




TOWN OF CLIFTON PARK TOWN BOARD MEETING

September 15, 2025

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

 **ONLINE BOARD MEETINGS**

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

II. Pledge to Flag

III. Roll Call

IV. Approval of Town Board Minutes

V. Communications/Announcements

VI. Business

- **Public Hearing: 7:02pm- Proposed amendments to Town Code to add Chapter 93- Animals**
- **Public Hearing: 7:05pm- Proposed improvements to the Martin Jewett Playground in Longkill #1 Park District**
- **Public Hearing: 7:08pm- Proposed amendments to Town Code Chapter 156 relating to door-to-door solicitations and peddlers**
- **Resolutions for Consideration**
- **Executive Session**
- **Other Business**

VII. Open Public Privilege

NOTE:

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

VIII. Adjournment

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

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

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on September 15, 2025 at 7:02 p.m. in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York whereas, the Town Board wishes to address and add amendments to Chapter 93, Animals.

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

Stephanie Ranze, Town Clerk

Proposed Chap. 93. Animals.

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

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

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

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

§93.-3. Penalties for offenses.

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

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

NOTICE OF PUBLIC HEARING
REGARDING LONGKILL #1 PARK
DISTRICT IMPROVEMENT PROJECT

TOWN OF CLIFTON PARK, SARATOGA COUNTY, NEW YORK

The Town Board of the Town of Clifton Park (the "Town") proposes to undertake the renovation and improvement of the Longkill Park playground, basketball court and parking lot in Longkill #1 Park District (the "District") and the purchase and installation of equipment and apparatus (the "Project"), as described in the project manual prepared by MJ Engineering dated July 31, 2025, which is on file with the Town Clerk's Office. The total estimated maximum cost of the Project is \$505,000.00 to be funded with proceeds of obligations issued by the Town, the debt service on which will be paid from assessments levied on properties within the District. The Town Board will hold a public hearing to hear all persons interested in the Project, which public hearing shall be held at the Clifton Park Town Hall in the Wood Memorial Room, Clifton Park, New York, on September 15, 2025, at 7:05 p.m., as required by Town Law Section 202-b.

The Town has previously determined that the Project is an "Unlisted Action" under the New York State Environmental Quality Review Act and will not have a significant adverse impact on the environment.

Stephanie Ranze, Clifton Park Town Clerk

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING TO CONSIDER A LOCAL LAW
ESTABLISHING AMENDMENTS TO TOWN CODE CHAPTER 156, PEDDLING &
SOLICITING

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on September 15, 2025 at 7:08 p.m. in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York whereas, the Town Board wishes to address and add amendments to Chapter 156 Peddling & Soliciting.

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

Stephanie Ranze, Town Clerk

§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.

Resolutions for Consideration
Clifton Park Town Board Meeting
September 15, 2025

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Town Board	Adopt Local Law No. ___ of 2025, relating to amendments to the Town Code to add Chapter 93, Animals	P. Barrett
2. Town Board	Approve determination that the Martin Jewett Playground improvement project in Longkill #1 Park District is in the public interest	P. Barrett
3. Town Board	Approve issuance of a bond in the amount of \$505,000 for the Martin Jewett Playground improvements in Longkill #1 Park District	P. Barrett
4. Town Board	Approve award of contract for the Martin Jewett Playground improvement project in Longkill #1 Park District	P. Barrett
5. Town Board	Adopt Local Law No. ____ of 2025, relating to amendments to Town Code Chapter 156, relating to door-to-door solicitations and peddlers	P. Barrett
6. Town Board	Schedule a Public Hearing for October 06, 2025, at 7:02pm on proposed Town Code amendments to Chapters 152 and 153 relating to Prohibited Acts-Metal Detectors	P. Barrett
7. Town Board	Schedule a Public Hearing for October 06, 2025, at 7:05pm on proposed Town Code amendments to Chapter 73 and Chapter 208, relating to short-term rentals	P. Barrett
8. Town Board	Schedule a Public Hearing for October 06, 2025 at 7:08pm on proposed Town code amendments to Chapter 93, Animals, relating to regulation of kennels and animal boarding facilities	P. Barrett
9. Building & Grounds	Authorize Change Order #1 for the Locust Lane Playground upgrade project	P. Barrett

- | | | |
|-------------------------|--|------------|
| 10. Buildings & Grounds | Authorize the purchase of one Graco LL3400 parking lot line painter from Sherwin Williams under Sourcewell Contract | P. Barrett |
| 11. Buildings & Grounds | Authorize Supervisor to sign a one (1) year agreement with Samsara for GPS services for Town vehicles under NYS contract | P. Barrett |
| 12. Highway | Authorize budget transfers to reallocate department funds | D. Bull |
| 13. Justice Court | Authorize the Town Court to apply for a Justice Court Assistance Program Grant | P. Barrett |



RESOLUTION

#1

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

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

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

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

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

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

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

WHEREAS, on September 15, 2025, the Town Board conducted a public hearing on the proposed chapter addition to the Town Code, and members of the public were provided an opportunity to speak in favor or against the proposal; now, therefore, be it

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

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

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

#2

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution determining that the renovation and improvement of the Longkill Park are in the public interest.

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

WHEREAS, pursuant to Town Law Section 202-b, the Town Board of the Town of Clifton Park (the "Town") proposes to undertake the renovation and improvement of the Longkill Park playground, basketball court and parking lot in Longkill #1 Park District (the "District") and the purchase and installation of equipment and apparatus (the "Project"), as described in the project manual prepared by MJ Engineering dated July 31, 2025, which is on file with the Town Clerk's Office; and

WHEREAS, the total estimated maximum cost of the Project is \$505,000; and

WHEREAS, on September 15, 2025 the Town Board held a public hearing regarding the Project, as required by Town Law Section 202-b.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby determines that it is in the public interest to undertake the Project; and be it further

RESOLVED, that the Town Board hereby authorizes the Town Supervisor and other proper officers of the Town to proceed with the Project provided, however, that the financing of the Project shall not occur until the Town Board has adopted a Bond Resolution in accordance with the New York Local Finance Law.

The question of adoption of the foregoing resolution was duly put to a vote, which resulted as follows:

<u>Name</u>	<u>Vote</u>
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The resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
COUNTY OF SARATOGA) ss.:

I, the undersigned Town Clerk of the Town of Clifton Park (the "Town"), DO HEREBY CERTIFY that I have compared the foregoing copy of the minutes of the meeting of the Town Board, including the Resolution contained therein, held on September ____, 2025 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (i) all members of the Town Board had due notice of said meeting, (ii) said meeting was in all respects duly held, (iii) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law and (iv) there was a quorum of the members of the Town Board present throughout said meeting.

I FURTHER CERTIFY that as of the date hereof the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this ____ day of _____, 2025.

Stephanie Ranze, Town Clerk
Town of Clifton Park, Saratoga County, New York

[SEAL]



RESOLUTION

#3

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a bond resolution authorizing the renovation and improvement of the Longkill Park playground, basketball court and parking lot in Longkill #1 Park District, in the Town of Clifton Park, Saratoga County, New York, at a maximum estimated cost of \$505,000 and authorizing the issuance of not to exceed \$505,000 serial bonds to pay the cost thereof.

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

BE IT RESOLVED by the Town Board of the Town of Clifton Park, Saratoga County, New York (the "Town"), as follows:

Section 1. The renovation and improvement of the Longkill Park playground, basketball court and parking lot in Longkill #1 Park District (the "District") and the purchase and installation of equipment and apparatus (the "Project"), is hereby authorized at an estimated maximum cost of \$505,000.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific objects or purposes is \$505,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of the issuance of up to \$505,000 serial bonds (the "Bonds") of the Town authorized to be issued pursuant to this bond resolution and the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is fifteen (15) years, pursuant to subparagraph 19(c) of Section 11.00(a) of the Local Finance Law. The proposed maturity of the Bonds will be in excess of five years.

Section 4. Pursuant to Section 107.00(d)(3)(1) of the Local Finance Law, current funds are not required to be provided prior to issuance of the Bonds or any bond anticipation notes issued in anticipation of issuance of the Bonds.

Section 5. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this resolution.

Section 6. The Bonds and any bond anticipation notes issued in anticipation of the Bonds, shall contain the recital of validity prescribed by Section 52.00 of the Local Finance Law and the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the real property within the Town without legal or constitutional limitation as to rate or amount. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year.

Section 7. Subject to the provisions of this resolution and of the Local Finance Law, and pursuant to the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 63.00 inclusive

of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the Bonds herein authorized, including renewals of such notes, and the power to prescribe the terms, form and contents of the Bonds, and any bond anticipation notes, and the power to sell and deliver the Bonds and any bond anticipation notes issued in anticipation of the issuance of the Bonds, and the power to sell and deliver the Bonds and any bond anticipation notes providing for substantially level or declining annual debt service, is hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

Section 8. This resolution is intended to constitute the declaration of the Town's "official intent" to reimburse the expenditures authorized by this resolution with the proceeds of the Bonds and bond anticipation notes authorized herein, as required by United States Treasury Department Regulation Section 1.150-2.

Section 9. The Bonds and Notes authorized to be issued by this resolution are hereby authorized to be consolidated, at the option of the Town Supervisor, the chief fiscal officer, with the serial bonds and bond anticipation notes authorized by other bond resolutions adopted by the Town Board for purposes of sale in one or more bond or note issues aggregating an amount not to exceed the amount authorized in such resolutions. All matters regarding the sale of the Bonds, including the dated date of the Bonds, the consolidation of the Bonds and Notes with other issues of the Town, and the serial maturities of the Bonds, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

Section 10. In the absence of the Town Supervisor, the Deputy Supervisor is hereby specifically authorized to exercise the powers delegated to the Town Supervisor of the Town in this Resolution.

Section 11. The validity of the Bonds authorized by this resolution and of any bond anticipation notes issued in anticipation of the Bonds may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money; or

(b) the provisions of law which should be complied with at the date of the publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 12. This resolution, or a summary hereof, shall be published in the official newspapers of the Town for such purpose, together with a notice of the Clerk of the Town in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 13. This resolution is not subject to a referendum on petition in accordance with Section 35.00(b)(2) of the Local Finance Law.

Section 14. The Town Supervisor, as chief fiscal officer of the Town, is hereby authorized to enter into an undertaking for the benefit of the holders of the Bonds from time to time, and any bond anticipation notes issued in anticipation of the sale of the Bonds, requiring the Town to provide secondary market disclosure as required by Securities and Exchange Commission Rule 15c2-12.

Section 15. The Town Board hereby determines that the provisions of the State Environmental Quality Review Act and the regulations thereunder have previously been satisfied with respect to the expenditures authorized by this resolution.

Section 16. This resolution shall take effect immediately.

The question of adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

<u>Name</u>	<u>Vote</u>
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The resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
)SS.:
COUNTY OF SARATOGA)

I, the undersigned, Clerk of the Town of Clifton Park, Saratoga County, New York (the "Town"), DO HEREBY CERTIFY:

That I have compared the annexed abstract of the minutes of the meeting of the Town Board of the Town, held on the ___ day of _____, 2025, including the resolution contained therein, with the original thereof on file in my office, and the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that the full Board consists of five (5) members; that _____ () members of the Town Board were present at such meeting; and that _____ () of such members voted in favor of the above resolution.

I FURTHER CERTIFY that (i) all members of the Town Board had due notice of the meeting, (ii) pursuant to Article 7 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public, and due notice of the time and place of such meeting was duly given in accordance with Article 7 of the Public Officers Law, and (iii) the meeting was in all respects duly held.

I FURTHER CERTIFY that the Resolution is in full force and effect and has not been amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this ___ day of _____, 2025.

Town Clerk, Town of Clifton Park

(SEAL)



RESOLUTION

#4

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

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

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

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

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

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

WHEREAS, MJ Engineering finds that Edward & Thomas O'Connor Inc. are qualified to perform the work for which they bid, and has advised that the prices bid for the work are reasonable for the project, and

WHEREAS, Edward & Thomas O'Connor Inc. of Glens Falls, New York submitted the lowest responsive quote to supply and install the equipment in an amount not to exceed \$505,000, and

WHEREAS, the Town Board of the Town of Clifton Park, by Resolution No. __ of 2025, has determined that the renovation and improvement of the Longkill #1 Park District are in the public interest, and

WHEREAS, the Town Board of the Town of Clifton Park, by Resolution No. __ of 2025, authorized a bond resolution for the Longkill #1 Park District improvement project in the amount of \$505,000; now, therefore, be it

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

RESOLVED, that financing shall be determined pursuant to the issuance of the serial bonds.

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
Total Bid Amount (sum of lines above)	\$ 343,000.00
Add Alternate No. 1	\$ 162,000.00

ARTICLE 4 - TIME OF COMPLETION

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

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

5.01 *Bid Acceptance Period*

B. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
N/A	N/A

5.04 *Registered Plan Holder Confirmation*

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

YES NO

ARTICLE 6 - BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

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

6.02 *Bidder's Certifications*

- A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition...
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder: Edward & Thomas O'Connor Inc.

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

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

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

Address for giving notices:

P.O. Box 377
Glens Falls, NY 12801

Bidder's Contact:

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

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

END OF SECTION

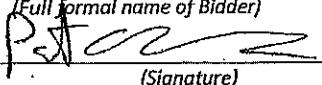
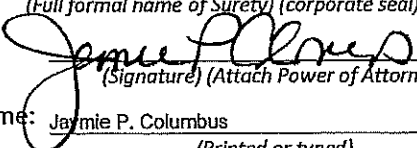
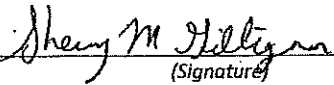

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**SECTION 004313
 BID BOND (PENAL SUM FORM)**

See Attached Bid Bond

Bidder Edward & Thomas O'Connor Inc. Name: Address (principal place of business):	Surety Name: Address (principal place of business):
Owner Name: Address (principal place of business):	Bid Project (name and location): Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
<i>(Full formal name of Bidder)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

SECTION 004313
BID BOND (PENAL SUM FORM)

<p>Bidder</p> <p>Name: Edward and Thomas O'Connor, Inc.</p> <p>Address (principal place of business): 147 Meadowbrook Road Queensbury, New York 12804</p>	<p>Surety</p> <p>Name: Old Republic Insurance Company</p> <p>Address (principal place of business): 631 Excel Drive Mt. Pleasant, Pennsylvania 15666</p>
<p>Owner</p> <p>Name: Town of Clifton Park</p> <p>Address (principal place of business): One Town Hall Plaza Clifton Park, New York 12065</p>	<p>Bid</p> <p>Project (name and location): Martin Jewitt Longkill Park Improvements, MJ965.27</p> <p>Bid Due Date: July 31, 2025</p>
<p>Bond</p> <p>Penal Sum: Five Percent of the Attached Bid (5%)</p> <p>Date of Bond: July 29, 2025</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Bidder</p> <p>Edward and Thomas O'Connor, Inc.</p> <p>(Full formal name of Bidder)</p>	<p>Surety</p> <p>Old Republic Insurance Company</p> <p>(Full formal name of Surety) (corporate seal)</p>
<p>By: <u></u> (Signature)</p>	<p>By: <u></u> (Signature) (Attach Power of Attorney)</p>
<p>Name: <u>Patrick O'Connor, Jr.</u> (Printed or typed)</p>	<p>Name: <u>Jaymie P. Columbus</u> (Printed or typed)</p>
<p>Title: <u>President</u></p>	<p>Title: <u>Attorney-in-Fact</u></p>
<p>Attest: <u></u> (Signature)</p>	<p>Witness: <u></u> (Signature)</p>
<p>Name: <u>Sherry M. Gilligan</u> (Printed or typed)</p>	<p>Name: <u>Kayley Klinkel</u> (Printed or typed)</p>
<p>Title: <u>Office Manager</u></p>	<p>Title: <u>Witness</u></p>
<p>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</p>	

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

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

END OF SECTION

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INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } ss

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

Notary Public

COPARTNERSHIP

STATE OF _____ }
COUNTY OF _____ } ss

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

Notary Public

CORPORATE

STATE OF NEW YORK }
COUNTY OF Warren } ss

On this 29th day of July, 2025, before me personally appeared Patrick O'Connor, Jr. to me known, who, being by me first duly sworn, did depose and say that he/she resides in Queensbury NY; that he/she is the President of Edward and Thomas O'Connor, Inc.

the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

SHERRY M. GILLIGAN
Notary Public, State of New York
No. 01G16406304
Residing in Warren County
My Commission Expires March 30, 2025

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	565,874,858
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	956,961
Amounts recoverable from reinsurers	163,559,250
Electronic data processing equipment and software	406,517
Investment income due and accrued	26,421,077
Current federal and foreign income tax recoverable and interest	1,228,974
Receivables from parent, subsidiaries and affiliates	33,486,892
Other assets	4,833,206
TOTAL ADMITTED ASSETS	<u>\$4,394,004,124</u>

LIABILITIES AND SURPLUS

Losses	\$1,229,821,598
Reinsurance payable on paid losses and loss adjustment expenses	15,341,385
Loss adjustment expenses	214,024,737
Commissions payable, contingent commissions and other similar charges	9,320,486
Other expenses (excluding taxes, licenses and fees)	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	13,699,745
TOTAL LIABILITIES	<u>\$2,985,916,641</u>
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
SURPLUS AS REGARDS POLICYHOLDERS	<u>\$1,408,088,083</u>
TOTAL LIABILITIES AND SURPLUS	<u>\$4,394,004,124</u>

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

STATE OF WISCONSIN)
)SS
COUNTY OF WAUKESHA)

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

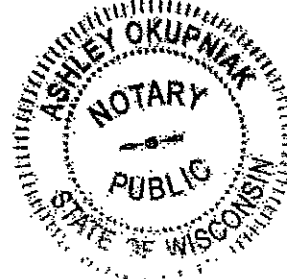
Alan P. Pavlic, Vice President

Kevin J. Abitz, Vice President

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

Notary Public, State of Wisconsin

My Commission expires: August 23, 2028





OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint: CHARLES C. LEACH, PATRICK J. CLYNE, JAYMIE P. COLUMBUS, MICHAEL J. GRASSO, KIMBERLY RITCHIE of LATHAM, NY

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

ALL WRITTEN INSTRUMENTS

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

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

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

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

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

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



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(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.



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

Karen J. Haffner
Assistant Secretary

72-5020

ORSC 11008 (6-93)

ARTHUR J GALLAGHER RISK MGMT

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 Gallagher	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 Gallagher	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)
Patrick O'Connor (individual's signature)
Name: Patrick O'Connor (typed or printed)
Title: President (typed or printed)
Date: 7-31-2025 (typed or printed)
(date signed)

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

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

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

Designated Representative:
Name: Patrick O'Connor (typed or printed)
Title: President (typed or printed)
Address: P.O. Box 377
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							
Project Cost		\$2,000,000.00		Date Project		9-1-24 - 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)						Quality Control Manager	
						Patrick O'Connor	
Owner		Name		Title/Position		Telephone	
Designer		Angelo Giannettino				518-926-2202	
Construction Manager		Jim Edwards		C.T. Male		518-786-7400	
						J.edwards@ctmale.com	
						Email	
						agiannettino@glenfalls hosp.org	
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)						Quality Control Manager	
						Patrick O'Connor	
Owner		Name		Title/Position		Telephone	
Designer		Matthew Jones		Washington County		m.jones@washingtoncounty ny.gov	
Construction Manager		Jennifer Denis		LaBella Associates		518-824-1937	
						jdenis@labellapc.com	
						Email	
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)						Quality Control Manager	
						Patrick O'Connor	
Owner		Name		Title/Position		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	
General Description of Project reconstruction of tennis courts							
Project Cost		\$350,000.00		Date Project		5-1-2020	
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name		Patrick O'Connor		Craig Collins		Patrick O'Connor	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
Owner		Name		Title/Position		Organization Telephone Email	
Designer		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							
Project Name Reconstruction to Jr-Sr High School							
General Description of Project Reconstruction of Track and Field & Parking Lots							
Project Cost		\$2.5 million		Date Project		5-1-2020	
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name		Patrick O'Connor		Patrick O'Connor		Patrick O'Connor	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
Owner		Name		Title/Position		Organization Telephone Email	
Designer		Pat Dee		Superintendent		Whitehall School 518-499-1772	
Construction Manager		Mark Bouley		Engineer		Tetra-Tech 607-216-6796 mark.bouley@tetratech.com	
		Mick Derway		Clerk of Works		N/A 518-361-7363 mderway05@gmail.com	
Project Owner Town of Queensbury							
Project Name Queensbury Highway Garage							
General Description of Project Reconstruct Parking Lots Build New Building							
Project Cost		\$500,000.00		Date Project		3-1-2025	
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name		Patrick O'Connor		Bruce Hutchinson		Patrick O'Connor	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
Owner		Name		Title/Position		Organization Telephone Email	
Designer		David Duell		Highway Super.		Town of Queensbury 518-791-6430	
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			
General Description of Project			
Project Cost		Date Project	
Key Project Personnel		Project Superintendent	
Name		Safety Manager	
Quality Control Manager			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name		Telephone	
Owner		Email	
Designer			
Construction Manager			
Project Owner			
Name		Organization	
Title/Position		Telephone	
Owner		Email	
Designer			
Construction Manager			
Project Owner			
Name		Organization	
Title/Position		Telephone	
Owner		Email	
Designer			
Construction Manager			
Project Owner			
Name		Organization	
Title/Position		Telephone	
Owner		Email	
Designer			
Construction Manager			
Project Owner			
Name		Organization	
Title/Position		Telephone	
Owner		Email	
Designer			
Construction Manager			
Project Owner			
Name		Organization	
Title/Position		Telephone	
Owner		Email	
Designer			
Construction Manager			
Project Owner			
Name		Organization	
Title/Position		Telephone	
Owner		Email	
Designer			
Construction Manager			

Schedule C—Key Individuals

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

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

END OF SECTION

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SECTION 004526
AFFIDAVIT – WORKER'S COMPENSATION

State of New York

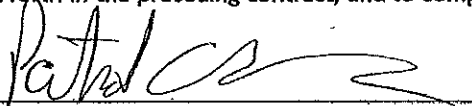
County of Warren

SS: _____

 Patrick O'Connor

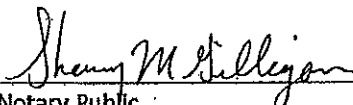
of Edward & Thomas O'Connor Inc.

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

Signed: 
Patrick O'Connor - President

Subscribed and sworn to before me

this 31st day of July , 20 25


Notary Public

SHERRY M. GILLIGAN
Notary Public, State of New York
No. 01G6408304
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

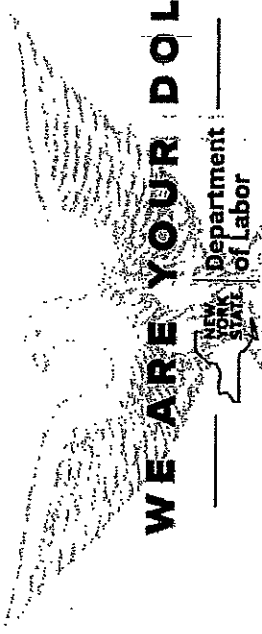
Bid Submitted to : Town of Clifton Park

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



WE ARE YOUR DOL



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

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and Covered Private Construction Projects in the State of New York, Subject to the Prevailing Wage Requirements of NYS Labor Law Article 8.

Edward and Thomas O'Connor, Inc
147 Meadowbrook Rd
Queensbury, New York 12804
Phone Number: 518-792-4090
Registration Number: 25-64EJK-GR
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.	\$ 323,790.00	\$ 15,000	\$ 343,790.00	\$ 180,650.00
TRINITY CONSTRUCTION INC.	\$ 393,383.00	\$ 15,000	\$ 408,383.00	\$ 175,000.00
EDWARD & THOMAS O'CONNOR, INC.	\$ 328,000.00	\$ 15,000.	\$ 343,000.00	\$ 162,000.00
DELSIGNURE BLACKTOP PAVING INC.	\$ 377,319.00	\$ 15,000.00	\$ 387,319.00	\$ 170,245.00
CARVER CONSTRUCTION INC.	\$ 341,174.00	\$ 15,000.00	\$ 356,174.00	\$ 175,000.00
JAMES H. MALLOY, INC.	\$ 379,000.00	\$ 15,000.00	\$ 394,000.00	\$ 148,600.00
CHALLO CONSTRUCTION CORP.	\$ 323,600.00	\$ 15,000.00	\$ 338,600.00	\$ 240,800.00

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	
Edward & Thomas O'Connor Inc	\$328,000.00	\$162,000.00	\$505,000.00	-0.79%
HMA Contracting Corp	\$328,790.00	\$180,650.00	\$524,440.00	+3.03%
Carver Construction Inc	\$341,174.00	\$175,000.00	\$531,174.00	+4.35%
James H. Maloy Inc	\$379,000.00	\$148,600.00	\$542,600.00	+6.60%
Delsignore Blacktop Paving Inc	\$372,319.00	\$170,245.00	\$557,564.00	+9.53%
Gallo Construction Corp	\$323,600.00	\$240,800.00	\$579,400.00	+13.82%
Trinity Construction	\$393,383.00	\$175,000.00	\$583,383.00	+14.61%

*

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

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

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

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



21 Corporate Drive
Clifton Park, NY 12065



518.371.0799
mj@mjteam.com
mjteam.com



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





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

O'Connor's references indicated that the low bidder has a satisfactory history of overall performance, including quality of work and adherence to project schedule. Additionally, the low bidder has no history of default on any work.

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

If you have any questions regarding this recommendation, please do not hesitate to contact me at 518:371.0799 ext. 357 or dgerber@mjteam.com. Thank you.

Sincerely,

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

Douglas F. Gerber, PLA
Senior Project Manager

cc: File



RESOLUTION

#5

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No _____ of 2025, a resolution adopting Local Law ____ of 2025 to amend Chapter 156 of the Town Code related to Door-to-Door Solicitations and Peddlers.

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

WHEREAS, Chapter 156 of the Town Code provides for the Issuance and Administration of licenses to peddlers and door-to-door solicitors within the Town, as authorized by Section 136 et seq. of the New York State Town Law, 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, on September 15, 2025, the Town Board held a public hearing on a proposal to suspend licenses issued to vendors, hawkers, peddlers, and solicitors, and to amend the penalties for the violation of Chapter 156-9, and

WHEREAS, public comment having been received and considered by the Town Board; now, therefore, be it

RESOLVED, that the Town Board hereby adopts Local Law No ____ of 2025, to amend Town Code Chapter 156, per the attached; and be it further

RESOLVED, that this Local Law shall take effect immediately upon its adoption.

§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

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 a public hearing to consider amendments to the Town Code regarding prohibiting the use or possession of metal detectors in Town nature preserves and parks.

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

WHEREAS, concerns have been raised regarding the use of handheld metal detectors in Town nature preserves and parks, and

WHEREAS, by using such devices, artifacts and items of historical significance can be obtained and possessed by private individuals, and

WHEREAS, use and possession of metal detectors are prohibited on land owned by the State of New York, and

WHEREAS, artifacts and items of historical significance unearthed on Town land are the property of the Town of Clifton Park; now, therefore, be it

RESOLVED, that a public hearing to consider amendments to §152-6 and §153-4 of the Town Code to prohibit use of metal detectors in Town nature preserves and parks will be held on October 6, 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 code amendments regarding metal detectors.

§152-6 Prohibited acts.

I. To use or possess a metal detector while within a nature preserve owned or managed by the Town of Clifton Park.

§153-4 Prohibited acts.

F. To use or possess a metal detector while within a park owned or managed by the Town of Clifton Park.



RESOLUTION

#7

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. of 2025, a resolution scheduling a public hearing to consider amendments to the Town Code regarding short-term rentals.

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

WHEREAS, the Town Board is aware that short-term rentals have become prevalent in Clifton Park and other communities, and

WHEREAS, short-term rentals are not currently regulated by the Town of Clifton Park, and

WHEREAS, the Town Board wishes to obtain input from the public regarding the regulation of short-term rentals in the Town of Clifton Park; now, therefore, be it

RESOLVED, that a public hearing to consider amendments to §73-33 and §208-7 of the Town Code, related to Short-term rentals, will be held on October 6, 2025 at 7:05 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 amendments to Town Code for short-term rentals:

§208-7 Definitions and word usage

SHORT-TERM RENTAL

A short-term rental unit means an entire dwelling unit, or a room, group of rooms, other living or sleeping space, or any other space within a dwelling, made available for rent by guests for less than thirty (30) days consecutive days, where the unit is offered for tourist or transient use by the short-term rental host of the residential unit, and where such unit.

§73-33-Short-term rental permits

Short-term rentals as defined in §208-7 shall be subject to the following requirements:

1. A short-term rental property or parcel must be the owner's primary residence.
2. A short-term rental may only be operated pursuant to a permit issued by the Town of Clifton Park Department of Building and Development.
3. Any permit issued for a short-term rental shall only be valid for one (1) year from the date of issuance of the permit and may be renewable on an annual basis.
4. Permits shall be limited to one (1) per owner per parcel.
5. Any property or parcel for which an owner seeks a permit shall be subject to an inspection by the Town of Clifton Park Department of Building and Development. Inspections shall be required on an annual basis. A certificate of inspection from a licensed engineer will be accepted in lieu of an inspection.
6. Property owners may not advertise a short-term rental on the premises subject to the permit.
7. The definition of Family as set forth in §208-7 of the Clifton Park Town Code shall apply to limit the occupancy of short-term rentals.



RESOLUTION

#8

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 a public hearing to consider amendments to the Town Code regarding regulation of animal kennels and boarding facilities.

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

WHEREAS, there have been several occurrences in Saratoga County, and in counties in proximity to Saratoga County, of animal neglect and abuse at facilities for kenneling and boarding animals, and

WHEREAS, the Town Board intends to provide the Town's Animal Control Officers, Code Enforcement Officers, and Fire Marshall with the authority to inspect and regulate facilities for kenneling and boarding of animals, and

WHEREAS, the Town Board wishes to obtain input from the public regarding the regulation of animal kennels and boarding facilities in the Town of Clifton Park; now, therefore, be it

RESOLVED, that a public hearing to consider amendments to Chapter 93 of the Town Code to add §93-4, §93-5, §93-6, §93-7, §93-8 and §93-9, all related to animal kennels and boarding facilities, will be held on October 6, 2025 at 7:08 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.

Draft of provisions regulating kennels and animal boarding facilities

Article II

Kennels/Boarding Facilities

§93-4 Definitions.

Kennel or Boarding Facility

Any facility where dogs, cats or other animals over four months of age are kept or maintained for any commercial purpose including boarding, grooming, breeding, or training.

Breeder

Any person or entity that breeds and/or raises dogs, cats or other animals for sale or offers for sale.

§93-5 Housing Standards for kennels/boarding facilities.

- A. All animals shall be kept in clean and sanitary premises, structures, or enclosures so as to maintain a healthy environment for the animal. All animal waste shall be removed several times each day. Animals and staff must be protected from noxious substances. A plan to control and monitor conditions, including the elimination of vermin, shall be implemented. Primary enclosures shall be cleaned daily and sanitized weekly by washing all surfaces with appropriate detergents and disinfectants. At no time shall the animal remain inside the enclosure while it is being cleaned and/or sanitized. Trash and waste products on the premises shall be properly contained and disposed of in order to minimize the risks of disease, contamination, and vermin.
- B. All facilities shall be adequately ventilated at all times in order to provide for the health and well-being of the animals. Ventilation shall be provided by natural or mechanical means, such as windows, vents, fans, or air conditioners. Ventilation shall be provided so as to minimize drafts, odors, and moisture condensation.
- C. The ambient temperature for each animal shall be compatible with the health and well-being of each animal. Temperature shall be regulated by heating and cooling to sufficiently protect each animal from extreme temperatures. Temperature shall not be permitted to fall below or rise above ranges which would pose a health risk to each animal. Shade from sunlight shall be provided by natural or artificial means.
- D. Enclosures or cages housing the animals shall provide sufficient space to allow each animal adequate freedom of movement, including the ability to stand up, turn around, and lie down with its limbs outstretched. The enclosure shall be high enough to permit the animal to stand on its hind legs without touching the ceiling. The enclosure shall have solid flooring which is safe and comfortable for the type of animal, its size, and its age.
- E. Indoor facilities housing animals shall provide lighting sufficient to permit routine inspections and cleaning. The indoor facilities shall be designed and constructed so as to protect each animal from excessive illumination, which would pose a health hazard to the animal.

- F. Both indoor and outdoor facilities housing animals shall be designed and constructed to allow for efficient and effective elimination of animal waste and water in order to keep the animal dry and to prevent the animal from coming into contact with these substances. Sewage and waste shall be disposed of by drains designed and constructed to minimize foul odors and sewage backup, and which comply with federal, state, and local laws and regulations.
- G. All animals shall be handled in a humane manner so as not to cause physical injury or harm to the animal.

§93-6 Feeding and watering of animals.

- A. All animals shall be provided with wholesome and palatable food which is free from contamination, and which is of nutritional value sufficient to maintain each animal in good health. All animals are to be provided with sufficient food to promote a healthy lifestyle, in consultation with the animal's owner. Feeding instructions prescribed by a veterinarian shall be followed.
- B. All animals shall be provided with regular access to clean, fresh water supplied in a sanitary manner.

§93-7. Permitting.

- A. All kennels/boarding facilities must be permitted by the Town of Clifton Park. The Town Animal Control Officer, Town Code Enforcement, and the Town Fire Marshall shall inspect the facility annually. After the Town Animal Control Officer has inspected the facility and found that it meets the conditions set forth in this chapter, after Town Code Enforcement and Fire Marshall have inspected and approved the facility as being in compliance with the Town of Clifton Park Code, and the Uniform Fire Prevention and Building Code, and where applicable, Planning Board approval has been obtained a permit shall be issued. The permitting fees shall be set by the Town Board.
- B. Kennels/boarding facilities must prominently display their permit on the premises.
- C. No person who has been convicted of cruelty to animals or otherwise deemed to have mistreated or harmed animals shall be issued a permit to operate a kennel/boarding facility. The Saratoga County Board of Supervisors is establishing an Animal Abuse Registry to assist with this process.
- D. No person who has been convicted of cruelty to animals or otherwise deemed to have mistreated or harmed animals shall be employed or work as a volunteer or in any other capacity at a kennel/boarding facility. The Saratoga County Board of Supervisors is establishing an Animal Abuse Registry to assist with this process.
- E. A permit which has been issued based upon false information supplied by the applicant, their officers, agents or employees, shall be revoked and the operation of the facility terminated.
- F. In the event of a transfer of ownership of the facility, the premises must be inspected by Code Enforcement, the Fire Marshall, and the Animal Control Officer to ensure that the facility is in compliance with all laws, ordinances, rules and regulations applicable to the use and occupancy of a kennel/boarding facility, and in compliance with the Town of Clifton Park Code, the New York State Agriculture and Markets Law, and the Uniform Fire Prevention and Building Code.

- G. Any owner and/or operator of a kennel/boarding facility, and their officers, agents, or employees, shall permit representatives of the Town of Clifton Park, the New York State and County of Saratoga Departments of Health, and law enforcement to inspect the premises in order to ensure compliance with Town, County, and State laws and regulations.
- H. If upon inspection as set forth hereinabove, it is determined that that the owner and/or operator has committed an egregious violation of the provisions of this article which places the health and safety of the animal(s) at risk, the Town Animal Control Officer and/or Town Code Enforcement Officers shall have the authority to revoke or suspend the permit and order the animals to be removed after notice and an opportunity to be heard. Refusal by the owner and/or operator to permit an inspection shall be deemed a violation of the provisions of this article. Penalties for violations of this Article are more fully set forth in §93-9 Penalties for violations.

§93-8 Recordkeeping and protocols

- A. Every facility for kenneling and boarding of animals shall upon intake examine the animal for unique identifiers.
- B. Every facility shall create and maintain a record for each animal in their custody, including unique identifiers; the name, address, and telephone number of the person owning the animal or surrendering the animal; the date of intake and departure of the animal; basic descriptors such as species, age, gender, physical description; spay or neuter status; behavioral and health history, including rabies vaccination status; and veterinary and behavioral examinations, treatments, procedures, or medications occurring during the animals stay at the facility.
- C. Records for each animal shall be maintained for not less than three years from the date of the animal's departure from the facility.
- D. Each facility shall maintain summary records of their total annual animal intake and dispositions.
- E. Each facility shall develop and maintain written protocols including, but not limited to, animal handling; behavioral assessment; management of bite/scratch cases; enrichment and stress reduction; and sanitation.
- F. Every facility shall develop and maintain written protocols, approved by a licensed veterinarian, regarding nutrition and feeding; physical examinations; emergency veterinary care; pain management; vaccinations; parasite control; outbreak management and control of infectious diseases; anesthesia and surgery if performed on-site; and humane euthanasia.

§93-9 Penalties for violations.

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

- A. For a first offense which is not an egregious violation, as set forth herein, the owner/operator will be given five (5) days to remedy the violation. If upon further

inspection the violation has not been remedied, the owner/operator will be subject to a civil penalty not to exceed \$250.

- B. For a second offense the owner/operator will be subject to a civil penalty not to exceed \$500.
- C. For a third offense, the owner/operator will be subject to a civil penalty not to exceed \$1,000.
- D. For an egregious violation of the provisions of this article which places the health and safety of the animal(s) at risk the owner/operator may be subject to an enhanced civil penalty not to exceed \$1,500 and/or suspension or revocation of the permit and closing of the facility.



RESOLUTION

#9

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. __ of 2025, a resolution authorizing a change order to the existing contract with M.A. Schafer Construction, Inc. for the project to upgrade the playground equipment in the Locust Lane Park, within the Clifton Knolls Park District.

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

WHEREAS, the Town has an existing contract with M.A. Schafer Construction, Inc., authorized by Resolution No. 200 of 2024, for upgrades to the playground at the Locust Lane Park; and

WHEREAS, M.A Schafer Construction, Inc. has submitted a change order for adding additional playground equipment to the project at a cost not to exceed \$95,000; and

WHEREAS, the Town Board wishes to authorize Change Order # 1 to provide additional playground equipment for the Locust Lane Park playground; now, therefore, be it

RESOLVED, that the Town Board authorized Change Order #1 for the Locust Lane Park playground upgrade project at a cost not to exceed \$95,000.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, August 13, 2025 8:49 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 #2016

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

Department: Buildings & Grounds
Your Name: Daniel Clemens
Your Email: dclemens@cliftonpark.org
Sponsor: P. Barrett
Agenda Session Date: 08/18/2025 ✓
Board Meeting Date: 08/18/2025 ✗
Alternate Date: 09/02/2025 ✓
Budget Number: SP3-7131-200
Budget Description: Clifton Knolls Park District - Capital Improvement
Amount: \$50-75 k
Brief Description: Change order for Locust Lane playground to add (2) new additional pieces of equipment.

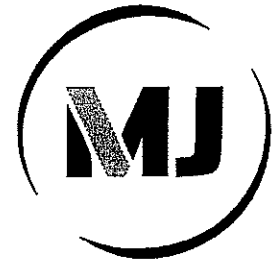
Add Supporting Docs:

[475158dd03a42cd3_MA_Schafer_Construction_7-19-24_BID_LOCUST_LANE_PLAYGROUND.pdf](#)
[2a1383f9f1eb07f2_MJ_supplemental_engineering_for_Locust_Lane_playground_-_signed_6.18.25.pdf](#)
[3724f74a0d66c048_Locust_lane_Playground_MJ_Recommendation_of_Award_7.25.24.pdf](#)

Additional Comments/Details: I am requesting same day town board meeting so want to get this in. I am waiting on the final written change order, which I will have this week. Exact amount to be determined in the change order.

Agree to Terms: Agree

[unsubscribe](#)



SENT VIA EMAIL ONLY

June 6, 2025

Mr. Daniel Clemens
Buildings and Grounds Supervisor
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065
Email: DClemens@cliftonpark.org

Re: Locust Lane Playground
Town of Clifton Park
MJ Project No. 965.24
Supplemental Proposal for Engineering Services

Dear Mr. Clemens:

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. (MJ) is pleased to provide The Town of Clifton Park (Town) with this proposal for professional services associated with the Locust Lane Playground (Project). The project will include the installation of additional playground features within the existing playground at 5 Locust Lane, Clifton Park, NY 12065. MJ's project understanding and associated Scope of Services are included below.

PROJECT UNDERSTANDING

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

- The Town has requested MJ provide options for additional play equipment for older children within the playground area.
- MJ prepared and provided the May 5, 2025 Additional Equipment Recommendations to the Town for review and discussion with stakeholders.
- The Town has selected Option #2 Level X Ally – Manufactured by Burke BCI and Option #6 Biggo Spia Duo (DX-3275) – Manufactured by Dynamo for inclusion into complete documents for bidding, including plans and specifications.

Based upon the above understanding, MJ offers the following Scope of Services for your consideration.

SCOPE OF SERVICES

Task 1 – Project Documents

MJ will coordinate with MA Schafer Construction, Inc. on the purchase and installation of the additional recreation equipment selected by the Town.



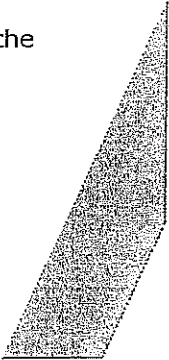
21 Corporate Drive
Clifton Park, NY 12065



518.371.0799
mj@mjteam.com
mjteam.com



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





Task 2 – Construction Phase Services

MJ will provide construction phase services including a coordination meeting with the contractor and Town, review of material submittals, review of payment requests, and coordination of closeout paperwork.

ASSUMPTIONS

The following assumptions were made in the development of this proposal:

1. Base mapping for the project will be developed from aerial imagery and available NYS data sets. Topographic and boundary survey are not included.
2. Construction inspection and construction materials testing services are excluded from this scope of work.

SCHEDULE

Upon notice to proceed, MJ is prepared to develop a mutually agreeable project schedule that meets critical milestones and begin the project.

FEE

MJ proposes to complete the above-listed services for the following fees.

Description	Billing Type	Fee
Task 1 – Project Documents	Lump Sum	\$ 2,500
Task 3 – Construction Phase Services	Lump Sum	\$ 3,000
Total Fee		\$ 5,500

MJ will invoice the Town in accordance with the contract requirements. The fee assumes there are no significant changes resulting from decisions, conditions and/or events beyond MJ’s control.

The fees listed above are valid for 60-days from the date of this proposal.



SUMMARY

Thank you for the opportunity to provide a proposal for this project. If the above scope of work is acceptable, please execute and return the Authorization to Proceed in accordance with the Master Services Agreement between MJ and the Town of Clifton Park. We look forward to the opportunity to continue to work with you on this project. Please do not hesitate to contact Traci Sousa at 518-371-0799 or via email at tsousa@mjteam.com if you have questions or require additional information.

Sincerely,

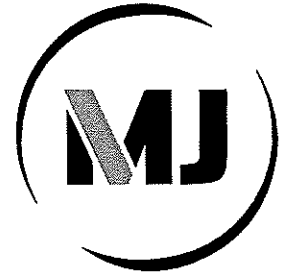
Michael D. Panichelli, P.E.
President

Cc: Traci E. Sousa, PE
File

AUTHORIZATION TO PROCEED

In accordance with the Consultant Master Services Agreement between MJ and the Town of Clifton Park, I hereby authorize MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. to proceed with the scope of services as described above.

<u>PHIL BARRETT</u>	<u>TOWN SUPERVISOR</u>
Printed Name	Title
	<u>6-18-25</u>
Signature	Date



July 25, 2024

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

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

Dear Supervisor Barrett,

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

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

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

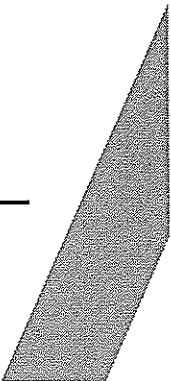
Additionally, we have reviewed the list of projects provided by MA Schafer Construction. The list contains projects of similar size, type and complexity to this project and demonstrates that the low bidder meets the project specific experience requirements. The low bidder has a satisfactory history of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

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

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

Best Regards,

Traci Sousa, PE
Project Manager





RESOLUTION

#10

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution authorizing the purchase of a Graco LL3400 parking lot line painter under Sourcewell contract for use by the Buildings and Grounds Department.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks, and Recreation, has requested authorization to purchase new equipment for parking lot line painting, which can be used by the Buildings & Grounds Department at multiple Town locations, and

WHEREAS, Mr. Clemens has recommended that the Board approve the purchase of a Graco LL3400 parking lot line painter with accessories, from Sherwin Williams, 629 Plank Road, Clifton Park, NY, under Sourcewell Contract #091323-SHW, for a total not to exceed \$5,400; now, therefore, be it

RESOLVED, that the Clifton Park Town Board hereby authorizes the purchase of the Graco LL3400 parking lot line painter with accessories, from Sherwin Williams, as described in the attached documents, at a total cost not to exceed \$5,400, under Sourcewell Contract #091323-SHW, to be paid as follows: \$3,400 from A-7112-200 (General Fund -Clifton Common-Equipment), \$1,000 from A-1620-200 (General Fund – Town Hall – Equipment) and \$1,000 from A-1621-200 (General Fund – Public Safety – Equipment).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, August 19, 2025 10:05 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 #2053

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

Department: Buildings & Grounds
Your Name: Daniel Clemens
Your Email: dclemens@cliftonpark.org
Sponsor: P. Barrett
Agenda Session Date: 09/02/2025 ✓
Board Meeting Date: 09/15/2025 ✓
Alternate Date: 10/06/2025
Budget Number: A-7112-200 A-1620-200 A-1621-200
Budget Description: General Fund - Clifton Common - Equipment General Fund - Town Hall - Equipment General Fund - Public Safety - Equipment
Amount: 7112 - \$3,400 1620 - \$1000 1621 - \$1000 - TOTAL \$5,400.00
Brief Description: purchase a Graco LL3400 line painter from Sherwin Williams of Sourcewell Contract 091323-SHW for \$5,400.00
Add Supporting Docs:
[96bde90272f23ca9_line_painter_res_packet_8.19.25.pdf](#)

Additional Comments/Details: This machine can be used for all of our parking lots to repaint lines. It has a hose and sprayer to use for painting stencils, for example ADA parking spots.
Will try it for July 4th parking lines in the fields too.

Agree to Terms: Agree

[unsubscribe](#)



**SHERWIN
WILLIAMS.**

**GRACO LL3400 PER
Sourcewell Contract (091323-
SHW)**

CLIFTON PARK TOWN OF*

August 14, 2025

Quote ID: 7963523
Quote Date: 8/14/2025
Quote Expiration: 9/30/2025

SHERWIN-WILLIAMS
629 PLANK ROAD
CLIFTON PARK, NY 12065 2043
(518) 371-4027

Preston Cohen

SALES- Sales Representative PC Property Management

1-518-441-4706

preston.m.cohen@sherwin.com



ACCOUNT # 6655-3515-9
GRACO LL3400 PER Sourcewell Contract
(091323-SHW)
QUOTE # 7963523
VALID FROM: AUG 14, 2025 - SEP 30, 2025

PROJECT: GRACO LL3400 PER Sourcewell Contract (091323-SHW)

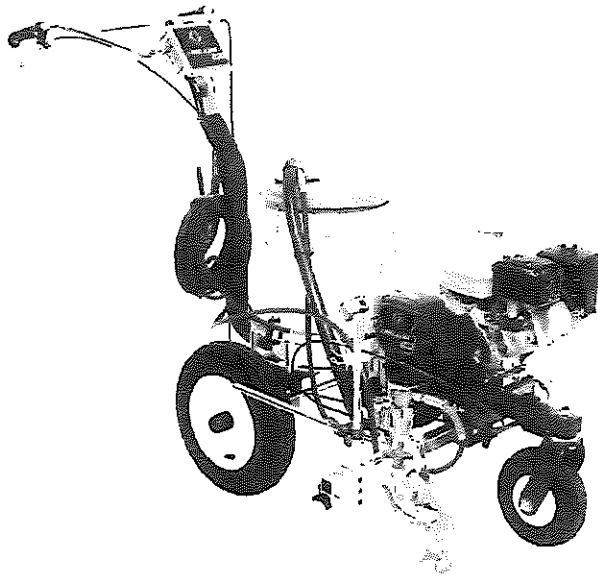
Purchase Type: Annual Purchase

Description	Class #	Sales #	Rex #	Size	Gallons/ Units	Price Per Gallon/ Unit	Extended Price
LINELAZER 3400 1GUN	5369010	101294742	101294742	EACH	1	\$5,400.00	\$5,400.00
Comments: PART #25M224							

Total: \$5,400.00

All prices are per gallon/unit

NOTICE: This quotation is not a contract. It is an estimate and excludes taxes and fees, which may vary. The pricing and recommendations represent confidential information and we request that it not to be copied or shared with others outside your company. Please refer to product data pages for surface prep, mixing and application instructions. Any orders placed pursuant to this quotation will be subject to The Sherwin-Williams Company Terms and Conditions of Sale, which are incorporated in full by this reference and are available at <https://www.sherwin-williams.com/terms-and-conditions>.



LINELAZER 3400

LineLazer 3400

The LineLazer 3400 is the professional choice for dependable, 1-gun striping for small parking lots, mini malls, seal coating contractors, schools and park and recreation departments.

WHERE TO BUY

VIEW OPTIONS

Features

PRODUCT BROCHURE

English

The LineLazer 3400 is the professional choice for dependable, 1-gun striping for small parking lots, mini malls, seal coating contractors, schools and park and recreation departments.

- **Updated Frame**
 - Improved Tracking & Line Quality
 - Added stability with newly designed, 3-inch longer frame
 - Accepts 15-gallon hopper and EZ Bead System
- **Rear Mount Hose Wrap**
 - Easier Stencil Jobs
 - Easy on/off functionality
- **Easy-To-Reach Controls**
 - Fine-tune the striper without stopping
 - Operator controls are located on the handlebars
- **New Handlebar Design**
 - Reduced Vibration
 - Less operator fatigue with greater comfort and control
- **Electronic Pressure Control**
 - Improved Line Quality
 - Accurate, tight tolerance system

X

What can I help you with?

Start here



STANDARD RE-STRIPE

LINELAZER 3400 DEPENDABLE, ONE-GUN STRIPING

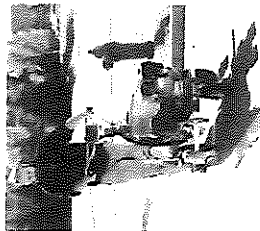
Graco's Standard Linelazer strippers deliver exceptional single-color, single-gun performance for professional contractors focusing exclusively on small to medium-sized re-stripe jobs.

RELIABLE, EASY-TO-START POWER

- Contractor preferred — excellent power and proven reliability Honda® GX Engine
- Oil Alert shuts down engine to prevent damage if oil level drops too low

IMPROVED LINE QUALITY

- Electronic Pressure Control
- Accurate, tight tolerance system



The professional choice for small parking lots, mini malls, schools, seal coating contractors, and park/recreation departments.

POWERED BY HONDA

CHOOSE YOUR POWER SOURCE!

LINELAZER ES 500 STANDARD, FUME-FREE STRIPING

Get full performance with battery-powered convenience.

NO ENGINE NOISE, VIBRATION OR FUMES

- Reduce user fatigue while delivering perfect lines
- Improved jobsite conditions

EXTENDED RUNTIME

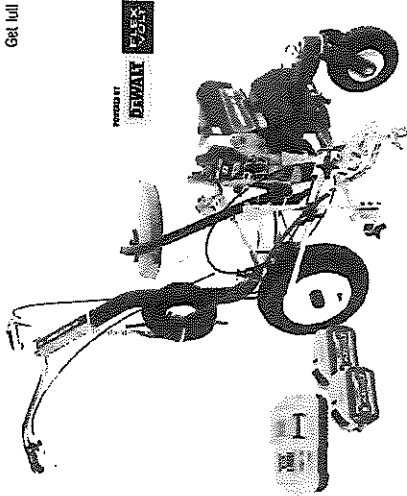
DEWALT 9.0 Ah FlexVolt Battery
(EXTRA FLEXIBLE)

- Spray up to 10 gallons with two fully charged DEWALT FlexVolt batteries
- Capable of completing 200+ parking lot stalls

FAST CHARGING

DEWALT Fan-Cooled Fast Charger

- Quickly charges battery in under 60 minutes
- Allows contractors to finish jobs without interruptions



POWERED BY DEWALT
(EXTRA FLEXIBLE)

ALSO AVAILABLE AS A STENCIL RIG
ES 500 STENCIL
DEWALT-POWERED STENCIL RIG
Designed specifically for parking lot re-stripe jobs, the ES 500 Stencil is the perfect addition to any striping contractor's fleet.



PROVEN LINELAZER FEATURES

DURABLE ENDURANCE PUMP

- Last 2X longer than the next leading brand
- Long life V-Max Blue™ Packings, Chromex™ rod, and hardened stainless steel cylinder
- Faster cleaning with the QuickAccess™ intake valve (PATENTED)

IMPROVED TRACKING AND LINE QUALITY

- Durable, steel construction
- Accepts 15-gallon hopper and EZ Bead™ System

EASIER MANEUVERABILITY

- Front Swivel Wheel
- Ability to stripe right up to the curb
- Makes easy work of hard-to-do curves
- Years of dependable operation with tapered locking pin design

EASY GUN ADJUSTMENTS

- EasyMark™ Gun Adjustment System
- Perfect gun alignment every time with easy-to-use guide mark system (PATENTED)

EASIER STENCIL JOBS

- Rear Mount Hose Wrap
- Easy on/off functionality

THE LONGEST LASTING DRIVE

- Advantage Drive
- Hardened steel gears provide extremely quiet operation and a lifetime warranty (PATENTED)

EASY MAINTENANCE AND LESS CLOGGING

- Easy Out Pump Filter
- Inside-out design means less mess and fewer lip clogs (PATENTED)



SEE IT IN ACTION AT
GRACO.COM/LINELAZERES500

MODEL
Linelazer 3400

PART #
25M224

MODEL
Linelazer ES 500
ES 500 Stencil

PART #
25J546
25J513



RESOLUTION

#11

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution approving execution of an agreement for GPS software for Town Vehicles from State Contract.

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

WHEREAS, by Resolution No. 89 of 2018, the Town Board authorized a contract with Verizon Communications for GPS services for Town vehicles in Buildings and Grounds, Highway, and Security, pursuant to an existing state contract, and

WHEREAS, Daniel Clemens, Director of Buildings, Parks & Recreation, recommends switching from the Town's current company of Verizon Communications to Samsara Inc., pursuant to NYS Contract PM69845, due to Samsara's better quality, faster speed, higher ping rate and more accurate vehicle diagnostic reports included for the same cost as Verizon, at a cost not to exceed \$12,824; now, therefore, be it

RESOLVED, that the Town Supervisor is authorized to sign the attached contract with Samsara Inc. for GPS services, at an annual cost of \$12,824, pursuant to NYS Contract PM69845, to be paid from the following accounts: \$6,125 from A-7110-004 (General Fund – Buildings & Grounds - Computers), \$957 from A-3120-004 from (General Fund – Law Enforcement – Computers) and \$5,742 from A-5132-004 (General Fund – Highway Garage – Computers).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, August 26, 2025 11:52 AM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #2089

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

Department: Buildings & Grounds

Your Name: Daniel Clemens

Your Email: dclemens@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 09/02/2025 ✓

Board Meeting Date: 09/15/2025 ✓

Alternate Date: 10/06/2025

Budget Number: A-7110-004 A-3120-004 A-5132-004

Budget Description: General Fund - Buildings & Grounds - Computers General Fund - law enforcement - computers
general fund - highway garage - computers

Amount: \$6,124.80/year-2025 \$1,531.20 \$957.00/year-2025 \$239.25 \$5,742.00/year-2025 \$1,435.50

Brief Description: Authorize the Supervisor to sign a 1-year agreement with Samsara for GPS service for B&G, Security & Highway vehicles for \$12,823.80 under NYS contract PM69845

Add Supporting Docs:

[7b49f8ea8fachc0a_Samsara_GPS_resolution_packet_part_1_-_8.26.25.pdf](#)

[2cf9ecaa0635d953_Samsara_GPS_resolution_packet_part_2_-_8.26.25.pdf](#)

Additional Comments/Details: We want to switch to Samsara because it is a better quality, faster speed, higher ping rate, more accurate and has vehicle diagnostic reports included for the same cost as our current company. Will be able to make the switch on October 1st if approved..

Agree to Terms: Agree

[unsubscribe](#)

Resolution No. 89 of 2018, a resolution approving the purchase of GPS devices and software for town vehicles from state contract.

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

WHEREAS, by Resolution No. 19 of 2015, the Town Board authorized a contract with Verizon Communications for GPS devices for Highway vehicles pursuant to an existing state contract, and

WHEREAS, the Town Board wishes to extend and expand the contract with Verizon for additional GPS services for additional vehicles operated at the Highway Department as well as Security and Buildings & Grounds, and

WHEREAS, GPS monitoring devices are available from Verizon through a municipal/state contract administered by NYSOGS; now, therefore, be it

RESOLVED, that the Highway Superintendent is authorized to sign the attached contract with Verizon for additional GPS services, and be it further

RESOLVED, that the Comptroller is authorized to pay these additional amounts through the end of the year:

Installation	\$875.15
Monthly monitoring	\$581.60
8 months	\$4,652.80

and, be it further

RESOLVED, that the additional amounts will be paid from A-5132-004 (Highway Garage-Computer) in the amount of \$436.71 and from A-1620-024 (Town Hall Building Operations-General Maintenance) in the amount of \$4,216.09.

ROLL CALL VOTE

Ayes: Councilman Whalen, Councilwoman Standaert, Councilman Romano,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

April 2, 2018

Patricia O'Donnell, Town Clerk

Dan Clemens

From: Austin O'Shei <austin.oshei@samsara.com>
Sent: Friday, August 22, 2025 9:37 AM
To: Dan Clemens
Subject: Re: couple issues

Hi Dan,

The price presented is the NYS contract pricing for the Town of Clifton Park. I will have the updated order form ready for signature shortly.

Thank you,

Austin O'Shei | Account Executive | Public Sector - New York
austin.oshei@samsara.com
Cell: (716) 986-4666
[@samsara.com/in](https://samsara.com/in)

REFERRALS EVENTS SUPPORT



On Fri, Aug 22, 2025 at 8:15 AM Dan Clemens <DClemens@cliftonpark.org> wrote:

Austin,

I need to have a quick conversation when you have some time, couple of issues the comptroller brought up.

Thanks, Dan

Daniel J. Clemens

Director of Buildings, Parks, and Recreation

Town of Clifton Park, NY

O: 518-371-6651 ext. 248



Quote #: Q-1089356

Issued Date: 08-25-2025
Expires 09-05-2025

State of New York Contract #:
PM69845

Prepared For:
Town of Clifton Park
Clifton Park Town Hall 1 Town Hall Plaza
Clifton Park,
New York
12065

Prepared By:
Austin Oshel
austin.oshei@samsara.com

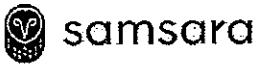
Cost Overview

License Term: 12 Months

License Cost	USD \$12,823.80
Hardware and Accessories	USD \$0.00
Estimated Shipping and Handling	USD \$104.00
Estimated Total Sales Tax	USD \$0.00
Estimated First Year Payment	USD \$12,927.80
Estimated Payments Beginning Year Two	USD \$12,823.80
Third Year Payment	USD \$0.00
Fourth Year Payment	USD
Fifth Year Payment	USD

Samsara Inc.

1 De Haro Street, San Francisco, CA 94017 • samsara.com



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If shipping is "Pending" - Amount is pending due to size of order. Shipping and Handling subject to change.
If Sales tax is "Pending" - Final amount will be provided prior to payment.
3% fee charged on non-ACH charges (Canada Exempt)
*Sales tax subject to change

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1 De Haro Street, San Francisco, CA 94017 • samsara.com



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Product Overview

Licenses	List Price	Discount %	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WIFI, No ELD LIC-VG-PS- QTY: 67	\$312.00	38.654%	\$191.40	\$12,823.80
Total Price:				\$12,823.80

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Thank you for considering Samsara

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features—including but not limited to WiFi hotspot and ELD capabilities—you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships.

Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting

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delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support And Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties

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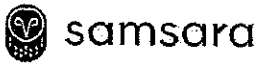
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with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

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Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

Billing Details:

Bill To:
Town of Clifton Park
Clifton Park Town Hall 1
Town Hall Plaza
Clifton Park, New York,
12065

Billing Contact:
Name: Phil Barrett
Title: Town Supervisor
Billing Email: pbarrett@cliftonpark.org
Phone Number:

Payment Information:
Payment Method: Credit Card/ACH Debit
Payment Terms: Net 30
Payment Frequency: Direct Annual

Does your organization require a purchase order (PO) in order to process payment to vendors?

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

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I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." Please confirm acceptance of this Order Form by signing below:

Signature

Print Name:

Phil Barrett

Date:

Samsara Inc.

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Certificate Of Completion

Envelope Id: 307048E0-934A-4321-BE92-1F2425402267

Status: Sent

Subject: Documents for your DocuSign Signature

Source Envelope:

Document Pages: 8

Signatures: 0

Envelope Originator:

Certificate Pages: 1

Initials: 0

Austin Oshei

AutoNav: Enabled

1 De Haro

EnvelopeId Stamping: Enabled

San Francisco, CA 94107-2349

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

austin.oshei@samsara.com

IP Address: 155.226.157.254

Record Tracking

Status: Original

Holder: Austin Oshei

Location: DocuSign

8/25/2025 5:40:54 AM

austin.oshei@samsara.com

Signer Events

Signature

Timestamp

Phil Barrett

Sent: 8/25/2025 5:41:51 AM

pbarrett@cliftonpark.org

Town Supervisor

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Dan Clemens

dclemens@cliftonpark.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 8/25/2025 5:41:51 AM

Viewed: 8/25/2025 6:25:16 AM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

8/25/2025 5:41:51 AM

Payment Events

Status

Timestamps



RESOLUTION

#12

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No _____ of 2025, a resolution authorizing certain budget transfers to reallocate funds within the Highway Department Budget.

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

WHEREAS, the Superintendent of Highways has recommended that certain budget adjustments be made to reallocate funds as noted below:

Table 1 – Highway Budget Reallocation 2025

<u>Funding Line</u>	<u>Code</u>	<u>Increase</u>	<u>Decrease</u>
Materials	DA-5110-210	\$0.00	\$7,000.00
Uniforms/Safety Equip.	DA-5110-028	\$7,000.00	\$0.00
New Equipment	DA-5130-219	\$0.00	\$6,000.00
Small Equipment	DA-5130-229	\$6,000.00	\$0.00

now, therefore, be it

RESOLVED, that Highway Department 2025 funds in Materials and New Equipment be decreased and that funds in Uniforms/Safety Equipment and Small Equipment be increased as shown in Table 1 above.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, August 27, 2025 3:02 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; hd
Subject: New Employee Resolution Request #2094

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

Department: Highway Department

Your Name: Dahn Bull

Your Email: dbull@cliftonpark.org

Sponsor: D. Bull

Agenda Session Date: 09/02/2025 ✓

Board Meeting Date: 09/15/2025 ✓

Alternate Date: 10/06/2025

Budget Number: Chart Attached

Budget Description: Chart Attached

Amount: Various

Brief Description: A resolution reallocating funds from several budget item lines to various other lines within the Highway Department Budget.

Add Supporting Docs:

[6ef4f59f8f96de0b_heggen_email_allocations.pdf](#)

[f941959d87cbc028_August_Reallocations.pdf](#)

Additional Comments/Details: None at this time

Agree to Terms: Agree

[unsubscribe](#)

FROM				TO				
Item Name	Item Number	Balance in line	Amount to move	Item Name	Item Number	Balance in line	Amount Added	New Balance
Materials	DA 5110-210	\$ 51,190.28	\$ 7,000.00	Uniforms/Safety Equip	DA 5110-028	\$ (3,855.91)	\$ 7,000.00	\$ 3,144.09
New Equip	DA 5130-219	\$ 61,372.81	\$ 6,000.00	Small Equip	DA 5130-229	\$ (554.58)	\$ 6,000.00	\$ 5,445.42

Dahn Bull

From: Mark Heggen
Sent: Monday, August 18, 2025 3:22 PM
To: Dahn Bull; Darlene, Allen
Cc: Ellenmarie Martin
Subject: RE: RE: Budget Changes

Dahn,

The amount of the transfer that you are seeking would need to be presented to the Town Board for approval. This can be done with 1 resolution, and done before the year end.

Mark

Mark E Heggen
Town Comptroller
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065

518-371-6651

mheggen@cliftonpark.org

From: Dahn Bull <DBull@cliftonpark.org>
Sent: Tuesday, August 12, 2025 10:44 AM
To: Mark Heggen <mheggen@cliftonpark.org>; Darlene, Allen <dallen@cliftonpark.org>
Cc: Ellenmarie Martin <emartin@cliftonpark.org>
Subject: RE: Budget Changes

Good Morning,

Ellen has put together some numbers for budget amendments where we are going to have some likely overruns. Here's what we're thinking –

FROM				TO				
Item Name	Item Number	Balance in line	Amount to move	Item Name	Item Number	Balance in line	Amount Added	
Materials	DA 5110-210	\$ 51,190.28	\$ 7,000.00	Uniforms/Safety Equip	DA 5110-028	\$ (3,855.91)	\$ 7,000.00	\$
New Equip	DA 5130-219	\$ 61,372.81	\$ 6,000.00	Small Equip	DA 5130-229	\$ (554.58)	\$ 6,000.00	\$

Would you like this to be a resolution or wait for end of the year adjustments?

Dahn S. Bull
Superintendent of Highways



RESOLUTION

#13

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution authorizing the Clifton Park Town Court to apply for a Justice Court Assistance Program Grant.

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

WHEREAS, the Clifton Park Town Court wishes to remodel the office room to accommodate jury deliberations and to preserve and scan old court files to free up file space, and

WHEREAS, Justice Court Assistance Program was established by the Legislature to provide a means by which town and villages may obtain limited state funding to improve operations of their Justice Courts, and

WHEREAS, the Clifton Park Town Court wishes to apply for a grant of approximately \$29,167 from the Justice Court Assistance Program to complete the aforementioned projects to improve the operations at the Clifton Park Town Court; now, therefore, be it

RESOLVED, that the Board of the Town of Clifton Park authorizes the Clifton Park Town Court to apply for a JCAP grant in the 2024-2025 grant cycle for \$29,166.24; and be it further

RESOLVED, that the Supervisor is authorized to execute all necessary documents in support of such efforts.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, September 10, 2025 1:07 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #2286

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

Department: Justice Court
Your Name: Robert A. Rybak
Your Email: r.rybak@nycourts.gov
Sponsor: Robert A. Rybak
Agenda Session Date: 09/15/2025 ✓
Board Meeting Date: 09/15/2025 ✓
Alternate Date: 09/15/2025
Budget Number: A-1110--006
Budget Description: JCAP grant
Amount: \$29,618
Brief Description: We are applying for a Justice Court Assistant grant.
Add Supporting Docs:
[f86c9a7e820d730b_image_002.pdf](#)

Additional Comments/Details: This is time sensitive.

Agree to Terms: Agree

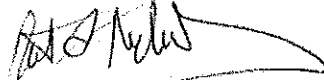
[unsubscribe](#)

CLIFTON PARK JUSTICE COURT
5 MUNICIPAL PLAZA
CLIFTON PARK, NEW YORK 12065
(518) 371-6668

ROBERT A. RYBAK
TOWN JUSTICE

DATE: September 10, 2025

FROM: ROBERT A. RYBAK
Town Justice



TO: Town Board

SUBJECT: Justice Court Assistance Program

The Office of Court Administration administers the above-listed program which permits local courts to apply for a grant of state funds to purchase a variety of items. As you may recall, we have been awarded grants totaling approximately \$81,000 in the past.

We are planning to submit an application seeking \$29,166.24 for remodeling the office room to accommodate jury deliberations and scanning old court files. To submit this application, we will need a certified Town Board resolution and Supervisor Barrett will have to sign the application which is attached. A proposed resolution is attached. Please note that the "be it resolved" clause must read exactly as in the attached resolution.

Given the deadline for submitting this application, we are asking the Town Board to approve at the September 15, 2025 meeting.

If you have any questions, please feel free to contact us at your convenience.

Lowe's Home Centers, LLC

Sales Person: Pamela Berube Sales #: 3060271
 Contact: Kierian Lynch Customer #: 5183716651
 Store #: 1740 Project #: 223571542 Date Estimated: 07/31/25

Quantity	Item #	Item Description	Vendor Part#	Price
1	112611	#6 x 2-in Bugle Coarse Thread Drywall Screws 5-lb (829 -Pack)	2CDWS5	\$25.98
1	227341	#7 x 7/16-in Pan Coarse Thread Drywall Screws 1-lb (359 -Pack)	PF7161	\$11.48
8	26675	2.5-in W x 96-in L x 1.25-in D ProSTUD 2-1/2 25 GA Galvanized Steel Wall Framing Stud	00751361090000	\$82.72
6	27185	2.5-in W x 120-in L x 1.25-in D ProSTUD Galvanized Steel Wall Framing Stud	00751361090024	\$66.24
6	240891	1/2-in x 4-ft x 8-ft Lite-Weight Regular Drywall Panel	12237	\$82.50

78 Total For Items \$268.92
 *Freight Charges \$0.00
 *Delivery Charges \$0.00
 Tax Amount \$0.00
 *Total Estimate \$268.92

*Freight and Delivery will be calculated at checkout.
The quote is valid until 08/07/2025.

 Manager Signature Date

THIS ESTIMATE IS NOT VALID WITHOUT MANAGER'S SIGNATURE. THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS ESTIMATE ARE SUBJECT TO

Dan Clemens

From: sasha@cliftonparkglass.com
Sent: Monday, July 28, 2025 10:01 AM
To: Dan Clemens
Subject: Clifton Park Glass - Public Safety Building - Door and Frame installed Quote

Good Morning Dan,

To: Town of Clifton Park
Location: Public Safety Building – End of Auxiliary Room Hallway

Scope of Work:
Furnish and install one aluminum commercial entrance door system into an existing, prepared opening.

Specifications:

Door Type: Narrow stile aluminum door

Glazing: 1/4" clear tempered safety glass

Finish: Clear anodized

Swing: Left-hand inswing – (with proper approval for inswing)

Hardware Included:

Standard door closer

10" bottom rail

Pair of butt hinges

Standard lockset (narrow stile)

Push/pull handle set

Door Closer

Notes:

Installation into existing ready opening only

No finishing, caulking, or additional modification included

ORDER to commence upon approval

Total Price: \$1,897.32 installed (Tax-exempt)

Please let us know if you require any additional details or would like to proceed with scheduling.

2025-26 Clifton Park Town Court, Saratoga County ID: 6423

ANNUAL BUDGET: Court's itemized budget for the most recent municipal fiscal year.

AUTHORIZATION: Certified copy of the Local Resolution(s) of the Town or Village Board(s) authorizing this application. The Resolution may simply state the Town or Village authorizes the court to request up to the maximum amount available.

SUPPORTING DOCUMENTS: Estimates, Photographs, Floor Plans, etc.

JUSTICE SIGNATURE: Original signature(s) required from at least one justice (not an Associate Justice).

Name: ROBERT A RYBAK Signature:  Date: 9/10/25

Name: _____ Signature: _____ Date: _____

CERTIFICATION: Original signature(s) required by Town Supervisor or Village Mayor.

The following signature provides certification that: (1) any funds (and any goods or services) awarded pursuant to this application shall be used only in accordance with the provisions of Chapter 280 of the Laws of 1999 and with all rules and regulations governing the Justice Court Assistance Program; (2) any goods and/or services purchased with any Justice Court Assistance Program funds shall be obtained in accordance with acceptable procurement practices established by the governing municipality including, but not limited to, competitive bidding and procurement policies and procedures; (3) no funds awarded pursuant to this application shall be used to compensate justices or non-judicial staff or to reduce or otherwise supplant funding provided by a town or village to its justice court.

Signature: _____ Name: _____
 Town Supervisor Village Mayor (please print)

Date: _____

**REMEMBER: YOUR JCAP APPLICATION IS SUBMITTED ONLINE ONLY.
YOU MUST MAIL, FAX OR SCAN/EMAIL SIGNATURE PAGE & DOCUMENTS REQUIRED ABOVE.**



CORPORATE OFFICE

11 Columbia Circle Drive West • Albany, NY 12203

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May 27, 2025

Connie Brown
Clifton Park Town Court
5 Municipal Plaza
Clifton Park, NY 12065
(518) 371-6668 ext. 3
Cbrown2@nycourts.gov

Re: Data Imaging, Clifton Park Town Court

Dear Connie,

This is to inform you that New York State Industries for the Disabled, Inc. (NYSID) is interested in providing Data Imaging as a Preferred Source service.

Thank you for this opportunity to provide a quote for Data Imaging for Clifton Park Town Court. The price for this service will be \$29,686.00 Please find the full proposal with specifics below. The term would be one year from start of contract.

Any questions or concerns, please feel free to reach out.

Thank you for your support of the Preferred Source Program.

Respectfully,

Ethan Durham
NYSID Account Representative – Capital Region
edurham@nysid.org
Office: 518-694-0255
Cell: 315-868-5002

Cc: Bob Braun, NYSID
Chuck Tobin, SecureScan
Michael Came, SecureScan