

# TOWN OF CLIFTON PARK TOWN BOARD MEETING

September 2, 2025

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



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

**NOTE:**

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

- VIII. Adjournment**

Resolutions for Consideration  
Clifton Park Town Board Meeting  
**September 2, 2025**

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Buildings & Grounds	Reschedule a public hearing for September 15, 2025, at 7:05pm to consider the proposed improvements to the Martin Jewett Longkill Park Playground	P. Barrett
2. Buildings & Grounds	Authorize award of contract for landscaping services at Stoney Creek II Park District to Greg's Seasonal Services	P. Barrett
3. Parks & Recreation	Authorize the Town Historian to attend the New York State Historian's Conference per Procurement Policy 10	A. Morelli & A. Reid
4. Town Board	Schedule a Public Hearing for September 15, 2025, at 7:02pm on proposed amendments to the Town Code to add Chapter 93- Animals	P. Barrett
5. Town Board	Schedule a public hearing for September 15, 2025, at 7:08pm on proposed amendments to Chapter 156 - Peddling and Soliciting	P. Barrett
6. Legal	Authorize the Town Attorney to execute an agreement with LexisNexis, an online service that offers access to an extensive database of legal and business information	P. Pelagalli



# RESOLUTION

## #1

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PHILIP C. BARRETT  
Supervisor

•

LYNDA M. WALOWIT  
Councilwoman

ZABED MANIR  
Councilman

•

AGATHA REID  
Councilwoman

•

ANTHONY F. MORELLI  
Councilman

Resolution No. of 2025, a resolution rescheduling a public hearing regarding 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, the project will include the supply and installation of a new playground, basketball court, and rebuilding of a parking lot, 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, and

WHEREAS, the total maximum cost of the project of \$505,000 will be funded through the proceeds of obligations issued by the town, the debt service on which will be paid from assessments levied on properties within the Longkill #1 Park District, and

WHEREAS, the Town Board desires to call a public hearing regarding the project, as required by N.Y.S. Town Law §202-b; now, therefore, be it

RESOLVED, that the Town Board will hold a public hearing to hear all persons interested in the project, which public hearing shall be held on September 15, 2025, at 7:05 p.m. in the Wood Memorial Meeting Room, One Town Hall Plaza, Clifton Park, New York; and be it further

RESOLVED, and ordered that the Town Clerk give notice of such hearing by publishing in the official town newspaper the Notice of Public Hearing in substantially the form attached hereto and by posting the Notice of Public Hearing on the Town's official website not less than ten (10) nor more than twenty (20) days before such hearing.

**SECTION 004100**

**BID FORM**

**FOR: Martin Jewitt Longkill Park Improvements**

**FROM: Edward & Thomas O'Connor Inc.**

**July 31, 2025**

*(name of bidder)*

*(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
<b>Total Bid Amount (sum of lines above)</b>	<b>\$ 343,000.00</b>

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

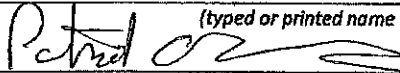
6.02 *Bidder's Certifications*

- 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)  
 (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 (typed or printed)  
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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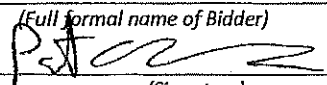
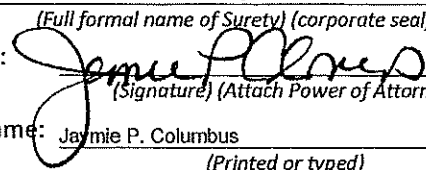
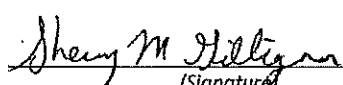

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**SECTION 004313  
 BID BOND (PENAL SUM FORM)**

See Attached Bid Bond

<b>Bidder</b> Edward & Thomas O'Connor Inc. <b>Name:</b> <b>Address (principal place of business):</b>	<b>Surety</b> <b>Name:</b> <b>Address (principal place of business):</b>
<b>Owner</b> <b>Name:</b> <b>Address (principal place of business):</b>	<b>Bid</b> <b>Project (name and location):</b>  <b>Bid Due Date:</b>
<b>Bond</b> <b>Penal Sum:</b> <b>Date of Bond:</b>	
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.	
<b>Bidder</b>	<b>Surety</b>
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
<b>By:</b> _____ <i>(Signature)</i>	<b>By:</b> _____ <i>(Signature) (Attach Power of Attorney)</i>
<b>Name:</b> _____ <i>(Printed or typed)</i>	<b>Name:</b> _____ <i>(Printed or typed)</i>
<b>Title:</b> _____	<b>Title:</b> _____
<b>Attest:</b> _____ <i>(Signature)</i>	<b>Attest:</b> _____ <i>(Signature)</i>
<b>Name:</b> _____ <i>(Printed or typed)</i>	<b>Name:</b> _____ <i>(Printed or typed)</i>
<b>Title:</b> _____	<b>Title:</b> _____
<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><b>Bidder</b> Name: Edward and Thomas O'Connor, Inc. Address (principal place of business): 147 Meadowbrook Road Queensbury, New York 12804</p>	<p><b>Surety</b> Name: Old Republic Insurance Company Address (principal place of business): 631 Excel Drive Mt. Pleasant, Pennsylvania 15666</p>
<p><b>Owner</b> Name: Town of Clifton Park Address (principal place of business): One Town Hall Plaza Clifton Park, New York 12065</p>	<p><b>Bid</b> Project (name and location): Martin Jewitt Longkill Park Improvements, MJ965.27  Bid Due Date: July 31, 2025</p>
<p><b>Bond</b> Penal Sum: Five Percent of the Attached Bid (5%) 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><b>Bidder</b> Edward and Thomas O'Connor, Inc. <i>(Full formal name of Bidder)</i></p>	<p><b>Surety</b> Old Republic Insurance Company <i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By:  <i>(Signature)</i></p>	<p>By:  <i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: Patrick O'Connor, Jr. <i>(Printed or typed)</i></p>	<p>Name: Jamie P. Columbus <i>(Printed or typed)</i></p>
<p>Title: President</p>	<p>Title: Attorney-in-Fact</p>
<p>Attest:  <i>(Signature)</i></p>	<p>Witness:  <i>(Signature)</i></p>
<p>Name: Sherry M. Gilligan <i>(Printed or typed)</i></p>	<p>Name: Kayley Klinkel <i>(Printed or typed)</i></p>
<p>Title: Office Manager</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. 01G16408304  
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
<b>TOTAL ADMITTED ASSETS</b>	<b><u>\$4,394,004,124</u></b>

LIABILITIES AND SURPLUS

Losses	\$1,229,821,598
Reinsurance payable on paid losses and loss adjustment expenses	15,341,385
Loss adjustment expenses	211,024,737
Commissions payable, contingent commissions and other similar charges	9,320,486
Other expenses (excluding taxes, licenses and fees)	29,624,639
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
<b>TOTAL LIABILITIES</b>	<b><u>\$2,985,916,041</u></b>
Common capital stock	3,800,004
Surplus notes	155,000,000
Gross paid in and contributed surplus	103,869,422
Unassigned funds (surplus)	1,145,418,657
<b>SURPLUS AS REGARDS POLICYHOLDERS</b>	<b><u>\$1,408,088,083</u></b>
<b>TOTAL LIABILITIES AND SURPLUS</b>	<b><u>\$4,394,004,124</u></b>

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.

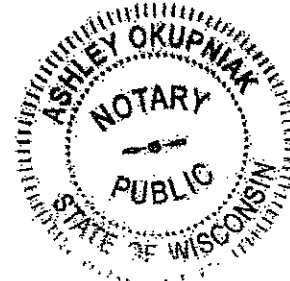
Alan P. Pavlic, Vice President

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 chairman, 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

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

### CERTIFICATE

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.	Commerical 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)

By:  (individual's signature)

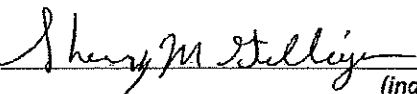
Name: Patrick O'Connor

Title: President (typed or printed)

Date: 7-31-2025 (typed or printed)

Date: 7-31-2025 (date signed)

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

Attest:  (individual's signature)

Name: Sherry M. Gilligan

Title: Office Manager (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

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							
General Description of Project				Date Project		9-1-24 - Current	
Project Cost		\$2,000,000.00		Project Superintendent		Safety Manager	
Key Project Personnel		Project Manager		Project Superintendent		Quality Control Manager	
Name		Bruce Hutchinson		Craig Collins		Patrick O'Connor	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)		Name		Title/Position		Organization	
Owner		Angelo Giannettino				Telephone	
Designer		Jim Edwards				518-926-2202	
Construction Manager				C.T. Male		518-786-7400	
						agiannettino@glensfallshosp.org	
						J.edwards@ctmale.com	
Project Owner		Washington County DPW NY		Project Name		Washington County Burgoyne Campus Project	
General Description of Project							
Project Cost		\$702,945.00		Date Project		April 2025 - Current	
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name		Bruce Hutchinson		Craig Collins		Patrick O'Connor	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)		Name		Title/Position		Organization	
Owner		Matthew Jones				Washington County	
Designer		Jennifer Denis				LaBella Associates	
Construction Manager						518-824-1937	
						m.jones@washingtoncountyny.gov	
						jdenis@labellapc.com	
Project Owner		Green Spark		Project Name		Queensbury Solar	
General Description of Project		New Solar Farm					
Project Cost		\$400,000.00		Date Project		4-1-25 - Current	
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name		Patrick O'Connor		Richard Spencer		Patrick O'Connor	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)		Name		Title/Position		Organization	
Owner						Telephone	
Designer							
Construction Manager		Patrick O'Malley		Project Manager			
						508-423-6579	
						patrick.omalley@greenspark solar.com	

**Schedule B -- Previous Experience with Similar Projects**

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

**Schedule B—Previous Experience with Similar Projects**

Name of Organization		Project Name	
Project Owner		Project Name	
General Description of Project		Project Name	
Project Cost	Project Superintendent	Date Project	Quality Control Manager
Key Project Personnel Name	Project Manager	Safety Manager	
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		Date Project	
Key Project Personnel Name	Project Manager	Project Superintendent	Safety Manager Quality Control Manager
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		Date Project	
Key Project Personnel Name	Project Manager	Project Superintendent	Safety Manager Quality Control Manager
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		Date Project	
Key Project Personnel Name	Project Manager	Project Superintendent	Safety Manager Quality Control Manager
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**

<b>Project Manager</b>			
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
<b>Project Superintendent</b>			
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



<b>Safety Manager</b>			
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	
<b>Quality Control Manager</b>			
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  

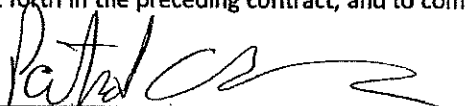
County of   Warren  

SS: \_\_\_\_\_

  Patrick O'Connor  

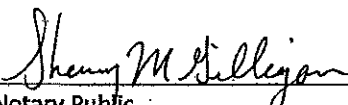
of   Edward & Thomas O'Connor Inc.  

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  , 20  25  

  
Notary Public

**SHERRY M. GILLIGAN**  
Notary Public, State of New York  
No. 01G8408304  
Residing in Warren County  
My Commission Expires March 30, 20  28



**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:              Pallette Stone Corp.  
373 Washington St.  
Saratoga Springs, NY 12866  
518-584-2421



**WE ARE YOUR DOL**

NEW YORK State Department of Labor

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*

Roberta Reardon

Commissioner

New York State Department of

Labor

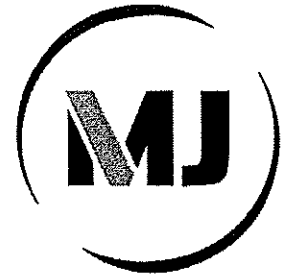


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Martin Jewett Longkill Park - 7/31/25 @ 2pm

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 INC.	\$ 328,000.00	\$ 15,000.	\$ 343,000.00	\$ 162,000.00
O'CONNOR, INC.	\$ 372,319.00	\$ 15,000.00	\$ 387,319.00	\$ 170,245.00
DEL SIGNORE BACKTOP PAVING INC.	\$ 341,174.00	\$ 15,000.00	\$ 356,174.00	\$ 175,000.00
CARVER CONSTRUCTION INC.	\$ 379,000.00	\$ 15,000.00	\$ 394,000.00	\$ 148,000.00
JAMES H. MALOY, INC.	\$ 323,600.00	\$ 15,000.00	\$ 338,600.00	\$ 240,800.00
GRALLO CONSTRUCTION CORP.				

Total of \$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.

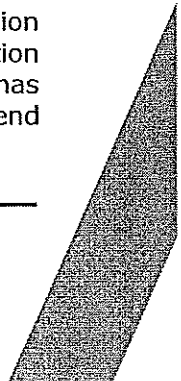
Table 1: Bid Results				
Bidder:	Base Bid Total:	Add Alternate 1 Total:	Base Bid and Add Alternate 1 Total:	Difference from MJ Estimate (%):
<i>Final Opinion of Probable Construction Costs</i>	\$335,519.00	\$173,518.00	\$509,037	
<b>Edward &amp; Thomas O'Connor Inc</b>	<b>\$328,000.00</b>	<b>\$162,000.00</b>	<b>\$505,000.00</b>	<b>-0.79%</b>
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.





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](mailto: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

## #2

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PHILIP C. BARRETT  
Supervisor

•

LYNDA M. WALOWIT  
Councilwoman

ZABED MANIR  
Councilman

•

AGATHA REID  
Councilwoman

•

ANTHONY F. MORELLI  
Councilman

Resolution No. \_\_\_\_\_ of 2025, a resolution awarding a contract for landscape work for the Stony Creek II Park District.

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

WHEREAS, quotes were received by the Town Board as Commissioners of the Stony Creek II Park District for seasonal landscape work, as per the attached, including the Parklane Estates entrances and medians, and Honey Hollow, and

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks & Recreation, has reviewed the quotes and recommends accepting the lowest quote from Greg's Seasonal Services; now, therefore, be it

RESOLVED, that the Town Board as Commissioners of the Stony Creek II Park District, hereby awards the contract to Greg's Seasonal Services for landscape services in the Stony Creek II Park District, at a cost not to exceed \$14,500 per year through the 2027 season, with the option to extend the contract for an additional year, to be charged from SP-07120-24 (Stony Creek II Park District-Maintenance); and be it further

RESOLVED, that the sum of \$3,150 be encumbered for the remainder of the 2025 calendar year, and that the succeeding years shall be included in each subsequent year's budget.

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Tuesday, August 5, 2025 1:52 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 #1936

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

**Department:** Buildings & Grounds  
**Your Name:** Daniel Clemens  
**Your Email:** [dclemens@cliftonpark.org](mailto:dclemens@cliftonpark.org)  
**Sponsor:** P. Barrett  
**Agenda Session Date:** 08/18/2025 ✓  
**Board Meeting Date:** 09/02/2025 ✓  
**Alternate Date:** 09/15/2025  
**Budget Number:** SP0-7120-024  
**Budget Description:** Stoney Creek #2 Park District - General Maintenance  
**Amount:** \$14,500 per year  
**Brief Description:** Sign a (3) year contract with option to extend (1) additional year with Greg's Seasonal Services for landscaping and gardening work in the Stoney Creek #2 park district. Park Lane estates and Honey Hollow  
**Add Supporting Docs:**  
[6c9132f61a76f745\\_Stoney\\_Creek\\_2\\_landscaping\\_services\\_packet\\_8.5.25.pdf](#)  
[168de176ed552013\\_Stoney\\_Creek\\_2\\_landscaping\\_services\\_packet\\_part\\_2\\_8.5.25.pdf](#)  
**Additional Comments/Details:** Email included from park district with approval and term noted  
**Agree to Terms:** Agree

[unsubscribe](#)

Town of Clifton Park  
Buildings & Grounds

Quote Cover Sheet

Date: August 1, 2025

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Description: gardening/landscape services for Stoney Creek  
Park District #2

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Vendor #1: Greg's Seasonal Services - \$14,500.00



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Vendor #2: Grasshopper Gardens Inc. - \$15,047.50

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Vendor #3: Dirt & Décor Designs LLC. - \$32,070.00

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Vendor #4: Curb Appeal - declined

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Vendor #5: A-Z Landscaping - declined

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Vendor #6: Sunshine Landscaping - no reply

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Comments:

SC #2 PD  
SPO-7120-027  
GEN MAINT

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Decision: Greg's Seasonal Services - \$14,500.00



## Town of Clifton Park Buildings & Grounds

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

The Town of Clifton Park, through the Buildings & Grounds Department seeks price quotes from qualified entities for gardening services located in the Stoney Creek #2 Park District, Clifton Park NY 12065.

Scope of work is as follows but not limited to:

### **Stoney Creek II**

We are looking for a landscape company to come 2x per month to maintain all common areas listed below.

### **Bi-Weekly work to include:**

- Weeding
- Edging
- pruning

### **Seasonal work to include:**

- Adding mulch in the spring
- Spring clean up
- Fall clean up

### **Stoney Creek II areas:**

East Entrance- Gloucester

West Entrance- Gloucester

Dorchester Entrance

Queensbury Circle

Gloucester Court

Abbey Circle

Roxbury Circle

SENT TO  
6 COMPANIES  
7/10/25

Oakhurst Circle

Honey Hollow – main entrance- sign

Brookhaven – Chillmark Turn - circle

Dispose of all waste properly

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

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

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

Please contact Regan Tromblee [rtromblee@cliftonpark.org](mailto:rtromblee@cliftonpark.org) 518-371-6651 ext. 251 for an appointment to do a site visit.

Quotes are due by Friday July 25, 2025 at 3:00pm

## Dan Clemens

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**From:** david skinner <dvs Skinner@yahoo.com>  
**Sent:** Sunday, August 3, 2025 9:15 PM  
**To:** Dan Clemens  
**Subject:** Re: Stony Creek 2

Our committee has agreed to proceed with Greg's Seasonal Service. Let me know if you need anything else.

Dave Skinner  
Stony Creek 2  
Sent from my iPhone

On Jul 30, 2025, at 2:53 PM, Dan Clemens <dcl emens@cliftonpark.org> wrote:

I can do that.

**Daniel J. Clemens**  
Director of Buildings, Parks, and Recreation  
Town of Clifton Park, NY  
O: 518-371-6651 ext. 248  
C:518-281-5065  
[dcl emens@cliftonpark.org](mailto:dcl emens@cliftonpark.org)

<image001.png>

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**From:** david skinner <dvs Skinner@yahoo.com>  
**Sent:** Wednesday, July 30, 2025 2:48 PM  
**To:** Dan Clemens <DClemens@cliftonpark.org>  
**Subject:** Re: results attached

3:00?  
Sent from my iPhone

On Jul 30, 2025, at 1:38 PM, Dan Clemens <dcl emens@cliftonpark.org> wrote:

I clock out at 3:30.

**Daniel J. Clemens**  
Director of Buildings, Parks, and Recreation

Town of Clifton Park, NY  
O: 518-371-6651 ext. 248  
C:518-281-5065  
[dclemens@cliftonpark.org](mailto:dclemens@cliftonpark.org)

<image001.png>

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**From:** david skinner <[dvs Skinner@yahoo.com](mailto:dvs Skinner@yahoo.com)>  
**Sent:** Wednesday, July 30, 2025 12:24 PM  
**To:** Dan Clemens <[DClemens@cliftonpark.org](mailto:DClemens@cliftonpark.org)>  
**Subject:** Re: results attached

Are you available tomorrow (Thursday 7/31) afternoon at about 4 pm to go over the quotes? I can stop by your office.  
Sent from my iPhone

On Jul 28, 2025, at 9:38 AM, Dan Clemens  
<[dclemens@cliftonpark.org](mailto:dclemens@cliftonpark.org)> wrote:

Dave,

Attached are the results of the gardening RFP. Please let me know your thoughts and if you want to stop by to discuss, we can do that. All over the place with prices and a couple of the spots need complete rebuilds first.

Thanks, Dan

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

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<SC#2PD gardening RFP results 7.28.25.pdf>

## Dan Clemens

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**From:** david skinner <dvskinner@yahoo.com>  
**Sent:** Tuesday, August 5, 2025 10:34 AM  
**To:** Dan Clemens  
**Subject:** Re: terms

Start right away and good for 2-3 year term. Thanks  
Sent from my iPhone

On Aug 5, 2025, at 7:53 AM, Dan Clemens <dclemens@cliftonpark.org> wrote:

Dave,

Christina Bombard, owner of Greg's Seasonal Services, says they are good with their pricing. What kind of term are you looking to do? Do you want to start immediately or start with fall clean up? I would suggest going for a 2-3-year agreement with the option to extend 1 additional year. Please let me know what you would like to do.

Thanks, Dan

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

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ACCEPT

DATE: 7/21/25

# Quote

Date: Jul 21, 2025  
No. 1083

## Greg's Seasonal Service

25 Lape Rd  
Waterford, NY 12188  
518-505-1353 Office  
gregsseasonalservice@gmail.com



### Presented To:

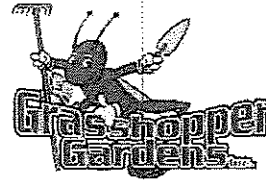
Town Of Clifton Park Att: Buildings & Grounds  
Dan Clemens - Director  
1 Town Hall Plaza  
Clifton Park, NY 12065

Description	Amount
<p><b>Location:</b> Stoney Creek II Park District (Parklane Estates)</p> <p><b>Spring Clean-Up</b></p> <p>Spring Clean-Up: To include removal of leaves, falling limbs, clean-up of perennials, and other debris from entrance medians and court beds to prepare for the growing season. This will include: Pruning &amp; Edging</p> <ul style="list-style-type: none"> <li>The initial pruning &amp; edging of all entrance medians and court beds, where needed. Then maintaining throughout the term of the contract.</li> </ul>	\$3,100.00
<p><b>Mulching Services</b></p> <p>Prepping of all entrance medians and court beds before the installation of mulch. Installation of high-quality mulch in designated Entrance medians and Court beds. Spread up to 3 inches.</p>	\$2,000.00
<p><b>By-weekly Maintenance</b></p> <p>To begin May and end October. Spring to Fall Includes: weeding and maintenance of all entrance medians and court beds throughout the growing season. Maintain perennials after they bloom. Any additional pruning or edging during the season.</p>	\$7,500.00
<p><b>Fall Clean-Up</b></p> <p>Fall Clean-Up: To include complete removal of fallen leaves, fallen limbs, clean-up of perennials, and other debris from entrance medians and court beds to prepare for the winter season. ===== Includes: Re-visit after initial fall clean-up</p>	\$1,900.00
<b>Total</b>	<b>\$14,500.00</b>

Thank you for allowing us the opportunity to present our service to you!  
This Quote is good for 30 days.



Grasshopper Gardens Inc  
Maintenance Proposal



Grasshopper Gardens Inc.  
P.O. Box 124  
Gansevoort, NY 12831  
518-793-9623  
Business Reg. #10218 Applicator Reg. #C5805451  
Estimate Date 7/21/2025  
Estimate # 155881

Town Of Clifton Park - 5 Locust Lane  
5 Locust Lane  
Clifton Park, NY 12065

**Description of Work**

**2025 Fall Clean Up Per Time**

Beds Included:

- East Entrance - Gloucester
- West Entrance - Gloucester
- Dorchester Entrance
- Queensbury Circle
- Gloucester Court
- Abbey Circle
- Roxbury Circle
- Honey Hollow - Main Entrance Sign
- Beds listed below are contingent on the proposed 2025 Bed Renovation
  - Chillmark Circle
  - Brookhaven Sign

*Fall Clean Up includes collecting and removing all leaves, pine needles, and sticks from all maintained landscaped areas as listed. Blowers and vacuums will be used for this process. Does not include cutting back perennials or removing weeds.*

*\*\*In the event of severe storm conditions where additional damage has occurred to the landscape, (ex: fallen limbs, branches, trees) there will be additional charges to clean and remove the debris.*

**2026 Spring Clean Up Per Time**

Beds Included:

- East Entrance - Gloucester
- West Entrance - Gloucester
- Dorchester Entrance
- Queensbury Circle
- Gloucester Court
- Abbey Circle
- Roxbury Circle
- Honey Hollow - Main Entrance Sign

*Beds listed below are contingent on the proposed 2025 Bed Renovation*

- Chillmark Circle
- Brookhaven Sign

*Spring Clean Up includes removing leaves, pine needles, and sticks from plant beds.*

**2026 Edge Mulch Beds prior to Mulching**

Beds to be Edged Include:

- East Entrance - Gloucester
- West Entrance - Gloucester
- Dorchester Entrance
- Queensbury Circle
- Gloucester Court
- Abbey Circle
- Roxbury Circle
- Honey Hollow - Main Entrance Sign

**Amount**

450.00

~~SUBTRACT~~

450.00

2425.00

**Description of Work**

**Amount**

Beds listed below are contingent on the proposed 2025 Bed Renovation

- Chillmark Circle
- Brookhaven Sign

Beds will be edged to approx. 3 inches deep depending on the soil.

**2026 Installing Black Mulch**

3647.50

Mulch Beds Included:

- East Entrance - Gloucester
- West Entrance - Gloucester
- Dorchester Entrance
- Queensbury Circle
- Gloucester Court
- Abbey Circle
- Roxbury Circle
- Honey Hollow - Main Entrance Sign

Beds listed below are contingent on the proposed 2025 Bed Renovation

- Chillmark Circle
- Brookhaven Sign

Typical Time Frame: April - July

Mulch will be spread over all designated areas approx. 1 inch deep.

\*\*If excessive weeds or debris are present at the time of mulching there may be an additional cost to compensate for time spent preparing the beds. GGI can provide a one-time or seasonal weeding quote upon request.

**2026 Bed Treatment Program**

Beds to be Treated Include:

- East Entrance - Gloucester
- West Entrance - Gloucester
- Dorchester Entrance
- Queensbury Circle
- Gloucester Court
- Abbey Circle
- Roxbury Circle
- Honey Hollow - Main Entrance Sign

Beds listed below are contingent on the proposed 2025 Bed Renovation

- Chillmark Circle
- Brookhaven Sign

Total Pesticide Treatments: 10

Total Cost of Pesticide Treatments: \$1,800

??-~~10~~ REMOVE

The combination of spraying beds with a non-selective herbicide and applying a pre-emergent herbicide will occur on a bi-weekly basis. This service is intended to reduce the weed population. Hand pulling weeds is not included in this service but can be added as a additional service upon request.

• April Bed Treatment	180.00
Approximate dates April 10 - April 30, 2026	
• Early May Bed Treatment	180.00
Approximate dates May 1 - May 15, 2026	
• Late May Bed Treatment	180.00
Approximate dates May 16 - May 31, 2026	
• Early June Bed Treatment	180.00
Approximate dates June 1 - June 15, 2026	
• Late June Bed Treatment	180.00
Approximate dates June 16 - June 30, 2026	
• Early July Bed Treatment	180.00
Approximate dates July 1 - July 15, 2026	
• Late July Bed Treatment	180.00

<b>Description of Work</b>	<b>Amount</b>
Approximate dates July 16 - July 31, 2026	
• Early August Bed Treatment Approximate dates August 1 - August 15, 2026	180.00
• Late August Bed Treatment Approximate dates August 16 - August 31, 2026	180.00
• Early September Bed Treatment Approximate dates September 1 - September 15, 2026	180.00
<b>2026 Early Summer Plant Maintenance</b> Time Frame: June - July	920.00

Plants to Have This Year's Growth Removed and be Tightened Up (trimmed):

- East Entrance - Gloucester
  - (9) Shrubs
- West Entrance - Gloucester
  - (25) Shrubs
- Dorchester Entrance
  - (2) Shrubs
  - (8) Rhododendron
- Queensbury Circle
  - (7) Shrubs
- Gloucester Court
  - (6) Shrubs
  - (3) Azalea
- Abbey Circle
  - (4) Shrubs
- Oakhurst Circle
  - No shrubs
- Roxbury Circle
  - (6) Shrubs
- Honey Hollow - Main Entrance Sign
  - No shrubs

Perennials to be Cut Back:

- East Entrance - Gloucester
  - (6) Perennials
- West Entrance - Gloucester
  - (32) Perennials
- Dorchester Entrance
  - (6) Perennials
- Queensbury Circle
  - (2) Perennials
- Gloucester Court
  - (60) Perennials
- Abbey Circle
  - (23) Perennials
- Oakhurst Circle
  - No perennials
- Roxbury Circle
  - (8) Perennials
- Honey Hollow - Main Entrance Sign
  - (2) Perennials

Beds listed below are contingent on the proposed 2025 Bed Renovation

- Chillmark Circle
  - (2) Shrubs
- Brookhaven Sign
  - No shrubs
  - Lillie's and Ornamental Grasses

All materials will be serviced as specific to the material type. If work is not included in the above description, it will not be performed. Additional material can be included upon request, at an additional cost.

<b>2026 Late Season Plant Maintenance</b> Time Frame: October - December	1670.00
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Plants to Have This Year's Growth Removed and be Tightened Up (trimmed):

- East Entrance - Gloucester
  - (9) Shrubs
- West Entrance - Gloucester
  - (25) Shrubs

**Description of Work**

**Amount**

- Dorchester Entrance
  - (2) Shrubs
- Queensbury Circle
  - (7) Shrubs
- Gloucester Court
  - (6) Shrubs
- Abbey Circle
  - (4) Shrubs
- Oakhurst Circle
  - No shrubs
- Roxbury Circle
  - (6) Shrubs
- Honey Hollow - Main Entrance Sign
  - No shrubs

Perennials to be Cut Back:

- East Entrance - Gloucester
  - (6) Perennials
- West Entrance - Gloucester
  - (32) Perennials
- Dorchester Entrance
  - (6) Perennials
- Queensbury Circle
  - (2) Perennials
- Gloucester Court
  - (60) Perennials
- Abbey Circle
  - (23) Perennials
- Oakhurst Circle
  - No perennials
- Roxbury Circle
  - (8) Perennials
- Honey Hollow - Main Entrance Sign
  - (2) Perennials

*Beds listed below are contingent on the proposed 2025 Bed Renovation*

- Chillmark Circle
  - (2) Shrubs
- Brookhaven Sign
  - No shrubs
  - Lillie's and Ornamental Grasses

**\*\*Does not include Rhododendrons, Azaleas, or Roses\*\***

All materials will be serviced as specific to the material type. If work is not included in the above description, it will not be performed. Additional material can be included upon request, at an additional cost.

**2026 Fall Clean Up Per Time**

450.00

Beds Included:

- East Entrance - Gloucester
- West Entrance - Gloucester
- Dorchester Entrance
- Queensbury Circle
- Gloucester Court
- Abbey Circle
- Roxbury Circle
- Honey Hollow - Main Entrance Sign

*Beds listed below are contingent on the proposed 2025 Bed Renovation*

- Chillmark Circle
- Brookhaven Sign

Fall Clean Up includes collecting and removing all leaves, pine needles, and sticks from all maintained landscaped areas as listed. Blowers and vacuums will be used for this process. Does not include cutting back perennials or removing weeds.

*\*\*In the event of severe storm conditions where additional damage has occurred to the landscape. (ex: fallen limbs, branches, trees) there will be additional charges to clean and remove the debris.*

Subtotal \$11,812.50

Sales Tax \$0.00

- \$ 1,000.00

\$ 10,012.50

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**Total**    \$11,812.50

Prices valid until: 8/20/2025

Payments:

There will be a total of two equal payments

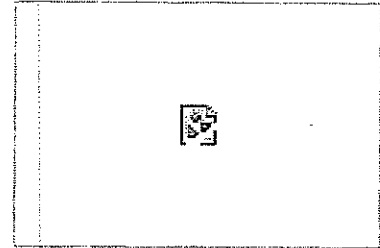
The first payment will be made before the work begins.

The second payment will be made upon completion of the work

**See what our clients have to say!**

# Grasshopper Gardens Inc. Proposal

Grasshopper Gardens Inc.  
P.O. Box 124  
Gansevoort, NY 12831  
Estimate Date 7/22/2025  
Estimate # 155946



Town Of Clifton Park - 5 Locust Lane  
5 Locust Lane  
Clifton Park, NY 12065

Description	Quantity	Rate Per Unit	Amount
<b>2025 Landscape Bed Renovation</b>	1	5035.00	5035.00

*Beds Included:*

- Chillmark Turn - Circle
- Brookhaven Sign
- (8) Tree Rings

*Includes:*

- Chillmark Turn - Circle
  - (2) Island beds
    - Island Bed One
      - Removal of (1) dead Evergreen
      - Removal of (1) sapling
      - Trimming and shaping (2) large shrubs
      - Removal of all weeds and debris
      - Keeping any salvageable perennials and shrubs
    - Island Bed Two
      - Removal of (1) dead Evergreen
      - Removal of approx. 10-12 low-hanging branches from large tree
      - Trimming (1) large shrub
      - Keeping any salvageable perennials and shrubs
    - Tree Rings
      - Removal of suckers from (2) trees
- Brookhaven Sign
  - Removal of all weeds and sumac
  - Leaving Ornamental Grasses, Lilies, and any salvageable perennials
- Includes removal of dead plants and shrubs in areas listed below
  - Queensbury Circle
    - (2) Boxwood
  - Gloucester
    - (2) Evergreen shrubs
  - Homey Hollow - Main Entrance Sign

- (2) Perennials
- Installing black mulch in the areas as described
  - Chillmark Turn - Circle
    - (2) Island Beds 14x32, 10x20
    - (8) 3' Tree rings
  - Brookhaven Sign
    - Approx. 10x20

*\*\*Survival of transplanted plants is not guaranteed by Grasshopper Gardens, Inc. as some plants may not take to different locations depending on soil conditions, sun exposure, etc.*

*\*\*There is no guarantee of new growth returning when removing any type of perennial grass, pachysandra, myrtle, or lily of the valley.*

*\*\*We do not typically install weed fabric underneath any new mulch beds unless it is requested by the client and specified in the estimate.*

*\*\*If there is an existing irrigation system, any necessary adjustments or repairs in relation to the project will be billed separately on a time and material basis.*

Subtotal \$5,035.00  
 Sales Tax \$0.00  
 Total \$5,035.00

+ \$ 10,012.50

TOTAL: \$15,047.50

Prices are valid until: 8/21/2025

Payments:

There will be a total of two equal payments

The first payment will be made before the work begins.

The second payment will be made upon completion of the work

*\*\*I certify that I have read and agree with the contract provisions, see provisions sheet and provisions below.*

*\*\*The contractor is not responsible for any erosion or washout due to excessive weather conditions.*

*\*\*Plant Warranty- The above plants are under warranty for one year from the original date of installation (with one time replacement).*

The homeowner/agent is responsible for all watering.

The warranty will be voided if plants die due to lack of watering, due to damage from deer, animals, insects or rodents, or damage from severe weather or acts of God.

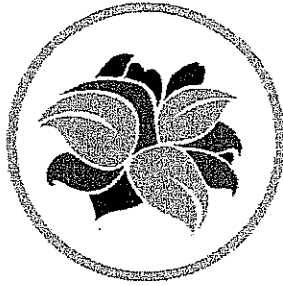
*\*\*Transplanted plants are not under warranty.*

*\*\*Working near or around trees, shrubs, plants, etc. may cause root damage or damage to the plant.*

Although the contractor works very hard not to cause any damage to existing landscape plants or structures, sometimes damage does occur. Contractor will not be responsible for any damage that may occur.

*\*\*Any additional work performed that is not outlined or specified in this contract, will be billed at an additional cost to the homeowner/agent.*

*\*\*Any additional work resulting directly or indirectly from the proposed work, that is not specified in this contract, that was unidentified by the contractor, will be billed at an additional cost to the*



# dirt & decor

DESIGNS LLC

Dirt and Décor Designs  
566 Englemore Rd.  
Clifton Park NY 12865  
dirtanddecordesigns@gmail.com  
518.813.0099

## CLIENT INFORMATION:

Name: Park Lane Estates Date of Estimate: July 23rd, 2025  
Address: Stoney Creek #2 Park District  
Phone Number: 518-371-6651 E-Mail: dclemens@cliftonpark.org  
Budget: N/A Estimate: See Description

## DESCRIPTION OF SERVICES PROVIDED:

### New Landscape(s) Location :

- Front of Property
- Back of Property
- Side of Property
- Patio/Deck Landscaping

### Existing Landscape(s) Maintenance :

- Front of Property
- Back of Property
- Side of Property
- Patio/Deck Landscaping

Notes: *Anything we, the company, should be aware of prior to excavating one's property, i.e. underground cables, watering systems, septic systems, etc. needs to be specified.*

### Landscaping Details:

- Basic Weeding
- Deeper Bed Waste/Removal
- Stump/Tree(s)
- Shrub(s)
- Weeding
- Soil Amendment
- Sod Cutting/ New Garden Bed
- Edging
- Rock/Stone
- Pavers
- Metal
- English Trench

- Mulch
- Brown
- Black
- Stone
- peastone
- Raised Garden Bed Installation
- Planting
- Tree(s)
- Shrub(s)
- Annual(s)
- Perennial(s)
- Transplanting
- Fall/Spring Cleanup

**Additional description:**

Preliminary Clean out of all beds/mulch: \$27,390.00 \*One time expense\* 2025 includes fall cleanup, maintenance pro-rated August-October.

Annual Spring/Fall Clean up and mulch: \$15,490.00

Bi weekly maintenance plan to be provided for weeding, deadheading, trimming. \$16,580.00

Annuals for Honeyhollow Entrance: \$400.00

Fabric for thistle: \$1,500.00 \*One time expense\*

- Gloster Court
- Abby Court

This estimate includes all materials, tax, material collection, design fee, and labor.

\* PLEASE NOTE: Weeds growing in newly installed garden beds is inevitable. Laying fabric and then covering with mulch will help deter but will not prevent this. It is the property owner's responsibility to maintain the finished beds by weeding. At the request of the owner, DDD will return for maintenance at a per visit fee. Please inquire if you are interested in this service.

**Upon acceptance of contract terms, the client will provide a 50% deposit and signed contract and landscape map (if applicable) to Dirt & Décor Designs. Balance due upon job completion.**

**Deposit:                   \$**

**Payment Options:**

You may send payment via PayPal with a 14% up charge to dirtanddecor designs@gmail.com OR checks can be made payable to Dirt and Décor Designs and mailed to 566 Englemore Road Clifton Park, NY 12065.

I/we understand the work will be completed substantially in accordance as described above. I/we understand changes and adjustments may occur in execution, amendments and budget adjustments will be made accordingly and will follow in an agreed upon addendum. I/we understand plant varieties will be dependent upon availability. Dirt & Décor Designs, LLC does not guarantee any installed perennial shrubs, trees, transplants or flowers. Dirt & Décor Designs, LLC will provide all materials. Dirt & Décor Designs, LLC reserves the unilateral right to terminate the Agreement by written notice to the Client. Client is responsible for payment of the services performed under the Agreement prior to termination. Should litigation occur regarding the provisions of this Agreement, all litigation expenses, collection expenses, witness fees, court costs and attorney's fees, including appeals, shall be paid to the prevailing party. Any outstanding payments shall be due within 30 days or will accrue interest at the rate of 9% per month.

Dirt & Décor Designs, LLC shall have the right to access the site for the purposes of taking photographs in relation to the work outlined in this Agreement both prior to and after completion and shall have and retain all copyright in said photographs which may be used by Dirt and Décor Designs, LLC in reference and promotional materials, portfolios and/or publications.

Dirt & Décor Designs, LLC will make all reasonable efforts to timely complete the services described in this Agreement. However, it is understood by the client that the commencement and completion of such services is dependent on scheduling, the weather, material shortages, and other circumstances beyond the parties' control and the dates contemplated in this Agreement are tentative. Should this Agreement be terminated prior to completion of the scope of services, the cost of any materials purchased and time expended by Dirt & Décor Designs, LLC towards the scope of work may be sought against the client.

**Upon Request:**

Prior to the commencement of the work described in the Agreement, the Client must provide Dirt & Décor Designs, LLC with information identifying the location of property lines and all subsurface utility and service lines. This includes but is not limited to, electrical, telephone, gas lines, water, irrigation pipelines, and conduits. Dirt and Décor Designs, LLC may rely

on the accuracy and completeness of such information and shall not be liable for damages or costs resulting from any errors or omissions in that regard.

\_\_\_\_\_  
Client/Homeowner signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner's signature, Dirt & Décor Designs

\_\_\_\_\_  
Date



# RESOLUTION

## #3

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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 Town Historian John Scherer to attend the Association of Public Historians of New York State (APHNYS) 2024 Annual Conference.

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

WHEREAS, Procurement Policy #10 states that all requests to attend classes, seminars or professional conferences involving overnight stays must be approved by the Town Board, and

WHEREAS, Anthony Morelli, Town Board Liaison to the Historic Preservation Commission, recommends that Town Historian John Scherer be authorized to attend the APHNYS 2025 Conference in Cazenovia, NY, October 6-8, at a cost not to exceed \$607, with an additional \$200 to cover mileage and tolls, and

WHEREAS, John Scherer's attendance at the APHNYS Conference would confer a benefit to the town; now, therefore, be it

RESOLVED, that John Scherer is authorized to attend the Association of Public Historians Conference in Cazenovia, NY, October 6-8, 2025, at a total cost not to exceed \$807 including registration, meals, lodging and transportation, to be paid from A- 7510-001 (General Fund-Historian-Training/Conferences).

## Cynthia, Zlogar

---

**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Wednesday, August 6, 2025 1:52 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 Pagnello; Stephanie, Ranze; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #1961

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

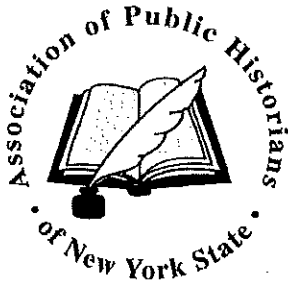
**Department:** Parks & Rec  
**Your Name:** mike woerner  
**Your Email:** [mwoerner@cliftonpark.org](mailto:mwoerner@cliftonpark.org)  
**Sponsor:** lynda Wolowit, agatha Reid  
**Agenda Session Date:** 08/18/2025 ✓  
**Board Meeting Date:** 09/02/2025 ✓  
**Alternate Date:** 09/02/2025  
**Budget Number:** a-7510-001  
**Budget Description:** historian conference  
**Amount:** see attachments  
**Brief Description:** conference reg. PO# 3825-219 \$250  
hotel for 10/6-8 PO#3825-220 \$357

**Add Supporting Docs:**  
[d6d7c827cef1a4eb\\_APHNYS\\_conference\\_2026.pdf](#)

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

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## Join us in Cazenovia for our 2025 Annual Meeting

### Small Communities, Big Ideas!

October 6-8, 2025  
 Hampton Inn & Suites  
 Cazenovia, NY

The Association of Public Historians of New York State (APHNYS) is pleased to announce that our 2025 Annual Conference will be held in Cazenovia, NY, in Madison County, October 6-8, 2025. Our annual conference draws more than 100 government-appointed historians and affiliates from across the state.

As we gather in Madison County for the APHNYS Annual Conference on October 6-8, 2025, we invite you to consider the historical contributions of your community in the context of our theme, "Small Communities - Big Ideas!"

In exploring our theme, you might reflect on the various ways a narrative can be "outstanding." For example, the narratives we craft as historians can be outstanding when they are fact-based and engagingly told. How do we hit this mark, and what else goes into crafting an outstanding historical narrative? Sometimes, it is the subjects of our historical narratives that stand out. What historical actors and events capture our attention and why? Are there subjects that have been left out of the historical narrative and if so, what should we do about it? What about the primary sources we rely on for our research? These might stand out for their ability to document certain experiences or because they reveal otherwise obscured perspectives. How have different types of sources and the narratives they represent stood out to us over time? Think, too, about the different ways historians present historical narratives, from papers, lectures, and exhibitions to podcasts, performances, and public art. What methods of delivery are compelling to different types of audiences?

Let's explore what goes into—and comes out of—outstanding historical narratives at our 2025 conference in Cazenovia.

### Tours Information

Two tours will be offered. Please make your selection in the conference registration.

## 2025 Conference

### "Small Communities, Big Ideas!"

October 6-8, 2025  
 Hampton Inn & Suites  
 Cazenovia, New York

[Registration](#)[Tours Info](#)[Travel & Lodging](#)[Conference Program](#)[Marketing Opportunities](#)[APHNYS Open Board Meeting](#)[APHNYS Annual Awards](#)

**Tour 1 -- Oneida Community Mansion House**-The Oneida Community Mansion House was home to the Oneida Community, one of the most radical and successful of the 19<sup>th</sup>-century social experiments—to explore pressing social issues that still confront audiences today. Founded in 1848 by the itinerant preacher, John Humphrey Noyes, this religiously-based Perfectionist community challenged contemporary social views on property ownership, gender roles, child-rearing practices, monogamous marriage, and work. The Oneida Community's insistence on life-long learning and determination to make all work enjoyable as they built their utopia, fostered a work ethic and well of industriousness that sustained the group for over thirty years, making them one of the most successful and longest lasting communal experiments of the 19<sup>th</sup>-century.

**Tour 2 -- Gerrit Smith Estate National Historic Landmark/National Abolition Hall of Fame and Museum-**

- **Gerrit Smith Estate**-The Gerrit Smith Estate was the lifetime home and office of Gerrit Smith (1797-1874). Driven by his liberal ideas and empowered by his wealth, he was one of the most powerful abolitionists in the United States. Scores of abolitionists received support and renewed commitment to the cause of freedom at Smith's home in Peterboro. Smith helped hundreds of African Americans by purchasing their freedom from slavery, arranging safe passage to Canada, helping families establish their lives locally, gifting land, providing educational opportunities, and working for human rights. Due to Smith's persuasive and exemplary efforts, Peterboro became a crossroads for human benevolence.
- **National Abolition Hall of Fame and Museum**-The National Abolition Hall of Fame and Museum honors American abolitionists by showcasing their work to end slavery, and the legacy of their struggle: the drive to end racism. The Museum is located in the building in which the inaugural meeting of the New York State Antislavery Society was held in 1835. The original meeting, which was located in Utica, was aborted by pro-slavery protestors, including a New York Senator, and a future New York Attorney General, Samuel Beardsley. Gerrit Smith, a leading American social reformer, suggested Peterboro, New York as an alternate location.

## Travel & Lodging

The conference will be held at the **Hampton Inn & Suites**, located at 25 Laker Lane. Cazenovia, New York 13035. The conference rate is \$109/119 a night. [Click here to book your room online.](#)

### Traveling to Cazenovia:

From I-90: Take Exit 34 (Canastota) off thruway. Turn left (south) onto Peterboro St. In approximately one mile Peterboro St. will become Oxbow Road (after passing through 3 stoplights). Stay on Oxbow Rd. approximately 8.5 miles, Oxbow Road will become Pleasant Valley Road. Stay on Pleasant Valley Road approximately 4.5 miles, turn Right onto US-Rt. 20. Stay on Route 20 approximately 6.5 miles turn left onto Lakers Lane. Hotel will be in front of you.

From I-81: Take Exit 73 exit. Turn right onto US-Rt. 11. In a ¼ mile take a left onto US-Rt. 20. Stay on US-Rt. 20 for approximately 15 miles. Turn left onto Forman St. in a ¼ mile turn right onto Albany St (US-Rt. 20). Stay on Albany St. for 1.1 miles. Turn Right on Lakers Lane. Hotel will be in Front of you.

## Conference Program

The digital Program will be available soon.

## APHNYS Open Board Meeting

The APHNYS Board of Directors will be holding an open meeting at the conference.

### Association of Public Historians of New York State Awards

Nominations are now opened

APHNYS will be seeking nominations for its awards, given every year at its annual conference. Awards are given during the recipient's lifetime and not posthumously. Here are the categories for the awards:

**Franklin D. Roosevelt Local Government Historian Professional Achievement Award** - Awarded to an appointed historian in recognition of outstanding career achievement in the practice of Public History in New York State.

Named in memory of FDR's service as Historian of the Town of Hyde Park in Dutchess County. *Nominations open to appointed municipal historians, only.*

**Edmund J. Winslow Local Government Historian Award for Excellence** - Awarded to an appointed historian, recognizing excellence in one or more public history projects or publications in New York State.

Named in memory of Edmund J. Winslow, Senior Historian, New York State Museum (1968-1990). *Nominations open to appointed municipal historians, only.*

**APHNYS Award for Excellence in Promoting Local History** - Awarded for excellence in promoting local history in New York State through research, writing, and other related accomplishments.

*Nominations open to all, including appointed municipal historians, deputy historians and co-historians.*

**Hugh Hastings Award** - Awarded in recognition of distinguished service to and support of the public history community, through work to promote and preserve history in New York State.

Named in honor of Hugh Hastings, the First State Historian for New York State (1895-1907). *Nominations open to those other than appointed municipal historians.*

**Joseph F. Meany Award** - Awarded in recognition of excellence in a military, maritime or labor history project or publication, in New York State.

Named in honor of Joseph F. Meany Jr., Acting Historian for New York State (1994-2001). *Nominations open to all, including appointed municipal historians, deputy historians and co-historians.*

All nominations must have supporting statements or information attached or mailed with the form to assist the APHNYS Awards Committee in its review. Nominations submitted without supporting statements or information will not be reviewed.

If you have any questions, please contact Ray LaFever, awards@aphnys.org, (607) 832-4609.

The deadline for nominations is August 4, 2025. Please complete this nomination form online at APHNYS 2025 Awards Nomination.

or mail to

APHNYS  
PO Box 316

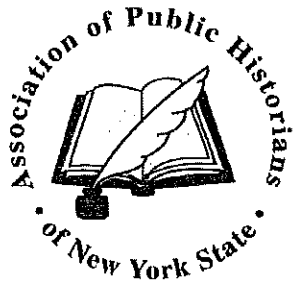
8/4/25, 1:30 PM

Association of Public Historians of New York State - 2025 Conference

Babylon, NY 11702

if mailing the form, be sure it is postmarked by August 4, 2025.

APHNYS is a 501(c)3 non-profit organization.



Enter search string



Home > Anonymous profile > Invoice # 02611

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# Invoice #02611

**Balance due: \$250.00**

[Pay online](#)

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## Invoice details

**Balance due** \$250.00

**Amount** \$250.00

**Invoice #** 02611

**Date** Tuesday, August 05, 2025

**Origin** Event registration  
APHNYS 2025 Annual Conference - Cazenovia, NY (Cazenovia, NY)

**Invoiced to** John Scherer, Town of Clifton Park  
jlscherer@aol.com

Item	Amount
Registration for "APHNYS 2025 Annual Conference - Cazenovia, NY" (Monday, October 06, 2025 8:00 AM - Wednesday, October 08, 2025 12:00 PM, Cazenovia, NY), Member - Full conference, including all meals	\$250.00
Invoice total	\$250.00

APHNYS is a 501(c)3 non-profit organization.

Language English ▼



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Your stay

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Hampton Inn & Suites Cazenovia

Sun, Oct 5 – Wed, Oct 8, 2025 (3 nights)

1 room for 1 adult



**Hampton Inn & Suites Cazenovia**

[25 Lakers Ln](#)

[Cazenovia, New York 13035 USA](#)

[Hotel details](#)

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Step 1 of 3

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We're showing Aphnys rates.

2 rooms found. We're showing the average price per night.

Select currency

USD - US Dollar ▼



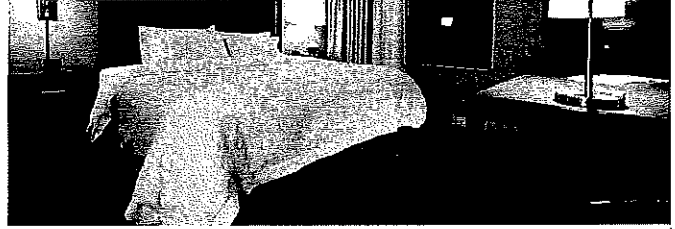


**2 Qns Microwv/fridge/wetbar  
Studio Suite Ns**

[View room details](#)

**Quick Book**  
Aphnys

**\$119**



**1 King Mobility/hearing Access Tub  
Studio Ns**

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**Quick Book**  
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# RESOLUTION

## #4

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PHILIP C. BARRETT  
Supervisor

LYNDA M. WALOWIT  
Councilwoman

ZABED MANIR  
Councilman

AGATHA REID  
Councilwoman

ANTHONY F. MORELLI  
Councilman

Resolution No. \_\_\_ of 2025, a resolution scheduling continuation of a public hearing to consider amendments to 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 a 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, a public hearing was commenced on August 18, 2025 in order to obtain comments from the public; and

WHEREAS, the Town Board wishes to provide an additional opportunity to obtain public comment regarding the proposed Clifton Park Town Code amendments to add Chapter 93, Animals; now, therefore, be it

RESOLVED, that a public hearing to consider amendments to the Clifton Park Town Code to add Chapter 93, Animals, will be held on September 15, 2025, at 7:02 p.m., in the Wood Memorial Room, One Town Hall Plaza, Clifton Park, New York; and be it further

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

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.

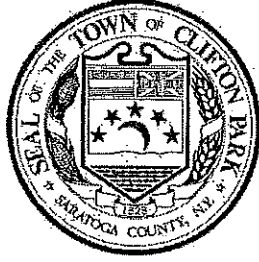
§93.-2 General care and treatment of animals.

- 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

## #5

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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 schedule a public hearing to consider amendments to §156-8 of the Town Code.

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

WHEREAS, pursuant to N.Y.S. Town Law §137, a Town Board may, after a hearing, revoke a license issued to a vendor, hawker, peddler, or solicitor, and

WHEREAS, Town officers and employees have received numerous complaints from residents regarding aggressive and harassing behavior of vendors, hawkers, peddlers, and solicitors through their agents and/or employees in violation of Town Code §156-9, and

WHEREAS, vendors, hawkers, peddlers, and solicitors fail to obtain licenses, and

WHEREAS, the Town Clerk is authorized pursuant to N.Y.S. Town Law §136 to issue or refuse to issue licenses for peddling and solicitation, and

WHEREAS, the Town Board is authorized pursuant to N.Y.S. Town Law §137 to revoke such a license after a hearing, and

WHEREAS, the hearing and revocation process can be lengthy in duration, and

WHEREAS, it is necessary that there be a mechanism to suspend such licenses pending Town Board proceedings in order to address the concerns raised by residents regarding vendors, hawkers, peddlers, and solicitors aggressive and harassing behavior, and

WHEREAS, §156-12 of the Town Code provides for a fine of \$250 and/or a finding that a violator of the Town Code is a disorderly person, and

WHEREAS, the finding that a violator is a disorderly person does not serve as an effective deterrent; now, therefore, be it

RESOLVED, that the Town Board will conduct a public hearing to hear all persons interested in the proposed amendment to the Town Code to authorize the Town Clerk to suspend licenses issued to vendors, hawkers, peddlers, and solicitors, and to amend the penalties for violation of Chapter 156 of the Town Code at Town of Clifton Park Town Hall, One Town Hall Plaza, Clifton Park, New York, on September 15, 2025 at 7:08 p.m.; and be it further

RESOLVED, and ordered that the Town Clerk give Notice of the Public Hearing in the official Town newspaper in substantially the form attached hereto and by posting the Notice of Public Hearing on the Town's official sign-board.

**§156-6 License fees.**

The license fee shall be [~~\$200~~] \$500 per annum, and if the licensee shall have more than one person be covered by the license issued, there shall be an additional fee of [~~\$25~~] \$50 per person for each license so issued.

**§156-8 Revocation of license.**

Upon receipt of repeated complaints from residents that a licensed vendor, hawker, peddler or solicitor, through their officers, agents, or employees, have conducted themselves in violation of §156-9 Operating restrictions and responsibilities, the Town Clerk may suspend the license of the vendor, hawker, peddler or solicitor which is the subject of such complaints. Upon referral from the Town Clerk, the Town Board may schedule a public hearing to determine if good cause has been shown for revocation of any license issued under this chapter, consistent with Section 137 of the New York State Town Law. When a license shall be revoked, no refund of any unearned portion of the license shall be made. Notice of such revocation and the reason or reasons therefor in writing shall be served by the Town Board or its designee upon the person named in the application by mailing same to the address given in the application, at least 10 days prior to the hearing. The applicant shall have the right to attend the hearing and to present any evidence or information in reply to the notice of revocation.

**§156-9 Operating restrictions and responsibilities.**

**G.** Not hawk, peddle, vend or solicit orders for goods, wares or merchandise door-to-door before 10:00 a.m. or after [30 minutes before dusk] 7:00 p.m.

**§156-12 Penalties for offenses.**

Any person who himself or by his clerk, agent or employee shall act as a vendor, hawker, peddler or solicitor, as herein defined, without a license or who shall violate any provisions of this chapter, including but not limited to §156-9 Operating restrictions and responsibilities, or who, having had his license revoked, shall continue to act as a vendor, hawker, peddler or solicitor shall be liable to a penalty of not more than [~~\$250~~] \$500 for each offense, and/or imprisonment of up to fifteen (15) days.



# RESOLUTION

## #6

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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 Town Attorney to execute a three-year contract with LexisNexis, a global legal and news database.

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

WHEREAS, Paul Pelagalli, Town Attorney, wishes to renew an agreement with LexisNexis to continue to access its comprehensive suite of online services that offer access to an extensive database of legal and business information, and

WHEREAS, this new agreement will cover a three (3) year term, commencing on October 1, 2025 and terminating on September 30, 2028, and

WHEREAS, a three (3) year contract provides reduced annual fees as opposed to one (1) year renewals based upon LexisNexis' anticipated rate increases over the next three (3) years; now therefore, be it

RESOLVED, that Town Attorney is authorized to execute the attached contract with LexisNexis, for the three-year term of 10/01/2025-09/30/2028, and be it further

RESOLVED, that the 2025 funds to pay the October, November and December 2025 monthly invoices from LexisNexis, will be charged to A-1420-004 (General Fund – Legal - Computer); and be it further

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

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Wednesday, August 20, 2025 11:39 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 #2058

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

**Department:** Legal  
**Your Name:** Cindy Zlogar  
**Your Email:** [czlogar@cliftonpark.org](mailto:czlogar@cliftonpark.org)  
**Sponsor:** P. Pellagalli  
**Agenda Session Date:** 09/02/2025 ✓  
**Board Meeting Date:** 09/02/2025 ✓  
**Alternate Date:** 09/15/2025  
**Budget Number:** A-1420-004  
**Budget Description:** Legal-Computer  
**Amount:** 2025-\$765, 2026-\$3,099, 2027-\$3,258, 2028-\$2538  
**Brief Description:** Authorize Town Attorney to execute a 3-year agreement with LexisNexis, an online database for legal and business information.  
**Add Supporting Docs:**  
**Additional Comments/Details:** N/A  
**Agree to Terms:** Agree

[unsubscribe](#)



**AMENDMENT  
LEXIS®/LEXIS®+/LEXIS®+AI FOR  
STATE/LOCAL GOVERNMENT  
(EXISTING SUBSCRIBER VERSION - TERM)**

<b>"Subscriber" Name:</b> Town of Clifton Park
<b>Account Number:</b> 10000CLXQ
<b>"LN":</b> LexisNexis, a division of RELX Inc.

**1. Amendment**

This Amendment ("Amendment") amends and supplements the terms of the Lexis Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

**2. Certification**

2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

<b>Number of Government Professional Users:</b>	<b>1</b>
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2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Lexis+ AI ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4. If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

(a) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.

(b) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

**3. Lexis+ AI Product and Charges**

3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis+ AI product offering described below. The term of Subscriber's commitment for the Lexis+ AI product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.2 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

<b>Lexis+ AI Content &amp; Features</b>		
<b>Product</b>	<b>SKU Number</b>	<b>Number of Users</b>
NY National Government Package	1537054	1
Lexis+™ Practical Guidance - State & Local Government	1534660	1
Lexis+ AI™ Access Ask & Summarize	1547529	1
Lexis+ AI™ Access Drafting	1547532	1



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STATE/LOCAL GOVERNMENT  
(EXISTING SUBSCRIBER VERSION - TERM)**


3.2. In exchange for access to the Lexis+ AI Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
Activation - 9/30/2025	\$118
10/1/2025 - 9/30/2026	\$255
10/1/2026 - 9/30/2027	\$268
10/1/2027 - 9/30/2028	\$282

3.3. Some of the Online Services may allow Authorized Users to upload documents within the LN Online Services, known as the Vault ("Vault"). Subscriber may elect to disable the Vault for its Authorized Users by initialing below.

To have the Vault disabled for your Authorized Users, initial here

\_\_\_\_\_ (initial)

3.4. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ AI Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

To have Out of Plan Materials available for your Authorized Users, initial here

\_\_\_\_\_ (initial)

3.5. Use of Lexis+ AI under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6. LN may temporarily suspend access to Lexis+ AI until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

**4. Closed Offer**

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 9/30/2025.

**5. Confidential Information**

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

**6. Support and Training**

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ AI through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;



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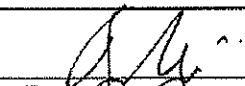
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

**7. Miscellaneous**

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis+ AI or by signing below.

**LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.**

**AGREED TO AND ACCEPTED BY:**

<b>Subscriber: Town of Clifton Park</b>	
[MUST BE COMPLETED BY SUBSCRIBER]	
<b>Authorized Subscriber Signature:</b>	
<b>Printed Name:</b>	Paul Pelagalli
<b>Job Title:</b>	Town Attorney
<b>Date:</b>	April 29, 2025

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]	
<b>Authorized Signature:</b>	Zachary Thurston <small>Digitally signed by Zachary Thurston Date: 2025.05.05 10:08:52 -0400</small>
<b>Name:</b>	Zachary Thurston
<b>Job Title:</b>	Pricing Analyst
<b>Date:</b>	5/5/2025



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**STATE/LOCAL GOVERNMENT**  
(EXISTING SUBSCRIBER VERSION - TERM)

Customer Information (please print or type)			
Organization Name (full legal name)	Town of Clifton Park		
Billing Frequency	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annually	
Tax Exempt (if yes please provide exemption certificate)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
New Invoice Contact Person	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	First & Last Name	Email Address
PO Required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	PO #	
MSA # if applicable			