above)

Roberta Reardon

Commissioner

New York State Department of
Labor



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Martin Jewett Longkill Park – 7/31/25 @ 2pm

COMPANY NAME	All Work Except Allowance(s)	Allowance No. 1: Field Order Allowance (as described in Section 012100)	Total BID Amount (sum of both lines)	Add Alternate 1
HMA Contracting Corp.	\$ 328,790.00	\$ 15,000	\$ 343,790.00	\$ 180,650.00
TRINITY CONSTRUCTION	\$ 393,383.00	\$ 15,000	\$ 408,383.00	\$ 175,000.00
EDWARD & THOMAS O'CONNOR, INC.	\$ 328,000.00	\$ 15,000.	\$ 343,000.00	\$ 162,000.00
DEL SIGNORE BACKTOP PAVING INC.	\$ 379,319.00	\$ 15,000.00	\$ 387,319.00	\$ 170,245.00
CARVER CONSTRUCTION INC.	\$ 341,174.00	\$ 15,000.00	\$ 356,174.00	\$ 175,000.00
JAMES H. MALOY, INC.	\$ 379,000.00	\$ 15,000.00	\$ 394,000.00	\$ 148,600.00
Challo Construction CORP.	\$ 323,600.00	\$ 15,000.00	\$ 338,600.00	\$ 270,800.00

Total
\$505,000



August 13, 2025

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

RE: Martin Jewitt Longkill Park Improvements
Town of Clifton Park
Post-Bid Analysis
MJ Project No. 965.27

Dear Supervisor Barrett:

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. (MJ) has reviewed the bids received on July 31, 2025, for the above-referenced project. A total of seven (7) competitive bids were received. MJ compared the value to the final construction opinion of costs of \$509,307, developed in June 2025 to all bids received. Table 1 includes the final bid tabulation and comparison to the final cost estimate. The apparent low bidder, Edward & Thomas O'Connor, Inc. is approximately 0.8% lower than the opinion of probable construction cost including Add Alternate 1.

Table 1: Bid Results				
Bidder:	Base Bid Total:	Add Alternate 1 Total:	Base Bid and Add Alternate 1 Total:	Difference from MJ Estimate (%):
<i>Final Opinion of Probable Construction Costs</i>	\$335,519.00	173,518.00	\$509,037	
Edward & Thomas O'Connor Inc	\$328,000.00	\$162,000.00	\$505,000.00	-0.79%
HMA Contracting Corp	\$328,790.00	\$180,650.00	\$524,440.00	+3.03%
Carver Construction Inc	\$341,174.00	\$175,000.00	\$531,174.00	+4.35%
James H. Maloy Inc	\$379,000.00	\$148,600.00	\$542,600.00	+6.60%
Delsignore Blacktop Paving Inc	\$372,319.00	\$170,245.00	\$557,564.00	+9.53%
Gallo Construction Corp	\$323,600.00	\$240,800.00	\$579,400.00	+13.82%
Trinity Construction	\$393,383.00	\$175,000.00	\$583,383.00	+14.61%



MJ has performed an evaluation of the apparent low bidder Edward & Thomas O'Connor Inc. (O'Connor) of Glens Falls, NY.

O'Connor was contacted by MJ on August 12, 2025, regarding the project's scope of work and schedule. O'Connor reports to have a clear understanding of the scope of work and expressed no concerns with respect to achieving substantial completion by May 15, 2026.

On August 12, 2025, MJ completed a review of O'Connor's references to verify O'Connor's prior and current experience. All references provided positive recommendations which are listed below:

1. Jim at CT Male is currently working with O'Connor on the Glens Falls Hospital ER Expansion Project. O'Connor is responsible for all civil site work for the project including the installation of parking lots, site drainage, a helipad, and a retaining wall. Jim stated that O'Connor has been excellent to work with and has provided high quality work. He would recommend O'Connor to others and would personally work with them again.



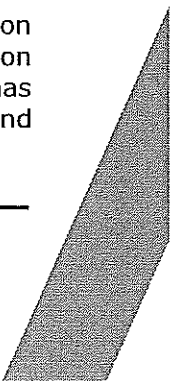
21 Corporate Drive
Clifton Park, NY 12065



518.371.0799
mj@mjteam.com
mjteam.com



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





2. Jen at La Bella is currently finishing up the Washington County Burgoyne Campus Project with O'Connor. O'Connor's scope includes all civil site work including paving, curbs, and light pole bases. She is very pleased with their work and would recommend O'Connor to others. Jen also spoke highly of O'Connor's craftsmanship at the City of Glens Falls Crandall Park playing courts which she personally uses.

O'Connor's references indicated that 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, based on our review, MJ recommends awarding the construction contract of the Martin Jewitt Longkill Park Improvements to Edward & Thomas O'Connor, Inc. of Glens Falls in the amount of \$505,000.

If you have any questions regarding this recommendation, please do not hesitate to contact me at 518.371.0799 ext. 357 or dgerber@mjteam.com. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Gerber', with a long horizontal flourish extending to the right.

Douglas F. Gerber, PLA
Senior Project Manager

cc: File



RESOLUTION

#14

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution authorizing the transfer of Pam Lamboy to the Comptroller's Department.

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

WHEREAS, a vacancy exists in the Comptroller's Department for an Account Clerk as a result of the resignation of James Murray, and

WHEREAS, Pam Lamboy, Town Receptionist, has applied for the position, and

WHEREAS, Comptroller, Mark Heggen, has recommended that the Board approve the transfer of Pam Lamboy to the Comptroller's Department, and

WHEREAS, Pam Lamboy is eligible for the transfer and has demonstrated the skills necessary for the position; now, therefore be it

RESOLVED, that Pam Lamboy be transferred to the Comptroller's Department to be compensated at Grade 4, Step 1, \$28.86 per hour, effective August 19, 2025, and be it further

RESOLVED, that the Comptroller is authorized to transfer \$20,000 from A-1315-E6141 (General Fund – Comptroller – J. Murray) to Pam Lamboy, A-1315-0976 (General Fund – Comptroller – P. Lamboy).



RESOLUTION

#15

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution to accept a proposal for the rental of three tents to be used on Household Hazardous Waste Day.

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

WHEREAS, proposals have been received for the rental of tents to be used on Household Hazardous Waste Day, September 6, 2025, and

WHEREAS, after reviewing the proposals received, Stormwater Management Officer, Scott Reese, has recommended that the low proposal of Whalen Tents, Inc. for an amount of \$2,504 for the rental of three tents be accepted; now, therefore, be it

RESOLVED, that the proposal of Whalen Tents, Inc., 5 North Street, Troy, NY, is hereby accepted for an amount not to exceed \$2,504, for the rental of three tents to be used on Household Hazardous Waste Day on September 6, 2025, to be paid from A-8989-150 (General Fund-Special Collections Day).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, August 14, 2025 12:21 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #2026

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

Department: Planning / Zoning

Your Name: Scott Reese

Your Email: sreese@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 08/18/2025 ✓

Board Meeting Date: 08/19/2025 ✓

Alternate Date: 09/02/2025

Budget Number: A-08989-00150

Budget Description: Special Collection Day

Amount: \$2,504

Brief Description: Stormwater Management Officer Scott Reese recommends that the low proposal of Whalen and Sons for an amount of \$2,504 for the rental of three tents to be used at the Town of Clifton Park Household Hazardous Waste Day on September 6, 2025.

Add Supporting Docs:

[f3a730cee8f49105_Request_for_Quotes_HHWD.pdf](#)

Additional Comments/Details: None

Agree to Terms: Agree

[unsubscribe](#)



Town of Clifton Park

Planning Department

One Town Hall Plaza | Clifton Park, New York 12065 | (518) 371-6054 | FAX: (518) 371-1136

Request for Quotes

Town of Clifton Park
Household Hazardous Waste Day – Saturday, September 6, 2025
30 Ray Road, Rexford, NY
8:00 am to 2:30 pm

Please provide pricing for the following tent rentals, set-up, and installation. Set up needs to be the Friday before the event. As this is a rain or shine event, we need protected work areas. Some work areas are separated due to the nature of the hazardous items collected and the needs of the waste haulers.

The site is a large flat area with a packed dirt surface.

We will need pricing for:

- 1 - Large 40' x 80' tent – no sides / no lights
- 2 – 9' x 10' tents – no sides / no lights

Please respond by August 11th, 2025.

Thank You,

Scott Reese
Town of Clifton Park
Stormwater Management Officer
(518) 371-6054 ext. 226
(518) 371-1136 (fax)
Email: sreese@cliftonpark.org



Whalen Tents Inc.
 5 North St
 Troy, NY 12180
 P: (518) 274-4412
 F: (518) 271-9091
 info@whalentent.com
 whalentent.com

Cornelius Whalen
 (518) 274-4412
 info@whalentent.com

QUOTE
 Quote #230699034
 Expires Aug 25, 2025
 at 7:32 AM EDT

Contact

Town of Clifton Park Scott Reese
 (518) 371-6054 226
 sreese@cliftonpark.org
 22 Ray Rd, Rexford, NY 12148

Event Information

Town of Clifton Park/Household Waste Day 2025

Location / Venue

22 Ray Rd, Rexford, NY 12148

Rental Items		9/6/2025 - 9/6/2025	
Description	Qty	Unit	Total
40 x 80 White Pole Tent SIZE: 40' Tents · Type: Pole	1	\$2,044.00	\$2,044.00
10 x 10 Frame Tent SIZE: 10' Frame · Type: Frame 10 x 10 Frame Tent With a White Cover	2	\$185.00	\$370.00

Logistics			
Description	Qty	Unit	Total
Clifton Park Delivery (Drop-Off) Friday, 9/5 [TBD] 22 Ray Rd, Rexford, NY 12148	1	\$70.00	\$70.00
Fuel Surcharge (Pickup) Sunday, 9/7 [TBD] 22 Ray Rd, Rexford, NY 12148	1	\$20.00	\$20.00

Make checks payable to:
 Whalen Tents Inc.
 5 North St, Troy, NY 12180
 Memo: Invoice #230699034

Totals	
Subtotal	\$2,504.00
Tax	\$0.00
Total*	\$2,504.00
Final Due on Oct 05, 2025	\$2,504.00
Remaining Balance*	\$2,504.00

Additional convenience fees may apply

Terms & Conditions

TERMS AND CONDITIONS

C. W. Whalen & Sons ("Lessor") hereby leases to the Lessee, and Lessee hereby leases from Lessor, the material and equipment described on the face side of this agreement (hereinafter called "equipment"), and agrees to provide the services incident thereto at the price set forth herein and subject to the following terms and conditions:

1. This is a lease agreement only and the equipment shall remain the personal property of Lessor. Lessee shall not sublet, encumber or dispose of said equipment or do anything which might suggest to third parties that Lessee has any power to do so. The equipment shall not be removed from the place of installation without the express written consent of Lessor, and Lessee shall not remove, cover or interfere with Lessor's identification or advertising labels attached to the equipment.
2. Lessee assumes all responsibility for loss of or damage to equipment (unless due solely to negligence of Lessor or an act of God) during the period from delivery of the equipment to removal thereof (the "lease period"). Lessee will pay for all equipment lost or damaged in an amount equal to, in Lessor's discretion, the replacement or repair cost. Lessee shall provide adequate security for the protection of the equipment.
3. Lessee assumes all risks and liability for the use and operation of the equipment and for personal injuries and property damage arising from or incidental thereto; and Lessee shall protect, defend, indemnify and save harmless Lessor, its officers and employees, against any and all claims, demands or causes of action of every kind arising in favor of any person, including but not limited to Lessee, his guests and employees of Lessor and Lessee, on account of personal injuries or death, or damage to property, growing out of, incident to or resulting directly or indirectly from the performance of this lease agreement, from any cause whatsoever unless such claims, demands or causes of action arise solely through the negligence of Lessor.
4. Lessee covenants that he shall secure all permits, licenses, consents etc., required for installation, maintenance and use of the equipment, and incur the costs thereof.
5. Lessee agrees to provide, at his expense, sufficient unobstructed space for the delivery, installation, dismantlement and removal of the equipment, and access to such space. Prior to the time fixed for the dismantlement and removal of the equipment, Lessee shall remove all personal property installed or placed within the equipment by Lessee or any other party, and upon dismantlement of the equipment, Lessor shall have no obligation to provide protection for such personal property of Lessee or third party which had theretofore been protected by Lessor's equipment or to move, remove or dismantle such personal property or to dispose of any rubbish or refuse on Lessee's premises not directly attributable to the removal of Lessor's equipment. In the event that any such personal property is not removed as required herein prior to the dismantlement and removal of the equipment, Lessor may nonetheless enter the premises, move or remove any of such personal property at Lessee's risk and cost, and dismantle and remove the equipment without further notice, and Lessee hereby indemnifies Lessor from any cost, expense or liability arising therefrom. Lessee will provide readily accessible power outlets of sufficient capacity to safely operate all electrical facilities proposed herein.
6. Lessor shall deliver and install the equipment at such reasonable times as it deems best for safety and scheduling, allowing time for Lessee's decoration and other pre-event arrangements. Lessee shall advise Lessor as to the existence and location of any underground cables, pipes, conduits, etc. In the absence of such advice Lessor can assume that no such underground obstructions exist. Although Lessor will endeavor to minimize damage to Lessee's lawn, plantings, underground utilities and premises generally (including power failures and other hazards), Lessee assumes the risk, and releases Lessor from liability for any such damages which may occur. Lessor may rely on and follow any directions whether oral or written of any member of Lessee's family or his employees or agents with respect to any act or acts performed by Lessor in the delivery, installation, dismantlement or removal of the equipment or the performance of any services called for by this agreement.
7. If Lessee supplies any labor in connection with the installation of the equipment, Lessee shall provide workmen's compensation insurance for such labor meeting applicable state law requirements and general liability insurance in amounts reasonably required by Lessor. Lessee shall hold Lessor harmless from and against any and all claims, damages, costs and liability of any nature related to the use of such labor supplied by Lessee.
8. In the event that Lessee changes any of the arrangements relating to the services to be performed or to equipment to be leased, Lessor shall have the right to add or subtract such equipment, service or servicement as in its sole discretion may be necessary to maintain the safety and quality of the work to be performed. Lessee shall pay for any additional equipment, service or servicement (or shall receive credit for any reduction thereof) at Lessor's customary charge therefor.
9. Lessee understands that tents are designed to provide limited protection from weather conditions, primarily sun and rain. However there may be situations, particularly those involving strong winds, heavy snow and lightning, in which the tents will not provide adequate protection and may even be damaged or blown over, and which can be life-threatening. Evacuation or non-use of tents to avoid possible injury is recommended when severe weather threatens the area where the tent is erected. Lessee agrees that in the event of a predicted or actual storm or excessive winds, Lessor, in Lessor's sole and absolute discretion, may dismantle any equipment that has been previously installed or choose not to provide any services previously agreed upon to ensure safety of all involved. Lessee indemnified and holds harmless C. W. Whalen & Sons from all claims, damages, costs and liabilities of any nature related to the use, non-use, maintenance and/or dismantling of any tents and/or equipment.
10. Lessee shall pay the contract price, plus such additions thereto as may be agreed upon or chargeable pursuant to the terms hereof within the period specified herein. If the balance due is not paid at that time, an amount equal to 1 1/2% (18% annually) of the outstanding balance shall be added to said balance every thirty (30) days thereafter until final payment is made by Lessee. In the event that Lessee has directed that the lease charges hereunder be billed to another person or organization, and payment is not made by such person or organization within the terms specified, Lessee shall, promptly upon receiving notice of non-payment, pay said lease charges and such additional charges as may be added to the outstanding balance pursuant to the terms hereof.
11. If Lessee shall default in the payment of any fees hereunder or otherwise breach any of the terms or conditions hereof, or if any execution or writ or process of law shall be issued in any action against the Lessee, whereby the said equipment might be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against Lessee or his property, or if Lessee shall enter into any agreement or composition with creditors, or if Lessor shall deem itself insecure, Lessor may immediately take repossession of its equipment without any court order or any other process of law and may enter upon any premises where said equipment may be and remove the same with or without notice of its intention to do so, without liability therefor.
12. No representations, warranties or agreements, oral or written, expressed or implied, have been made by either party hereto with respect to this agreement or the equipment rented, except as expressly or implied, have been made by either party hereto with respect to this agreement or the equipment rented, except as expressly provided herein. This agreement, together with schedules from time to time attached hereto, constitutes the entire agreement of the parties hereto. Any changes or modification of this agreement must be in writing and signed by the duly authorized representatives of the parties hereto except that any agreement between the said parties as to any additional equipment or services needed by the Lessee and the charges therefor may be made orally by the parties. In the event of any breach of this agreement by Lessor, Lessee's sole and exclusive remedy shall be the refund of the price paid, or that portion thereof as may represent Lessee's damages. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM LESSOR'S BREACH.

13. Lessor's rights and remedies hereunder or by law shall be cumulative, not exclusive, and shall be in addition to all of the rights and remedies available to Lessor. Lessor's failure to enforce strictly any provisions of this agreement shall not be construed as a waiver thereof, or as excusing Lessee from future performance.

14. If this contract provides for the sale of goods, paragraphs 3, 4, 7, 11, 12, 13, and 14 above shall apply, and in addition, the following terms shall apply:

a. The goods are sold "AS IS" with NO WARRANTY of merchantability or of fitness for a particular purpose except as expressly stated on the face hereof.

b. Installation, maintenance or other services are not included in the sale contract. If this agreement provides for services to be rendered by C. W. Whalen & Sons, the contract therefor shall be deemed separate from this agreement, and will be priced separately, and in such case paragraph 6 shall apply to the extent it is applicable. c. Buyer represents and warrants that he has all knowledge and facilities necessary for proper maintenance of the goods sold and Buyer further indemnifies and holds harmless C. W. Whalen & Sons from all claims, damage, cost and liability of any nature related to the use and/or maintenance of the goods.

15. Any person executing this agreement on behalf of a corporation or organization warrants in his individual capacity that he is acting within the scope of his authority and that said corporation or organization shall be bound thereby.

16. Lessee shall not sublease or assign his interest under this contract unless he has received written permission from the Lessor.

17. The Lessee agrees not to use the material and equipment described on the face of this agreement for unlawful purposes.

18. If C. W. Whalen & Sons is required to initiate any legal action due to an infraction of these terms and conditions, the Lessee will be liable for the costs and attorneys' fees.

Payment Policy

No initial payment is required to confirm this agreement.

The remaining balance is due **within thirty (30) calendar days** following the latest of, a) the receipt of goods b) or performance of services.

Additional payment processing fees may apply.

Signature

Printed Name

Date



Clifton Park Household Hazardous Waste Day – September 6, 2025

Scott Reese

From: Scott Reese
Sent: Monday, August 4, 2025 2:14 PM
To: info@cliftonparkrental.com
Subject: Request for Tent Quote

**Town of Clifton Park
Household Hazardous Waste Day – Saturday, September 6, 2025
30 Ray Road, Rexford, NY
8:00 am to 2:30 pm**

Please provide pricing for the following tent rentals, set-up, and installation. Set up needs to be the Friday before the event. As this is a rain or shine event, we need protected work areas. Some work areas are separated due to the nature of the hazardous items collected and the needs of the waste haulers.

The site is a large flat area with a packed dirt surface.

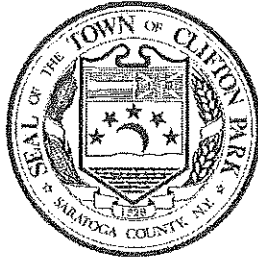
We will need pricing for:

- 1 - Large 40' x 80' tent – no sides / no lights**
- 2 – 9' x 10' tents – no sides / no lights**

Thank you,
Scott Reese
Town of Clifton Park
Zoning Administrator
Stormwater Management Officer
(518) 371-6054

DID NOT RESPOND

MOST OTHER TENT SUPPLIERS
DONT HAVE 40' x 80' TENTS.



RESOLUTION

#16

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution authorizing the Collection System Manager to retain Precision Trenchless, LLC to evaluate storm sewers within the Huntwood and Park Lane subdivisions.

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

WHEREAS, Collection System Manager, Michael O'Brien, has identified selected storm sewer segments within the subdivisions based on severity, continuity and potential for significant impacts upon failure, as noted in the attached Precision Trenchless pricing proposal, and

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

WHEREAS, the Sewer Department has now requested authorization to enter a contract with Precision Trenchless, LLC, 1710 Erie Blvd., Schenectady, NY, using the piggyback option from the 2023 Contract #0010984 of Onondaga County, attached, whose bids were opened on November 1, 2023, with prices extended to January 1, 2025 through December 31, 2025, according to bid documents and correspondence reviewed from the Onondaga County Division of Purchase, and

WHEREAS, Precision Trenchless has provided quotes in the amount of \$671,217 for the storm sewer evaluations, per the attached, using unit prices as bid in the Onondaga contract; now, therefore, be it,

RESOLVED, that the Supervisor is authorized to execute a contract with Precision Trenchless, LLC for storm sewer evaluations in the Huntwood and Park Lane subdivisions, for a total amount not to exceed \$671,217, to be paid from A-8540-200 (General Fund – Drainage – Capital Improvements) with a transfer of \$146,217 from A-914 (Undesignated Fund Balance).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, August 11, 2025 2:00 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #2002

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

Department: Supervisor
Your Name: Michael O'Brien
Your Email: mobrien@cliftonpark.org
Sponsor: Barrett
Agenda Session Date: 08/18/2025 ✓
Board Meeting Date: ~~09/02/2025~~ ✓ 08/18/2025
Alternate Date: 09/02/2025
Budget Number: see heggen
Budget Description: see heggen
Amount: \$671,216.80
Brief Description: Town Supervisor has instructed the Town of Clifton Park Sewer Department to evaluate storm sewers within the Huntwood and Park Lane Subdivisions.

Precision Group is has a current Onondaga County Contract Bid Ref. # 0010984

Selected segments were chosen based on severity, continuity, and potential for significant impacts upon failure.

Original quote was \$1,123,854.10 reduced down to \$671,216.80 for budgetary purposes.

Add Supporting Docs:

[5898c8d87656e6db_Precision_Trenchless_-_Piggyback_Onondaga_Contract_2023.pdf](#)
[bd43abbc4d016bbe_Pricing_Glouster_St_and_Huntwood_Dr_storm_water_project_Revised_.pdf](#)
[03ef60d5922eb87f_Precision_Stormwater_Segment_Map_Glou_Hunt.pdf](#)

Additional Comments/Details: This resolution was requested by Supervisor Barrett. I do not know Acct# or Desc

Agree to Terms: Agree

[unsubscribe](#)

Date issued: November 26, 2024

COUNTY OF ONONDAGA
DIVISION OF PURCHASE
13TH FLOOR
421 MONTGOMERY STREET
SYRACUSE NEW YORK 13202



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Amendment to

NOTICE OF CONTRACT AWARD

COMMODITY/SERVICE:

936-54

Collection System Infrastructure Renewal –
Cured In-Place Pipe

CONTRACT PERIOD:

January 1, 2025 – December 1, 2025 *

BID REF. #

0010984

CONTRACT

5625
5626

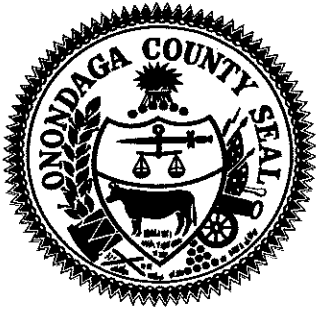
VENDOR

Kenyon Pipeline Inspection LLC
Precision Trenchless LLC

These contracts are being renewed as noted above. There is one (1) annual renewal remaining.

NOTE: Daisy Vollmer is the buyer – daisyvollmer@ongov.net

All other terms and conditions remain the same.



**COUNTY OF ONONDAGA
DIVISION OF PURCHASE**

**13TH FLOOR
421 MONTGOMERY STREET
SYRACUSE NEW YORK 13202**

BLANKET

NOTICE OF CONTRACT AWARD

COMMODITY/SERVICE:

936-54 Collection System Infrastructure Renewal -
Cured In-Place Pipe

CONTRACT PERIOD:

January 1, 2024 – December 31, 2024

BID OPENED:

November 1, 2023

BID REF. #: 0010984

REFERENCE:
Supersedes Ref. #0010394

RENEWAL:

Two (2) additional one (1) year periods

DATE ISSUED:

December 12, 2023

INQUIRIES TO:

Michael Gittschau, Buyer
315-435-3415

This is only a synopsis of the contract. Complete contract documents/specifications are on file in the Purchase Division. If you require additional information, you may call this office at (315) 435-3458 between 8:30 am and 4:30 pm.

CONTRACT ID NO VENDOR NAME & ADDRESS PHONE NO & CONTACT

5625	Kenyon Pipeline Inspection LLC 68 Park Road Queensbury NY 12804 Vendor Code #42094	518-832-4070 518-348-3040 (FAX) Kevin Mitchell kevin@kpisewer.com
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5626	Precision Trenchless LLC 1710 Erie Blvd Schenectady NY 12308 Vendor Code #29531	518-346-5800 518-346-6077 (FAX) Ryan Bridegroom Ordering Email: rbridegroom@precisiontrenchless.com Bid Email: lcurtis@pim-inc.com
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SCOPE: Provide all equipment, materials, tools, labor, incidentals and services necessary for traffic control, bypass pumping and/or diversion of flows, cleaning and television inspection of sewers to be rehabilitated, liner installation, reinstatement of service connections, all quality controls, provide samples for performance of required tests, find television inspection, testing of the rehabilitated pipe system, warranty work and other work as shown, specified, and required for assessing the condition of host pipes and, where necessary, installing cured-in-place pipe lining.

SCHEDULE: It is the County's intent to issue the first Task Order by March each year. Following issuance of a Task Order, the Contractor shall have four (4) months to mobilize to the area and six (6) months to complete the work once the Contractor has arrived on site. All work of the Task Order shall be complete by the end of the year unless otherwise directed by Onondaga County or a designated representative.

PRICING: See attached pricing pages.

ESCALATION: Increases to the bid price may be honored at the time of renewal of the contract. Refer to the standard escalation clause in the bid specification.

If a price increase is approved, the Purchase Division will issue an update to the user department(s).

ORDERING: This award has been set up as a blanket contract in the PeopleSoft System. Items must be ordered on-line using the PeopleSoft Requisition.

INSPECTION: Departments are responsible for inspecting shipments to ensure that what was ordered was received.

PAYMENT: Payments will be made with the PeopleSoft Purchase Order, receipts, vendor's original invoice and voucher.

DISCREPANCIES: In the event of a discrepancy, contact the vendor at the number listed on the front of this notice.

PROBLEMS: If you experience problems that cannot be resolved with the vendor, use the PO Variance Report/"Change Notice" Request form for the documentation and send it to the Purchase Division Buyer.

*Clarification regarding Group A in pricing pages:

"Group A is to be used for standalone cleaning and inspection services not associated with lining work."

Groups C, D, F, and G include the following work:

Section 3.1 ARTICLE 3 EXECUTION OF THE WORK indicates the following:

- A. The Contractor shall clean pipes prior to pre-construction inspection, such that the pipes are free of roots, grease, sand, rocks, sludge, tuberculation (to a tolerance of 0.25 inches projection) and other debris. Protruding taps and seal material shall be removed prior to lining.
- B. The Contractor shall conduct a pre-construction inspection of the pipes to confirm the inside diameter, alignment and condition of each segment to be lined, as well as to locate PACP Runners or Gushers, pockets of water, or structural impediments that would affect long-term viability of the pipe liner.
- C. The data and information collected from this pre-construction inspection will be used to verify the size of the liner and refine the installation techniques.

PRICING PAGES

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

KENYON PIPELINE

GROUP A - CLEANING & INSPECTION SERVICES					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
A1	HD CCTV Inspection (8" - 18" pipe)	9,600	LF	3.00	28,800.00
A2	Multi-sensor Inspection (Greater than 18" pipe)	5,400	LF	6.00	32,400.00
A3	Perform Heavy Cleaning of 8" - 12" Sewer Main	7,000	LF	3.75	26,250.00
A4	Perform Heavy Cleaning of 15" - 24" Sewer Main	3,600	LF	5.00	18,000.00
A5	Perform Heavy Cleaning of 30" - 36" Sewer Main	1,600	LF	10.00	16,000.00
A6	Perform Heavy Cleaning of 42" - 48" Sewer Main	1,600	LF	15.00	24,000.00
A7	Perform Heavy Cleaning of 60" Sewer Main	600	LF	40.00	24,000.00
A8	Perform Heavy Cleaning of 72" Sewer Main	600	LF	40.00	24,000.00

GROUP B - BYPASS PUMPING				KENYON PIPELINE		PRECISION TRENCHLESS	PRECISION TRENCHLESS
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
B1	Provide temporary bypass pumping system for 8" to 12" main as specified	5	DAY	50.00	250.00	750.00	3,750.00
B2	Provide temporary bypass pumping system for 15" to 24" main as specified	5	DAY	50.00	250.00	4,400.00	22,000.00
B3	Provide temporary bypass pumping system for 30" to 36" main as specified	5	DAY	150.00	750.00	4,900.00	24,500.00
B4	Provide temporary bypass pumping system for 42" to 48" main as specified	5	DAY	150.00	750.00	5,500.00	27,500.00
B5	Provide temporary bypass pumping system for 60" main as specified	5	DAY	150.00	750.00	7,000.00	35,000.00
B6	Provide temporary bypass pumping system for 72" main as specified	5	DAY	150.00	750.00	10,000.00	50,000.00

PRICING PAGES (Cont'd)**KENYON PIPELINE**

GROUP C – CIPP LINING (STEAM CURED)					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
C1	Furnish and Install 8" CIPP lining	3,000	LF	36.00	108,000.00
C2	Furnish and Install 10" CIPP lining	2,000	LF	38.00	76,000.00
C3	Furnish and Install 12" CIPP lining	2,000	LF	42.00	84,000.00
C4	Furnish and Install 15" CIPP lining	1,600	LF	65.00	104,000.00
C5	Furnish and Install 18" CIPP lining	1,000	LF	85.00	85,000.00
C6	Furnish and Install 24" CIPP lining	1,000	LF	135.00	135,000.00
C7	Furnish and Install 30" CIPP lining	800	LF	225.00	180,000.00
C8	Furnish and Install 36" CIPP lining	800	LF	300.00	240,000.00
C9	Furnish and Install 42" CIPP lining	800	LF	375.00	300,000.00
C10	Furnish and Install 48" CIPP lining	800	LF	450.00	360,000.00
C11	Furnish and Install 60" CIPP lining	600	LF	875.00	525,000.00
C12	Furnish and Install 72" CIPP lining	600	LF	1,000.00	600,000.00

PRECISION TRENCHLESS

GROUP D – CIPP LINING (UV CURED)					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
D1	Furnish and Install 8" CIPP lining	3,000	LF	55.00	165,000.00
D2	Furnish and Install 10" CIPP lining	2,000	LF	63.00	126,000.00
D3	Furnish and Install 12" CIPP lining	2,000	LF	68.00	136,000.00
D4	Furnish and Install 15" CIPP lining	1,600	LF	100.50	160,800.00
D5	Furnish and Install 18" CIPP lining	1,000	LF	130.50	130,500.00
D6	Furnish and Install 24" CIPP lining	1,000	LF	168.00	168,000.00
D7	Furnish and Install 30" CIPP lining	800	LF	238.00	190,400.00
D8	Furnish and Install 36" CIPP lining	800	LF	302.00	241,600.00
D9	Furnish and Install 42" CIPP lining	800	LF	310.00	248,000.00

D10	Furnish and Install 48" CIPP lining	800	LF	380.00	304,000.00
D11	Furnish and Install 60" CIPP lining	600	LF	625.00	375,000.00
D12	Furnish and Install 72" CIPP lining	600	LF	650.00	390,000.00

GROUP E – GENERAL REQUIREMENTS				KENYON PIPELINE		PRECISION TRENCHLESS	PRECISION TRENCHLESS
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
E1	Mobilization	1	EA	15,000.00	15,000.00	5,000.00	5,000.00
E2	Maintenance and Protection of Traffic	1	EA	3,500.00	3,500.00	2,900.00	2,900.00
E3	Site Clearing	100	SY	100.00	10,000.00	100.00	10,000.00

KENYON PIPELINE

GROUP F – CIPP LINING FOR HIGHWAY CROSS-CULVERTS (STEAM CURED)							
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE		
F1	Maintenance and Protection of Traffic for Highway Cross Culverts	100	DAY	250.00	25,000.00		
F2	Furnish and Install 8" CIPP lining, Pay Range 1' to 100'	300	LF	50.00	15,000.00		
F3	Furnish and Install 10" CIPP lining, Pay Range 1' to 100'	300	LF	50.00	15,000.00		
F4	Furnish and Install 12" CIPP lining, Pay Range 1' to 100'	300	LF	60.00	18,000.00		
F5	Furnish and Install 15" CIPP lining, Pay Range 1' to 100'	300	LF	85.00	25,500.00		
F6	Furnish and Install 18" CIPP lining, Pay Range 1' to 100'	300	LF	150.00	45,000.00		
F7	Furnish and Install 24" CIPP lining, Pay Range 1' to 100'	300	LF	200.00	60,000.00		
F8	Furnish and Install 30" CIPP lining, Pay Range 1' to 100'	300	LF	300.00	90,000.00		
F9	Furnish and Install 36" CIPP lining, Pay Range 1' to 100'	300	LF	450.00	135,000.00		
F10	Furnish and Install 42" CIPP lining, Pay Range 1' to 100'	300	LF	500.00	150,000.00		
F11	Furnish and Install 48" CIPP lining, Pay Range 1' to 100'	300	LF	700.00	210,000.00		
F12	Furnish and Install 60" CIPP lining, Pay Range 1' to 100'	300	LF	1,100.00	330,000.00		
F13	Furnish and Install 72" CIPP lining, Pay Range 1' to 100'	300	LF	1,500.00	450,000.00		

PRICING PAGES (Cont'd)

PRECISION TRENCHLESS

GROUP G – CIPP LINING FOR HIGHWAY CROSS CULVERTS (UV CURED)					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
G1	Maintenance and Protection of Traffic for Highway Cross Culverts	100	DAY	250.00	25,000.00
G2	Furnish and Install 8" CIPP lining, Pay Range 1' to 100'	300	LF	60.00	18,000.00
G3	Furnish and Install 10" CIPP lining, Pay Range 1' to 100'	300	LF	70.00	21,000.00
G4	Furnish and Install 12" CIPP lining, Pay Range 1' to 100'	300	LF	80.00	24,000.00
G5	Furnish and Install 15" CIPP lining, Pay Range 1' to 100'	300	LF	99.00	29,700.00
G6	Furnish and Install 18" CIPP lining, Pay Range 1' to 100'	300	LF	125.00	37,500.00
G7	Furnish and Install 24" CIPP lining, Pay Range 1' to 100'	300	LF	168.00	50,400.00
G8	Furnish and Install 30" CIPP lining, Pay Range 1' to 100'	300	LF	235.00	70,500.00
G9	Furnish and Install 36" CIPP lining, Pay Range 1' to 100'	300	LF	299.00	89,700.00
G10	Furnish and Install 42" CIPP lining, Pay Range 1' to 100'	300	LF	468.00	140,400.00
G11	Furnish and Install 48" CIPP lining, Pay Range 1' to 100'	300	LF	600.00	180,000.00
G12	Furnish and Install 60" CIPP lining, Pay Range 1' to 100'	300	LF	1,000.00	300,000.00
G13	Furnish and Install 72" CIPP lining, Pay Range 1' to 100'	300	LF	2,000.00	600,000.00

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

On Behalf of Precision Trenchless LLC, I am pleased to present you with pricing for CIPP lining & CCTV work for the Glouster and Huntwood Storm water culvert lining project.

Work scope included in pricing

- CCTV with thumb drive videos and reports
- High pressure jetting and cleaning of all pipe prior to UV CIPP installation
- Installation of 12,15,18,24 & 30 inch UV CIPP per plans
- Bypass of all water throughout installation process up to 4" capacity.

Exclusions

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

Pricing for UV CIPP, Bypass, CCTV, Traffic and Cleaning of stormwater pipes

Glouster Street

CB1-CB2 12 inch @ 142LF	\$ 15,279.80
CB2-CB3 12 inch @158LF	\$ 16,590.20
CB6-CB7 12 inch @ 29LF	\$ 6,025.10
CB8-CB9 12 inch @ 29LF	\$ 6,025.10
CB11-CB12 12inch @ 237LF	\$ 23,060.30
CB47-CB48 12 inch @49LF	<u>\$ 7,663.10</u>
12 inch Total Glouster	\$ 74,643.60

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

CB3-CB4 15 inch @52LF	\$13,768.80
CB21-CB23 15 inch @162F	<u>\$27,452.80</u>
15 inch Total Gloucester	\$41,221.60
CB4-CB5 18 inch @41LF	\$13,630.40
CB4-CB6 18 inch @110LF	<u>\$24,284.00</u>
18 inch Total Gloucester	\$37,914.40
CB6-CB8 24 inch @ 119LF	\$ 30,136.10
CB8-CB10 24 inch@ 94 LF	\$ 25,808.60
CB10-CB11 24 inch @29LF	\$ 12,025.10
CB17-CB19 24 inch @239LF	<u>\$ 53,164.10</u>
24-inch Total Gloucester	\$121,133.90

Barnwood Dr

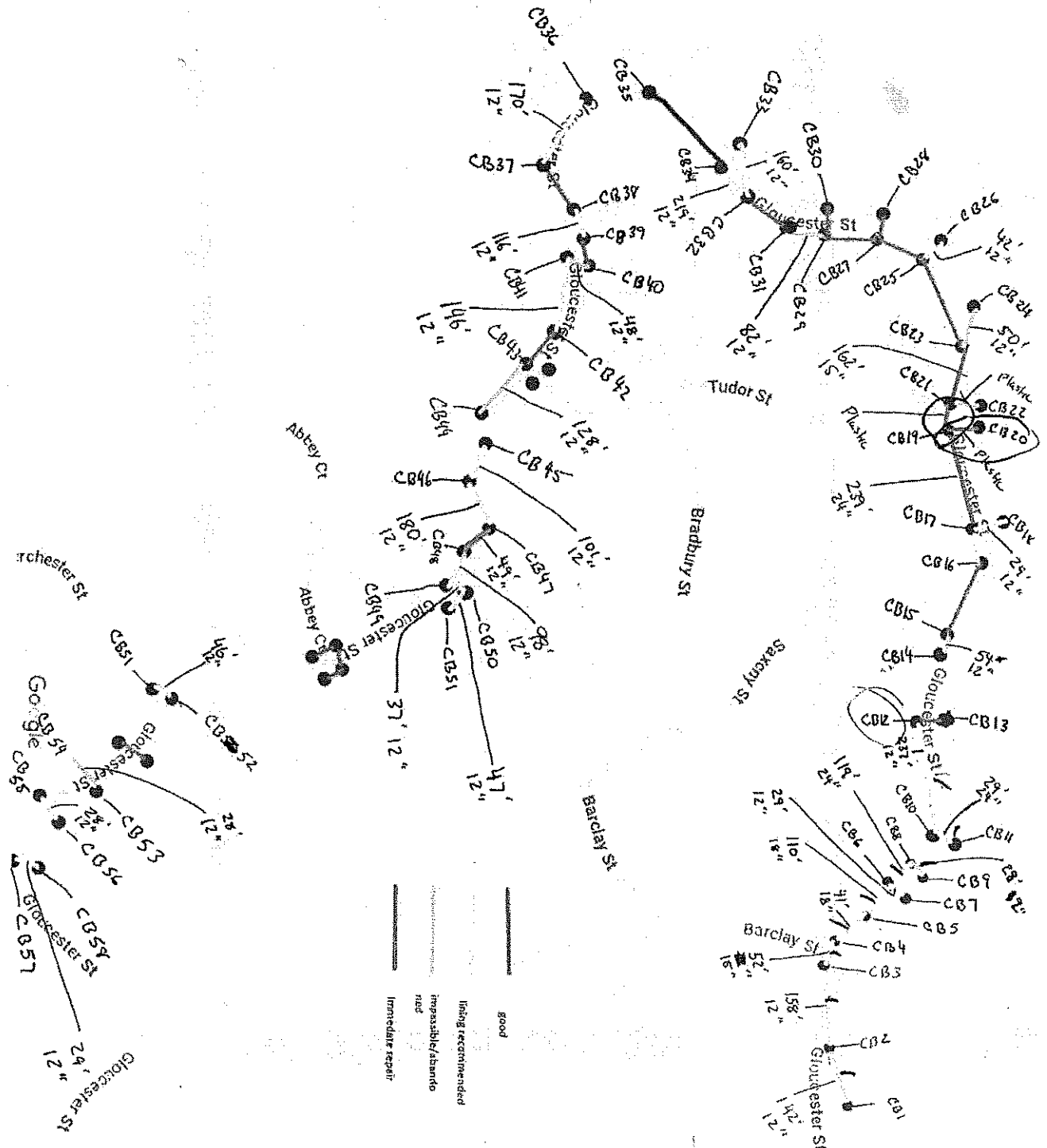
CB35-CB34 15 inch @192LF	\$ 31,184.80
15 inch Total on Barnwood DR	\$ 31,184.80
CB13-14 24 inch @311LF	\$ 66,980.90
CB13-11 24 inch @289LF	<u>\$ 62,759.10</u>
24 inch Total on Barnwood Dr	\$129,740.00
CB1-CB2 30 inch @39LF	\$ 18,209.10
CB6-CB7 30 inch @245LF	\$ 73,190.50
CB8-CB9 30 inch @162LF	\$ 51,037.80
CB9-CB11 30 inch @319LF	<u>\$ 92,941.10</u>
30 inch Total on Barnwood Dr	\$235,378.50

Estimated project total \$671,216.80 *

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

Signature _____ Date _____

Please contact me with any questions
 Sincerely,
 Lawrence Curtis
 Precision Trenchless LLC
Lcurtis@pim-inc.com
 518 225 7129



Vischer Ferry Rd

← Vischer Ferry Rd

Vischer Ferry Rd

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Precision Trenchless, LLC

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

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

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

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**
 Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

1710 Erie Blvd.

6 City, state, and ZIP code

Schenectady, NY 12308

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									

or

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

[Handwritten Signature] **CONTROLUSER**

Date ▶ **10/30/23**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

† The U.S. grantor or other owner of a grantor trust and not the trust, and

† The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

Signature requirements. Complete the certification as indicated in 1 through 5 below.

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

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

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

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

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

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

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee
b. So-called trust account that is not a legal or valid trust under state law	The actual owner
5. Sole proprietorship or disregarded entity owned by an individual	The owner

For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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

² Circle the minor's name and furnish the minor's SSN.

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

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

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

Privacy Act Notice

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

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



ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

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

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

WORKERS COMPENSATION
WC000313 - Waiver of Subrogation

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

Cynthia, Zlogar

From: Alycia Guy <AlyciaGuy@ongov.net>
Sent: Friday, August 15, 2025 1:08 PM
To: Cynthia, Zlogar; Paul, Pelagalli
Cc: Daisy Vollmer
Subject: Re: Bid #0010984 Cured In-Place Pipe

Hi Cindy,

They are instructed to send updates with renewals - but they are able to send them directly to county insurance site which I do not have access to the actual documents, I can only see if the updates are there:

Worker Comp & Disability are good until 12/31/2026 *
Liability, Auto, Umbrella 12/31/2026 *

Thank You,

Alycia Guy
Onondaga County
Division of Purchase - 13th Floor
Purchase Contract Clerk
421 Montgomery Street
Syracuse, New York 13202
P: 315-435-3469
E: alyciaguy@ongov.net

From: Cynthia, Zlogar <CZlogar@cliftonpark.org>
Sent: Friday, August 15, 2025 12:10 PM
To: Paul, Pelagalli <PPelagalli@cliftonpark.org>; Alycia Guy <AlyciaGuy@ongov.net>
Cc: Daisy Vollmer <DaisyVollmer@ongov.net>
Subject: RE: Bid #0010984 Cured In-Place Pipe

NOTICE: This email originated from **outside** of Onondaga County's email system. **Use caution** with links and attachments.

Hi Alycia,

Thank you for forwarding the current amendment to Contract #0010984. The Certificate of Insurance (COI) we have for Precision Trenchless and this contract expired on 04/30/2024. Does Precision send you updated COI's?

Thanks for your time,
Cindy Zlogar
Town Attorney's Office



RESOLUTION

#17

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution authorizing the installation of a generator at the Settlers Lane Pump Station.

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

WHEREAS, Collection System Manager, Michael O'Brien, requested price quotes for the replacement of the emergency standby generator for the pump station, and

WHEREAS, National Grid submitted the lowest conforming quote to install a generator at the Settlers Lane Pump Station in an amount not to exceed \$11,391, and

WHEREAS, the Town Board, as commissioners of Dutch Meadows Sewer District No. 1, wishes to have a generator installed to ensure continuing operation of the Settlers Lane Pump Station; now therefore be it

RESOLVED, that the Town Board hereby accepts the proposal from National Grid to install one (1) emergency standby generator, at a cost not to exceed \$11,391, and be it further

RESOLVED that the Comptroller is authorized to transfer \$11,391 to account G5-08111-00200 (Dutch Meadows Sewer District No.1 - Sewer Contractual – Equipment).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, August 12, 2025 11:42 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; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #2013

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

Department: Sewer

Your Name: Michael O'Brien

Your Email: mobrien@cliftonpark.org

Sponsor: Barrett

Agenda Session Date: 08/18/2025 ✓

Board Meeting Date: ~~09/02/2025~~ ✓ 08/18/2025

Alternate Date: 09/02/2025

Budget Number: G5-8111-200 ✓

Budget Description: Equip and Bldg

Amount: \$11,390.28

Brief Description: The Town of Clifton Park Sewer Department replaced a failed Natural Gas powered standby generator with a similar model.

The current gas supply is inadequate per the manufacturer and must be upgraded.

National Grid has to perform the upgrade and has provided us an estimate for the work.

Add Supporting Docs:

[b4853d164dc2017f_NatGrid.pdf](#)

Additional Comments/Details: Sole vendor

Agree to Terms: Agree

[unsubscribe](#)

July 30, 2025

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

Re: Gas Service Proposal WR# 31104875 – Settlers Lane, Ballston Lake, NY 12019

Attention: Mike O'Brien

Enclosed please find a Gas Service Proposal to upgrade existing gas facilities for increased gas load with a back-up generator install, including replacing the current 1/2" plastic service with 1. ¼" plastic service, remove 205 meter and install new 800 meter at Settlers Ln, Ballston Lake

Pursuant to PSC No. 219 Tariff Rule 18.12, there is an estimated cost to you in the amount of \$11,390.28 plus \$0 in applicable sales taxes.

If this Proposal is acceptable, please sign and return this letter. Upon receipt of your acceptance, you will be billed under separate cover in the amount of \$ 11,390.28. This estimate is valid for 90 days from the date of this letter.

The breakdown of these estimated charges are as follows:

Labor, Expenses, & Fringes	\$6,299.23
Materials & Handling	\$600.70
Transportation	\$923.26
Overheads	\$3,567.09
Sub-Total	\$11,390.28
Taxes	\$0
Total Estimate Charges	\$11,390.28

This work will be scheduled upon receipt of this signed proposal, payment of invoice, and completion of all responsibilities as outlined in the attached proposal.

Pursuant to PSC No. 219, you are responsible for the actual costs of this project. Upon project completion, costs will be reconciled to actual costs. The Company will subsequently bill you if our costs run over the invoiced amount or refund the difference if costs run below the invoiced amount. You are responsible for all invoiced amounts.

Should you have any questions, please contact me on 518-949-1054.

Sincerely,
Ann M. Catalfamo
Ann M. Catalfamo
Consumer Representative
National Grid

05-8111-200

GAS SERVICE PROPOSAL WR#31104875

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

Service Work Request:	31104875
Gas Contractor:	Town of Clifton Park
Customer's Contribution:	\$11,390.28
Billing Party:	Town of Clifton Park 1 Town Hall Plaza Clifton Park, NY 12065
Customer's Responsibilities:	<ul style="list-style-type: none">➤ Return signed Proposal cover letter, if accepted➤ Provide all necessary right-of-way easements➤ Notify National Grid if any changes in the Billing Party occur➤ Payment in full, upon receipt of invoice➤ Provide copy of Tax-Exempt Certificate (if applicable)
National Grid Responsibilities:	Upgrade existing gas facilities for increased gas load with a back-up generator install, including replacing the current 1/2" plastic service with 1 1/4" plastic service, remove 205 meter and install new 800 meter at Settlers Ln, Ballston Lake.
Construction Lead Time:	Approximately 4-6 weeks will be necessary for construction. Upon receipt of payments, permits, right-of-way and the signed Agreement, this project will be added to National Grid's construction schedule. Note: Payment must be made upon receipt of invoice. The correct mailing address for payments will be noted on the invoice you receive.
Customer Communications Update:	If a progress report is needed during construction, including the expected date for the Owners project completion, the expected completion date for the utility's work, and confirmation of the expected date for the service connection of permanent power, please contact the Company Job Owner at the number listed below.
Remarks:	This Proposal is based upon projected cost and rate schedule provisions in effect at the date of this proposal and will be withdrawn if not accepted within 90 days of the date of this Proposal. This proposal and all attached documentation are proprietary property of National Grid and can only be used for its intended purpose and shall not otherwise be disclosed.
Prepared By:	<i>Ann Marie Catalfamo</i> Consumer Representative (518) 949-1054



New York State Department of
TAXATION and FINANCE
OTPA Sales Tax Exempt Organizations Unit
Building 9 Room 154
W.A. Harriman Campus
Albany, NY 12227

May 11, 2022

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

Dear Sir or Madam:

The Tax Law exempts New York State governmental entities such as your organization, Town of Clifton Park, from the payment of New York State sales and use taxes on their purchases. In order to make tax exempt purchases, a New York State governmental entity must present vendors with the entity's official purchase order or other documentation (e.g., payment voucher, contract of sale, Form AC 946, *Tax Exemption Certificate*, Form ST-129, *Exemption Certificate - Tax on occupancy of hotel rooms*, etc.) which indicates that the purchaser is a New York State governmental entity.

Tax exemption numbers and Form ST-119.1, *Exempt Organization Exempt Purchase Certificate*, are not issued to New York State governmental entities. If a vendor requests a tax exemption number or Form ST-119.1, *Exempt Organization Exempt Purchase Certificate* from you, the Town of Clifton Park may give the vendor a copy of this letter. This will assure the vendor that a governmental purchase order, or other evidence that the Town of Clifton Park is the purchaser, is the only documentation the vendor needs in order to not collect sales tax.

New York State Department of Taxation and Finance
OTPA-Taxpayer Guidance Division
Sales Tax - Exempt Organizations Unit
Building 9, Room 154
W.A. Harriman Campus
Albany, NY 12227
(518) 457-2782

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