



TOWN OF CLIFTON PARK TOWN BOARD MEETING

May 05, 2026

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. Presentation by Shenendehowa School District Superintendent Cecily Wilson-Turner: Shenendehowa Central School District 2026-2027 School Budget vote**
- VII. Open Public Privilege**
- VIII. Business**
 - **Presentation by Town Historian John Scherer, including three (3) Historic Preservation Awards**
 - **Public Hearing-7:05pm, related to the proposed moratorium on Tier 2 and Tier 3 Solar Energy System applications**
 - **Public Hearing- 7:08pm, related to proposed amendments to Town Code Chapters 73 and 208 regarding short-term rentals**
 - **Resolutions for Consideration**
 - **Other Business**
- IX. Open Public Privilege**

NOTE:

Please check www.cliftonparkny.gov 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 three 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.

X. Adjournment

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING TO CONSIDER ESTABLISHING A 180-DAY
MORATORIUM ON TIER 2 AND TIER 3 SOLAR ENERGY SYSTEM APPLICATIONS IN
THE TOWN OF CLIFTON PARK

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on Tuesday, May 5, 2026, at 7:05 PM 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 consider establishing a 180-day moratorium on Tier 2 and Tier 3 solar energy system applications in the Town of Clifton Park.

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

Caitlin Fantini,
Clifton Park Town Clerk

Draft Local Law

Town of Clifton Park, New York

Temporary Moratorium on Tier II and Tier III Solar Energy Systems

I. Legislative Purpose and Authority

This Local Law is adopted pursuant to the authority granted to the Town of Clifton Park under New York Municipal Home Rule Law §10, New York Town Law §§261–263, and Article IX of the New York State Constitution. Municipalities in New York are empowered to enact temporary land-use moratoria in order to preserve the status quo while evaluating and updating zoning regulations to address changing conditions and emerging land-use pressures (New York State Department of State [NYS DOS], 2010; NYS DOS, n.d.-a).

II. Legislative Findings

The Town Board of the Town of Clifton Park hereby finds and determines that:

1. The Town is actively reviewing and anticipates adoption of the Draft Town of Clifton Park Agriculture and Farmland Protection Plan within the next 60 days, a policy document that may result in recommended amendments to zoning regulations affecting the siting, scale, and design of large-scale solar energy facilities.
2. Chapter 208 of the Clifton Park Town Code establishes a tiered framework for the regulation of solar energy systems, including Tier II and Tier III Solar Energy Systems, which generally encompass medium- to large-scale ground-mounted solar installations subject to special use permit and site plan review standards (Town of Clifton Park Code §208, n.d.).
3. Since the adoption and subsequent amendment Local Law No. 6 of 2021, of the Town's current solar regulations, New York State has experienced significant changes in solar technology, project finance models, and regulatory policy, particularly through implementation of the Climate Leadership and Community Protection Act (CLCPA), which mandates aggressive renewable energy deployment targets (New York Public Service Law, 2019).
4. Advances in photovoltaic panel efficiency, inverter technology, and system design now allow substantially greater electrical generation output on fewer acres than was typical when many local solar ordinances were drafted, resulting in higher-intensity land use impacts within agricultural and rural zoning districts (New York State Department of Public Service [NYS DPS], n.d.; New York Independent System Operator [NYISO], 2024).
5. The expansion of Community Distributed Generation (CDG) programs has increased the number and scale of Tier III solar projects proposed at the municipal level, often serving regional subscriber bases while creating localized land-use, infrastructure, and visual impacts (NYS DPS, n.d.; New York Solar Authority, n.d.).

6. The Town has identified concerns regarding:
 - o Conversion of active or viable agricultural land;
 - o Compatibility of large-scale solar facilities with rural and suburban zoning districts;
 - o Adequacy of existing standards governing cumulative impacts, decommissioning, electrical interconnection infrastructure, and long-term land stewardship;
 - o Electric grid interconnection capacity constraints caused by an unprecedented volume of renewable projects entering the regional interconnection queue (NYISO, 2024).
7. The Town Board finds that a temporary moratorium on Tier II and Tier III solar energy systems is necessary to protect the public health, safety, and welfare while the Town evaluates amendments to Chapter 208 to ensure consistency with adopted and forthcoming policy documents.

III. Definitions

For purposes of this Local Law, the following definitions shall apply, as referenced and defined within Chapter 208 of the Town Code:

- **Tier II Solar Energy Systems:**
Medium-scale ground-mounted solar energy systems exceeding Tier I thresholds and subject to special use permit and site plan review under Chapter 208 (Town of Clifton Park Code §208, n.d.).
- **Tier III Solar Energy Systems:**
Large-scale or utility-scale ground-mounted solar energy systems, including community solar facilities, involving substantial land area, electrical interconnection infrastructure, and long-term land conversion, regulated under enhanced review standards in Chapter 208 (Town of Clifton Park Code §208, n.d.).

IV. Moratorium Provisions

§1. Establishment of Moratorium

The Town of Clifton Park hereby imposes a six (6) month moratorium on the submission, processing, approval, or issuance of any permits, special use permits, site plan approvals, building permits, or other discretionary or administrative approvals for Tier II and Tier III Solar Energy Systems.

§2. Applicability

This moratorium shall apply to all new applications submitted on or after the effective date of this Local Law and current pending applications that have not received a final SEQR determination and preliminary site plan and special use permit approvals.

§3. Exemptions

The moratorium shall not apply to:

- Tier I Solar Energy Systems;
- Maintenance, repair, or replacement of existing lawfully installed solar energy systems;
- Applications that received final site plan approval prior to the effective date of this Local Law.

§4. Hardship Relief

The Town Board may grant a waiver from the moratorium upon a demonstration of extraordinary hardship, consistent with principles outlined by the New York State Department of State (NYS DOS, 2010).

§5. SEQRA

The Town Board declares this action to be subject to review pursuant to the State Environmental Quality Review Act (SEQRA). The appropriate environmental classification and review shall be completed prior to adoption.

§6. Duration

This moratorium shall expire six (6) months from its effective date unless extended or repealed by the Town Board.

References

New York Independent System Operator. (2024). *NYISO's 2024 priorities are fueling New York's clean energy future*. Retrieved from: <https://www.nyiso.com/-/nyiso-2024-priorities-are-fueling-new-york-clean-energy-future>

New York Public Service Law, Article 6 (2019). Retrieved from: [https://newyork.public.law/laws/n.y. public service law article 6](https://newyork.public.law/laws/n.y.%20public%20service%20law%20article%206)

New York Solar Authority. (n.d.). *New York CLCPA and its implications for solar energy expansion*. Retrieved from: <https://newyorksolarauthority.com/newyork-climate-leadership-community-protection-act-solar>

New York State Department of Public Service. (n.d.). *Clean energy initiatives and community distributed generation*. Retrieved from: <https://dps.ny.gov/clean-energy-initiatives>

New York State Department of State. (2010). *Land use moratoria* (James A. Coon Local Government Technical Series). Retrieved from: <https://dos.ny.gov/land-use-moratoria-0>

New York State Department of State. (n.d.). *Land use moratoria training and guidance*.

Town of Clifton Park Code. (2026). *Chapter 208: Zoning – Solar energy systems*. Retrieved from: <https://ecode360.com/11766669#11766669>

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING TO CONSIDER AMENDMENTS TO §73-3 AND §208-7 OF
THE TOWN CODE, RELATED TO SHORT-TERM RENTALS

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on Tuesday, May 5, 2026, at 7:08 PM 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 consider amendments to §73-3 and §208-7 of the Town Code, related to Short-term rentals in the Town of Clifton Park.

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

Caitlin Fantini,
Clifton Park Town Clerk

§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) 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 is located.

§73-1 Definitions.

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) 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 is located.

§73-3.1 **SHORT-TERM RENTALS**

Short-term rentals shall be subject to the following requirements:

- A. short-term rental property or parcel must be the owner's primary residence.
- B. A short-term rental may only be operated pursuant to a permit issued by the Town of Clifton Park Department of Building and Development.
- C. 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.
- D. Permits shall be limited to one (1) per owner per parcel.
- E. 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. Such inspections shall include, but not be limited to, a fire inspection, an electrical inspection, and a septic system inspection if the property is served by private septic system. A certificate of inspection from a licensed engineer will be accepted in lieu of an inspection.
- F. Property owners may not advertise a short-term rental by placing a sign or other posting on the premises subject to the permit.
- G. 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.
- H. Fees for permits shall be \$200 annually.
- I. Penalties: Any person convicted of the offense of a failure to comply with a notice of violation of the provisions of this chapter shall be subject to a fine of not less than \$1,000, nor more than \$2,000, or imprisonment for a period not to exceed 15 days, or both, for conviction of a first offense; for conviction of a second offense, both of which were committed within a period of five years, subject to a fine of not less than \$1,500 nor more than \$4,500, or imprisonment for a period not to exceed 30 days, or both; and, upon conviction for a third or subsequent offense, all of which were committed within a period of five years, subject to a fine of not less than \$5,000, nor more than \$15,000, or

imprisonment for a period not to exceed 90 days, or both. Each week or part thereof that a violation continues shall be deemed a separate offense, and the violation shall be deemed to have commenced on the earlier of the date of, or the date contained in, the notice of violation.

Resolutions for Consideration
Clifton Park Town Board Meeting
May 05, 2026

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Town Board	Adopt LL No. __ of 2026 to establish a six (6) month moratorium on Tier 2 or Tier 3 Solar Energy Systems	P. Barrett & A.Reid
2. Town Board	Adopt LL No. __ of 2026 to amend Town Code Chapters 73 and 208 regarding Short-term rentals	P. Barrett
3. Town Board	Authorize an amendment to Town Code 35-3 B(3) to update the name of "The Friends of Grooms Tavern" to "The Friends of Heritage Square at Grooms Corners"	A.Reid
4. Town Board	Authorize the renewal of an annual lease with the Fruitful Vine Christian Church	P. Barrett
5. Town Board	Authorize amendment to Resolution No. 2 of 2026, related to extending the employment of Sheryl Reed	A.Reid
6. Town Board	Authorize the raising of the Pride Flag on a Town flagpole during Pride Month in June	M. Fantini
7. Town Board	Authorize appointments to the Town Ethics Board	Z. Manir
8. Town Board	Adopt Local Law No. __ of 2026 to amend Town Code Chapter 17, Code of Ethics	Z. Manir
9. Senior Center	Authorize the provisional hiring of Donovan Ryan as the Senior Center Program Coordinator per civil service classification	A.Reid & N.Bellamy
10. Senior Center	Increase General Fund Trips & Tours– Clifton Park Senior Center revenues and expenditures by \$22,300 for a multi-day trip to Lake Placid, Mirror Lake Inn, September 9-10, 2026	P. Barrett

11. Highway	Authorize purchase of a stormwater sewer inspection camera system under HGAC Cooperative Purchasing Contract	D. Bull
12. Highway	Authorize declaration of equipment as surplus to be sold using online auction	D. Bull
13. Highway	Authorize hiring Evolution Construction Services to perform paving and milling operations detailed in the 2026 284 Agreement	D. Bull
14. Planning	Authorize the execution of the Empire State Development Grant Disbursement Agreement (GDA) for the Clifton Common Playground Project	P. Barrett
15. Planning	Authorize purchase of Spedsta cloud-based transportation management software for the Senior Van Department	P. Barrett
16. Buildings & Grounds	Authorize hiring of five (5) part-time seasonal laborers and one (1) full-time laborer	P. Barrett
17. Sewer	Authorize purchase of cloud-based database for infrastructure management	Z. Manir
18. Sewer	Declare an emergency at Clifton Park Sewer District #2 pursuant to General Municipal Law Section 103(4) and authorize repairs to sewer infrastructure	P. Barrett
19. Parks & Recreation	Authorize hiring of Locust Lane Pool Manager, camp counselors and lifeguards for the 2026 season	A.Reid & N.Bellamy
20. Parks & Recreation	Authorize acceptance of a quote from Whalen Tents, Inc. for 2026 seasonal tent rentals	A.Reid & N.Bellamy



RESOLUTION

#1

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. ___ of 2026, a resolution enacting a six-month moratorium on the review and approval of Tier 2 and Tier 3 Solar Energy System applications.

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

WHEREAS, Chapter 208 of the Town of Clifton Park Zoning Code establishes zoning regulations, including procedures for the review of special use permits (Article XIV) and site plan approval (Article XVI), which are applicable to Tier 2 and Tier 3 solar energy systems; and

WHEREAS, recent increases in the number and scale of Tier 2 and Tier 3 solar energy system proposals have raised concerns regarding the cumulative impact of continued solar development on Clifton Park's agricultural lands, including prime farmland and farmland of statewide importance; and

WHEREAS, farmers and agricultural property owners in the Town have reported growing pressure from solar developers seeking long-term land leases for large-scale solar installations, which may accelerate the conversion of agricultural lands away from active production; and

WHEREAS, the Town of Clifton Park has prepared a draft Agriculture and Farmland Protection Plan, soon to be adopted and incorporated into the Town's Comprehensive Plan, which identifies farmland protection, preservation of agricultural viability, and the minimization of non-agricultural encroachment as core policy objectives; and

WHEREAS, the Town Board finds it necessary to temporarily pause the acceptance, review, and approval of all new Tier 2 and Tier 3 solar energy system applications in order to fully evaluate their potential impacts on agricultural resources, community character, land-use compatibility, and long-term capacity build-out; and

WHEREAS, this temporary moratorium will enable the Town to conduct a comprehensive review of existing zoning, siting criteria, screening standards, environmental review procedures, and farmland-protection measures applicable to Tier 2 and Tier 3 solar energy systems; now, therefore, be it

RESOLVED, that Local Law No. ___ of 2026 is hereby adopted by the Town of Clifton Park to enact a temporary six (6) month moratorium on the filing, acceptance, processing, review, or approval of any new applications for Tier 2 or Tier 3 solar energy systems, as defined in Chapter 208 of the Town Code; and

RESOLVED, that this moratorium shall apply to all applications requiring special use permits pursuant to § 208-79 and all applications requiring site plan approval pursuant to § 208-113, regardless of zoning district; and

RESOLVED, that during the moratorium period, no Board, Department, or official of the Town of Clifton Park shall accept, process, or take action on any application, petition, or request

that would authorize or permit the establishment, expansion, or construction of a Tier 2 or Tier 3 solar energy system; and

RESOLVED, that the Town Board, Planning Board, and Planning Department shall use this moratorium period to undertake a comprehensive review of solar siting standards, agricultural protection measures, cumulative development thresholds, and alignment with the draft Agriculture and Farmland Protection Plan; and

RESOLVED, that the Town reserves the right to extend this moratorium for additional periods should further study be required; and

RESOLVED, that this resolution shall take effect immediately upon its adoption

Draft Local Law

Town of Clifton Park, New York

Temporary Moratorium on Tier II and Tier III Solar Energy Systems

I. Legislative Purpose and Authority

This Local Law is adopted pursuant to the authority granted to the Town of Clifton Park under New York Municipal Home Rule Law §10, New York Town Law §§261–263, and Article IX of the New York State Constitution. Municipalities in New York are empowered to enact temporary land-use moratoria in order to preserve the status quo while evaluating and updating zoning regulations to address changing conditions and emerging land-use pressures (New York State Department of State [NYS DOS], 2010; NYS DOS, n.d.-a).

II. Legislative Findings

The Town Board of the Town of Clifton Park hereby finds and determines that:

1. The Town is actively reviewing and anticipates adoption of the Draft Town of Clifton Park Agriculture and Farmland Protection Plan within the next 60 days, a policy document that may result in recommended amendments to zoning regulations affecting the siting, scale, and design of large-scale solar energy facilities.
2. Chapter 208 of the Clifton Park Town Code establishes a tiered framework for the regulation of solar energy systems, including Tier II and Tier III Solar Energy Systems, which generally encompass medium- to large-scale ground-mounted solar installations subject to special use permit and site plan review standards (Town of Clifton Park Code §208, n.d.).
3. Since the adoption and subsequent amendment Local Law No. 6 of 2021, of the Town's current solar regulations, New York State has experienced significant changes in solar technology, project finance models, and regulatory policy, particularly through implementation of the Climate Leadership and Community Protection Act (CLCPA), which mandates aggressive renewable energy deployment targets (New York Public Service Law, 2019).
4. Advances in photovoltaic panel efficiency, inverter technology, and system design now allow substantially greater electrical generation output on fewer acres than was typical when many local solar ordinances were drafted, resulting in higher-intensity land use impacts within agricultural and rural zoning districts (New York State Department of Public Service [NYS DPS], n.d.; New York Independent System Operator [NYISO], 2024).
5. The expansion of Community Distributed Generation (CDG) programs has increased the number and scale of Tier III solar projects proposed at the municipal level, often serving regional subscriber bases while creating localized land-use, infrastructure, and visual impacts (NYS DPS, n.d.; New York Solar Authority, n.d.).

6. The Town has identified concerns regarding:
 - o Conversion of active or viable agricultural land;
 - o Compatibility of large-scale solar facilities with rural and suburban zoning districts;
 - o Adequacy of existing standards governing cumulative impacts, decommissioning, electrical interconnection infrastructure, and long-term land stewardship;
 - o Electric grid interconnection capacity constraints caused by an unprecedented volume of renewable projects entering the regional interconnection queue (NYISO, 2024).
7. The Town Board finds that a temporary moratorium on Tier II and Tier III solar energy systems is necessary to protect the public health, safety, and welfare while the Town evaluates amendments to Chapter 208 to ensure consistency with adopted and forthcoming policy documents.

III. Definitions

For purposes of this Local Law, the following definitions shall apply, as referenced and defined within Chapter 208 of the Town Code:

- **Tier II Solar Energy Systems:**
Medium-scale ground-mounted solar energy systems exceeding Tier I thresholds and subject to special use permit and site plan review under Chapter 208 (Town of Clifton Park Code §208, n.d.).
- **Tier III Solar Energy Systems:**
Large-scale or utility-scale ground-mounted solar energy systems, including community solar facilities, involving substantial land area, electrical interconnection infrastructure, and long-term land conversion, regulated under enhanced review standards in Chapter 208 (Town of Clifton Park Code §208, n.d.).

IV. Moratorium Provisions

§1. Establishment of Moratorium

The Town of Clifton Park hereby imposes a six (6) month moratorium on the submission, processing, approval, or issuance of any permits, special use permits, site plan approvals, building permits, or other discretionary or administrative approvals for Tier II and Tier III Solar Energy Systems.

§2. Applicability

This moratorium shall apply to all new applications submitted on or after the effective date of this Local Law and current pending applications that have not received a final SEQR determination and preliminary site plan and special use permit approvals.

§3. Exemptions

The moratorium shall not apply to:

- Tier I Solar Energy Systems;
- Maintenance, repair, or replacement of existing lawfully installed solar energy systems;
- Applications that received final site plan approval prior to the effective date of this Local Law.

§4. Hardship Relief

The Town Board may grant a waiver from the moratorium upon a demonstration of extraordinary hardship, consistent with principles outlined by the New York State Department of State (NYS DOS, 2010).

§5. SEQRA

The Town Board declares this action to be subject to review pursuant to the State Environmental Quality Review Act (SEQRA). The appropriate environmental classification and review shall be completed prior to adoption.

§6. Duration

This moratorium shall expire six (6) months from its effective date unless extended or repealed by the Town Board.

References

New York Independent System Operator. (2024). *NYISO's 2024 priorities are fueling New York's clean energy future*. Retrieved from: <https://www.nyiso.com/-/nyiso-2024-priorities-are-fueling-new-york-clean-energy-future>

New York Public Service Law, Article 6 (2019). Retrieved from: https://newyork.public.law/laws/n.y._public_service_law_article_6

New York Solar Authority. (n.d.). *New York CLCPA and its implications for solar energy expansion*. Retrieved from: <https://newyorksolarauthority.com/newyork-climate-leadership-community-protection-act-solar>

New York State Department of Public Service. (n.d.). *Clean energy initiatives and community distributed generation*. Retrieved from: <https://dps.ny.gov/clean-energy-initiatives>

New York State Department of State. (2010). *Land use moratoria* (James A. Coon Local Government Technical Series). Retrieved from: <https://dos.ny.gov/land-use-moratoria-0>

New York State Department of State. (n.d.). *Land use moratoria training and guidance*.

Town of Clifton Park Code. (2026). *Chapter 208: Zoning – Solar energy systems*. Retrieved from: <https://ecode360.com/11766669#11766669>



RESOLUTION

#2

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. of 2026, a resolution adopting a local law to amend Town Code Chapters 73 and 208 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, on May 5, 2026, the Town Board conducted a public hearing on the proposed regulation of short-term rentals, 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 2026, a local law to amend Town Code Chapters 73 and 208 is hereby adopted; and be it further

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

§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) 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 is located.

§73-1 Definitions.

SHORT-TERM RENTAL

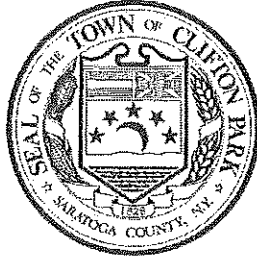
A short-term rental unit means an entire dwelling unit, or a room, group of rooms, other living or sleeping space, or any other space within a dwelling, made available for rent by guests for less than thirty (30) consecutive days, where the unit is offered for tourist or transient use by the short-term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

§73-3.1 **SHORT-TERM RENTALS**

Short-term rentals shall be subject to the following requirements:

- A. short-term rental property or parcel must be the owner's primary residence.
- B. A short-term rental may only be operated pursuant to a permit issued by the Town of Clifton Park Department of Building and Development.
- C. 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.
- D. Permits shall be limited to one (1) per owner per parcel.
- E. 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. Such inspections shall include, but not be limited to, a fire inspection, an electrical inspection, and a septic system inspection if the property is served by private septic system. A certificate of inspection from a licensed engineer will be accepted in lieu of an inspection.
- F. Property owners may not advertise a short-term rental by placing a sign or other posting on the premises subject to the permit.
- G. 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.
- H. Fees for permits shall be \$200 annually.
- I. Penalties: Any person convicted of the offense of a failure to comply with a notice of violation of the provisions of this chapter shall be subject to a fine of not less than \$1,000, nor more than \$2,000, or imprisonment for a period not to exceed 15 days, or both, for conviction of a first offense; for conviction of a second offense, both of which were committed within a period of five years, subject to a fine of not less than \$1,500 nor more than \$4,500, or imprisonment for a period not to exceed 30 days, or both; and, upon conviction for a third or subsequent offense, all of which were committed within a period of five years, subject to a fine of not less than \$5,000, nor more than \$15,000, or

imprisonment for a period not to exceed 90 days, or both. Each week or part thereof that a violation continues shall be deemed a separate offense, and the violation shall be deemed to have commenced on the earlier of the date of, or the date contained in, the notice of violation.



RESOLUTION

#3

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. ____ of 2026, a resolution authorizing the re-naming of the Friends of Grooms Tavern to be Friends of Heritage Square at Grooms Corners.

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

WHEREAS, by Resolution No. 273 of 2025, the Town Board authorized a name change for the three (3) parcels at the intersection of Grooms Road and Sugar Hill Road to be Heritage Square at Grooms Corners, and

WHEREAS, Deputy Supervisor Agatha Reid met with the Friends of Grooms Tavern, and submits the name change, at the group's request, to coincide with the name change for the three (3) parcel area; now, therefore, be it

RESOLVED, that the Friends of Grooms Tavern will be renamed to be Friends of Heritage Square at Grooms Corners; and be it further

RESOLVED, that Town Code §35-3 B(3) be amended to reflect this name change.

Resolution No. 273 of 2025, a resolution authorizing a name change for the three (3) Town parcels at the intersection of Grooms Road and Sugar Hill Road.

Introduced by Councilman Morelli, who moved its adoption, seconded by Councilman Manir.

WHEREAS, the community of the Town of Clifton Park realized the importance of the local history in the hamlet of Grooms Corners, and supported the Town of Clifton Park Town Board in protecting the site of the first Town Board meeting of Clifton Park, at the Historic Grooms Tavern, thus leading to the Town Board's series of actions to acquire and restore historic properties over time, and

WHEREAS, in 1999, the Town of Clifton Park acquired the Grooms Tavern, known as the Historic Grooms Tavern: Clifton Park Historic & Cultural Center, 1.56 acres, at 290 Sugar Hill Road, Tax Parcel 276.19-1-11, including the Blacksmith/Carriage House structure, that became known as the Historic Grooms Tavern Complex, and is listed on the National Register of Historic Places designation, and

WHEREAS, on 2004, the Town of Clifton Park acquired the historic Mohawk Valley Grange building and property, at 274 Sugar Hill Road, Tax Parcel 276.19-1-9, which was placed on the Town of Clifton Park's Register of Historic Places, and was listed on the National Register of Historic Places in 2012, and

WHEREAS, in 2024, the Town of Clifton Park acquired the Lands of Thackeray, at 280 Sugar Hill Road, a 5.58-acre parcel, Tax Parcel 276.19-1-10, now known as the Palmer House, a parcel of land with a 2-story house and barn on it, situated in between the previously acquired properties, and

WHEREAS, the Friends of Historic Grooms Tavern, have submitted a recommended new name to consider all three (3) properties together at this intersection of Grooms Road and Sugar Hill Road, as Heritage Square at Grooms Corners; now, therefore, be it

RESOLVED, that the Town of Clifton Park will name the entire group of three (3) parcels at the intersection of Grooms Road and Sugar Hill Road as Heritage Square at Grooms Corners, to be operated, planned for, and implemented as one management area for future identification, mapping, wayfinding, planning, and marketing purposes.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

December 15, 2025

Stephanie Ranze, Town Clerk

§ 35-3. Membership; terms.

- A. The Commission shall consist of seven members, who shall be residents of the Town, as well as two associate members who represent Southern Saratoga County. All members and associate members shall be appointed by the Town Board. The term of office shall be three years. Vacancies shall be filled by the same method as the original appointment. A member shall be considered a holdover member until reappointed or replaced. Replacement of an unexpired term shall be for the remainder of the term. The initial appointment process will consist of three three-year appointments, three two-year appointments and three one-year appointments. Thereafter, all terms will be for a three-year period of time. Associate members shall be nonvoting members of the Commission. **[Amended 11-17-2014 by L.L. No. 9-2014]**
- B. The Town Board will seek interested individuals from the following categories of constituent groups and will attempt to give priority to individuals from the following groups for appointment to the Commission: **[Amended 4-5-2010 by Ord. No. 3-2010]**
- (1) General community theater, including at least one representative of the Not So Common Players.
 - (2) General visual and creative arts, including one representative of the community chorus and one representative of community orchestra.
 - (3) The [Friends of Grooms Tavern] Friends of Heritage Square at Grooms Corners
 - (4) Members of the community with an expressed interest and commitment to the arts and culture of Clifton Park.
- C. A Town Board representative to the Commission will also be appointed.



RESOLUTION

#4

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. _____ of 2026, a resolution authorizing the Supervisor to sign a Lease Agreement with Fruitful Vine Christian Church, for rental of the top floor of the Burning Bush Clubhouse.

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

WHEREAS, pursuant to Town Law 64 2 (a) the Town Board is authorized to lease Town-owned property; and

WHEREAS, Fruitful Vine Christian Church wishes to rent the top floor of the Burning Bush Clubhouse for a term of twelve (12) months, lease to expire on May 19, 2027, at an annual rent of \$21,600; and

WHEREAS, the Tenant may elect to remain in possession of the property after May 19, 2027, as a month-to-month Tenant for up to twelve (12) consecutive months; now therefore be it

RESOLVED, that the Supervisor is hereby authorized to sign the attached Lease Agreement with Fruitful Vine Christian Church for rental of the top floor of the Burning Bush Clubhouse, pending the Town Attorney's review of a Certificate of Insurance naming the Town of Clifton Park as certificate holder.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, April 8, 2026 11:42 AM
To: Cynthia Zlogar
Subject: Confirmation: New Resolution Request #2767

Your resolution request has been sent. The details of your submission are included with this confirmation email.

Department: Legal

Your Name: Cindy Zlogar

Your Email: czlogar@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 04/21/2026 ✓

Board Meeting Date: 05/05/2026 ✓

Alternate Date: 05/19/2026

Budget Number: N/A

Budget Description: N/A

Amount: N/A

Brief Description: Renew annual lease agreement with Fruitful Vine Christian Church for the space they occupy at the Burning Bush Pool building.

Add Supporting Docs:

Additional Comments/Details: N/A

Agree to Terms: Agree

[unsubscribe](#)

THIS AGREEMENT OF LEASE, made this _____ day of _____, 2026, between

The Town of Clifton Park, a municipal corporation having its offices at 1 Town Hall Plaza, Clifton Park, NY 12065, as Landlord

And,

The Fruitful Vine Christian Church

WITNESSETH: The Landlord hereby leases to the Tenant the following premises:

Top floor of the Burning Bush Club House, Burning Bush Blvd,
Town of Clifton Park, New York

for the term of 12 Months to commence from May 20, 2026 and to end on May 19, 2027, to be used and occupied only for

A Church, Daycare, and their related offices.

1st. RENT

That the Tenant shall pay the annual rent of \$21,600 per year, upon the conditions and covenants following: said rent to be paid in equal monthly payments in advance on the 1st day of each month and every month during the term aforesaid, as follows: \$1800 per month.

2nd. CARE and REPAIR

That the Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense, make all repairs and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by the elements expected.

3rd. TENANT SHALL COMPLY WITH REGULATIONS and ORDINANCES

That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body, at the Tenant's own cost and expense.

4th. NO ASSIGNMENT OF LEASE WITHOUT WRITTEN CONSENT OF LANDLORD

That the Tenant, successors, heirs, executors or administrators shall not assign this agreement, or

underlet or underlease the premises, or any part thereof or make any alterations to the premises, without the Landlord's consent in writing; or occupy or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall immediately cease and be determined at the option of the Landlord as if it were the expiration of the original term.

5th. NOTICE OF ACCIDENT, DAMAGE OR DEFECTIVE CONDITION; RESPONSIBILITIES OF TENANT

Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the premises cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the premises are unusable. If part of the premises cannot be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the premises is usable. Landlord need only repair the damaged structural parts of the premises. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant, Tenant's employees or invitees, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the building if there is substantial damage by fire or other casualty. Landlord may cancel this lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the premises to Landlord on, or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the lease is canceled, Landlord is not required to repair the premises or building. The cancellation does not release Tenant of liability in connection with the fire or casualty. The Section is intended to replace the terms of New York Real Property Law Section 227.

ACCESS TO EXAMINE PREMISES

6th. The said Tenant agrees that the said Landlord and the Landlord's agents and other representatives shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

7th. The Tenant also agrees to permit the Landlord or the Landlord's agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that on and after the sixth month next preceding the expiration of the term hereby granted, the Landlord or the Landlord's agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale", and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

8th. CONDITIONS UNDER WHICH LANDLORD MAY REPOSSESS PREMISES

That if the said premises or any part thereof shall be deserted or become vacant during said term, or if any default be made in the payment of the said rent or any part thereof, or any default be made in the performance of any of the covenants herein contained, the Landlord or representatives may reenter the said premises by force, summary proceedings, or otherwise, and remove all persons there from, without being liable to prosecution therefore, and the Tenant hereby expressly waives the service of any notice in writing of intention to re-enter, and the Tenant shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein, and the Landlord may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any moneys collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition, and then to the payment of the rent and all other charges due and to grow due to the Landlord, any surplus to be paid to the Tenant, who shall remain liable for any deficiency.

9th. LIABILITY FOR PLATE GLASS WINDOWS

Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills for the premiums therefore shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereon shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

10th. DUTY TO KEEP ENTRANCES AND WALKWAYS FREE OF OBSTRUCTIONS

That the Tenant shall neither encumber nor obstruct the sidewalk in front of, entrance to, or halls and stairs of said premises, nor allow the same to be obstructed or encumbered in any manner.

11th. PLACEMENT OF SIGNS

The Tenant shall neither place, or cause or allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises or any other part of same, except moveable signs for days of service pursuant to paragraph 33.

12th. LANDLORD EXEMPT FROM LIABILITY

That the Landlord is exempt from any and all liability for any damage or injury to person or property cause by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the Landlord.

13th. IF DEFAULT BE MADE

That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy. The said Tenant hereby expressly waives the service of any notice in writing of intention to re-enter.

14th. LEASE SHALL NOT BE A LIEN AGAINST PREMISES

That this instrument shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of the lease, irrespective of the date of recording and the Tenant agrees to execute without cost, any such instrument which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of canceling this lease without incurring any expenses or damage and the term hereby granted is expressly limited accordingly.

15th. SECURITY DEPOSIT

The Tenant has this day deposited the sum of \$ ----0----- as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

16th. The security deposited under this lease shall not be mortgaged assigned or encumbered by the Tenant without the written consent of the Landlord.

17th. RIGHTS OF LANDLORD IF TENANT DEFAULTS

It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all of their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors, or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate the lease and the term hereof, on giving to the Tenant five days'

notice in writing of the Landlord's intention so to do, and the lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

18th. TENANT SHALL NOT DO ANYTHING TO INCREASE LANDLORD'S FIRE INSURANCE PREMIUM

That the Tenant will not nor will the Tenant permit under tenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.

19th. NON-WAIVER

The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

20th. EMINENT DOMAIN

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the Tenant.

21st. ABANDONED PROPERTY

If, after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

22nd. TENANT LIABLE FOR ENTIRE RENT

In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the reentry of the Landlord under the terms and covenants contained in this lease, or by the ejection of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly

payments the rent that accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay for damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and it is mutually agreed between Landlord and Tenant that the respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this lease, the Tenant's use or occupancy of said premises, and/or any claim of injury or damage.

23rd. TENANT WAIVES RIGHTS TO REDEEM

The Tenant waives all rights to redeem under any law of the State of New York.

24th. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental prevention in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.

25th. TENANT'S OBLIGATION FOR RENT SHALL NOT CEASE DUE TO INABILITY OF LANDLORD TO PROVIDE SERVICES OR REPAIRS

No diminution or abatement of rent or other compensation shall be claimed or allowed for inconvenience or discomfort arising from the making of reasonably necessary repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services", if any, herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, not gross negligence on the part of the Landlord. No such interruption or curtailment of any such "service" shall be deemed a constructive eviction. The Landlord shall not be required to furnish, and the Tenant shall not be entitled to receive, any such "services" during any period wherein the Tenant shall be in default in respect to the payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs nor improvements or decorations to the demised premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date so above fixed.

26th. AVAILABILITY OF PREMISES FOR POSSESSION BY TENANT

Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy or because a prior Tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. The rent shall not commence until possession is given or is available, but the term herein shall not be extended.

27th. SERVICES INCLUDED IN RENT

Rent to include snow removal, taxes, mechanical maintenance, water and sewer. (Tenant responsible for all costs associated with telephone, janitorial services, heat and utilities.)

28th. TENANT SHALL MAINTAIN LIABILITY INSURANCE

As additional rental during the lease term, Tenant shall place and cause to be placed and maintained, for the benefit of the Landlord and Tenant with both to be named as party insured, general public liability insurance; such insurance to provide protection in minimum limits of \$1,000,000.00 of combined single limit for bodily injury or property damage. Each such policy of insurance or certificate thereof shall be promptly deposited with the Landlord. Tenant is also responsible to maintain its' own rental and contents insurance.

29th. This paragraph intentionally left blank.

30th. CONDITION OF PREMISES UPON TENANT'S POSSESSION

Premises to be in move-in condition ready, within reason, free of holes and major stains, etc.; Landlord not responsible to paint interior.

31st. CONDITIONS AFFECTING COMMENCEMENT OF TERM

This lease will not commence until all necessary governmental approvals are in place to occupy this building for the stated use.

32nd. ADDITIONAL PARKING

Tenant may at its sole option and cost, seek approval for additional parking. This will not, however in any way affect any terms of this Lease.

33rd. PLACEMENT OF SIGNS

Tenant may only place moveable signs at the walkway in front of the building and at the entrances to the property from Burning Bush Boulevard on days when congregational services are held. Signs on or displayed in windows are prohibited.

34th. INFORMATION ON THE GLASS DOOR

Tenant may place their name or other information on the glass door provided if it meets with code enforcement.

35th. Tenant may cancel this Lease with 60 days prior written notice if the tenant can provide evidence of financial hardship.

36th. Tenant agrees not to hold special events on days when regular congregational services are held, between the Friday of each Memorial Day weekend and Labor Day of each year, during hours when the Town pool is open.

37th. Tenant agrees to defend, indemnify and hold Landlord harmless against any claims resulting from the acts or omissions of Tenant, its agents, or any Subleases.

38th. Tenant may elect to remain in possession of the property after May 19, 2027 as a month-to-month tenant for up to twelve (12) consecutive months by giving Landlord notice of Tenant's intent to remain or vacate at least thirty (30) days before the end of the Lease term or before.

And the said Landlord doth covenant that the said Tenant, on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by the Landlord.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

IN WITNESS WHEREOF, the Landlord and Tenant have duly executed this lease the day and year first above written.

LANDLORD

TENANT

TOWN OF CLIFTON PARK

Fruitful Vine Christian Church

BY: _____

BY: _____

Philip Barrett, Town Supervisor

Ernest North, Pastor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452		CONTACT NAME: Church Mutual Insurance Company, S.I. PHONE (A/C, No., Ext): 1-800-554-2642 E-MAIL ADDRESS: customerservice@churchmutual.com		FAX (A/C, No): 855-264-2329	
INSURED FRUITFUL VINE CHRISTIAN CHURCH INC 9 BURNING BUSH BLVD BALLSTON LAKE NY 12019-9365		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Church Mutual Insurance Company, S.I.			18767
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	0147654 02-927050	12/05/2025	12/05/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Town of Clifton Park 1 Town Hall Plaza Clifton Park NY 12005	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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RESOLUTION

#5

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. ___ of 2026, a resolution to amend Resolution No. 2 of 2026.

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

WHEREAS, the Clifton Park Town Board desires to amend an appointment included in the Organizational Resolution, Resolution No. 2 of 2026, heretofore adopted on January 6, 2026, to extend the appointment of Sheryl Reed; now therefore, be it

RESOLVED, that Sheryl Reed's appointment as a part-time Building Inspector is hereby extended, at a salary as budgeted, to December 31, 2026.

Resolution No. 2 of 2026, a resolution in connection with the reorganization of the Town of Clifton Park government for the calendar year 2026.

Introduced by Councilman Manir, who moved its adoption, seconded by Councilman Fantini.

WHEREAS, the Clifton Park Town Board wants to reorganize town government and make certain appointments, now be it

RESOLVED, that the 2026 legal holidays for town employees are set forth in Appendix A; and be it further

RESOLVED that the Wood Memorial Meeting Room in the Clifton Park Town Hall (Wood Room) be designated as the official meeting place for the Town Board; and be it further

RESOLVED that Town Board regular meetings shall be held in the Wood Room on the first and third Tuesdays of each month beginning at 7:00 PM; and be it further

RESOLVED that Town Board agenda sessions will be held in the Wood Room at 6:30 pm on the first and third Tuesdays of the month to consider the agenda for the next Town Board meeting; and be it further

RESOLVED that the roll call votes shall be voted in the following order: Councilwoman Bellamy, Councilman Fantini, Councilman Manir, Councilwoman Reid and Supervisor Barrett; and be it further

RESOLVED that the annual payment of all elected officials shall be bi-weekly; and be it further

RESOLVED that Agatha Reid be appointed as Deputy Supervisor with no salary; and be it further

RESOLVED that Account Number E1220 of the budget be changed to be zero dollars; and be it further

RESOLVED that Mark Heggen be reappointed as Town Comptroller at a salary as budgeted to serve for a term ending on June 30, 2026; and be it further

RESOLVED that Darlene Allen be reappointed as Assistant Comptroller at a salary as budgeted for a term ending on December 31, 2026; and be it further

RESOLVED that Lou Pasquarell be reappointed as Public Safety Director at a salary as budgeted for a term ending on June 30, 2026; and be it further

RESOLVED that Jean Spiegel be reappointed as Confidential Executive Secretary at a salary as budgeted for a term ending on December 31, 2026; and be it further

RESOLVED that Caitlin Fantini be appointed as Registrar of Vital Statistics and Records Management Officer for the Town, for a term ending on December 31, 2026; and be it further

RESOLVED that Caitlin Fantini be appointed as the FOIL Officer for the Town, for a term ending on December 31, 2026; and be it further

RESOLVED that Raina Munafo and Leighann Nastasia be reappointed Deputy Town Clerks at salaries as budgeted for a term ending on December 31, 2026; and be it further

RESOLVED that Amy Standaert shall serve as Confidential Administrative Assistant to the Town Board for a term ending on December 30, 2026; and be it further

RESOLVED that Caitlin Fantini shall be solely responsible for maintaining the calendar on the Town's website for the year 2026; and be it further

RESOLVED that the Confidential Administrative Assistant to the Town Board or the Town Clerk shall, after consulting with the Town Board, be solely responsible for posting any item on the Town's website and the Town's Facebook Page for the term ending on December 30, 2026; and be it further

RESOLVED that Cynthia Zlogar be reappointed as Confidential Secretary to the Town Attorney at a salary as budgeted for a term ending on June 30, 2026; and be it further

RESOLVED that the Town Attorney shall start the process to hire a receptionist for the Town Hall Front Desk; and be it further

RESOLVED that Teresa Cook be designated as the Official Town Official to act on behalf of the Assessor to process claims pursuant to Section 125, Article 7 of the Agriculture and Markets Law for the year 2026; and be it further

RESOLVED that Melinda Acker be reappointed as Administrative Assistant to the Zoning Administrator for the year 2026 at a stipend as budgeted; and be it further

RESOLVED that Leslie Bell be reappointed as part-time Senior Express Switchboard Dispatcher at a salary as budgeted for the year 2026; and be it further

RESOLVED that Sheila Alvaro be reappointed as part-time Senior Express Switchboard Dispatcher/Chauffeur at a salary as budgeted for the year 2026; and be it further

RESOLVED that Robert Brondi be reappointed as part-time Senior Express Switchboard Dispatcher/Chauffeur at a salary as budgeted for the year 2026; and be it further

RESOLVED that Justin Brooks and Rebecca Marra be reappointed as Senior Express Chauffeurs at a salary as budgeted for the year 2026; and be it further

RESOLVED that Joseph McCormick be reappointed as substitute Senior Express Chauffeur at a salary as budgeted for the year 2026; and be it further

RESOLVED that James Manuel be reappointed as a substitute Senior Express Chauffeur at a salary as budgeted for the year 2026; and be it further

RESOLVED that Shirley Roberts be reappointed as a part-time clerk at the Clifton Park Senior Community Center at a salary as budgeted for the year 2026; and be it further

RESOLVED that Johanne Shepard be reappointed as a part-time clerk at the Clifton Park Senior Community Center at a salary as budgeted for the year 2026; and be it further

RESOLVED that Dennis Ballard and Chad Kehn be reappointed provisionally as Part-Time Animal Control Officers and Chantel Smith be reappointed provisionally as a Full-time Animal Control Officer, at salaries as budgeted for the year 2026; and be it further

RESOLVED that Anthony Gotti be reappointed provisionally as a Part-time Security Officer at a salary as budgeted.

RESOLVED that Ellenmarie Martin be reappointed as Deputy Highway Superintendent at a salary as budgeted for the year 2026; and be it further

RESOLVED that James Ryan be reappointed as Highway Maintenance Supervisor at a salary as budgeted for the year 2026; and be it further

RESOLVED that Stanley Rusinovich be reappointed as Assistant Highway Maintenance Supervisor at a salary as budgeted for the year 2026; and be it further

RESOLVED that Michael Gressler be reappointed as a Motor Equipment Operator in the Highway Department, at Grade 5, Step 2, Year 1 at a rate of \$29.20 per hr., and that the budget be amended to reflect this for the year 2026; and be it further

RESOLVED that James Ryan receive a stipend of \$3,500 for performing additional duties and responsibilities associated with the administrative, oversight and inspection requirements associated with Article 176 of the Clifton Park Town Code and that the budget be amended to reflect this for the year 2026; and be it further

RESOLVED that the dog park fees be \$30 per year and may be prorated at 1/2 year price of \$15 between July 1, 2026, and December 31, 2026, and be it further

RESOLVED that Account A-1420-015 shall not be spent without the approval of the Town Board; and be it further

RESOLVED that Councilwoman Agatha Reid be appointed as co-liaison to the Historic Preservation Commission and the Historic Celebration Committee, the Clifton Park Senior

Center for a term ending on December 31, 2026; and be it further

RESOLVED that Councilwoman Nancy Bellamy be appointed as liaison to the Public Safety Department, Emergency Services Advisory Board and the Parks and Recreation Department and co-liaison to the Clifton Park Senior Center, Historic Celebrations Committee and the Historic Preservation Commission for a term ending on December 31, 2026; and be it further

RESOLVED that Councilman Mario Fantini be appointed as liaison to the Clifton Park Water Authority and Park Districts, and co-liaison to the Open Space/Trails/Riverfront Committee for a term ending on December 31, 2026; and be it further

RESOLVED that Councilman Zabed Manir be appointed as liaison to the G.R.E.E.N. Committee and Tree Committee, Chairperson of the IT Committee and the Climate Smart Community Task Force and co-liaison to the Open Space/Trails/Riverfront Committee for a term ending on December 31, 2026; and be it further

RESOLVED that the Joanne M. Coons, Diana Leis Delker, Cathy Fruhauf, Gurinder Garcha, Haley Balcanoff, Thomas Piwinski, Diane Betzwieser and Jennifer Viggiani are appointed to the Climate Smart Community Task Force which was established by Resolution 69 of 2024; and be it further

RESOLVED that the Times Union is designated as the official newspaper of the Town; and be it further

RESOLVED that all commercial banks which have branches located within the boundaries of Clifton Park may be designated by the Town Comptroller, with the approval of the Town Attorney, as the official banks for the Town and for depositing Town funds, with said banks to be chosen based upon the best rates available; and be it further

RESOLVED that the Town Supervisor, with the approval of the Town Attorney, is hereby authorized to:

1. Enter into a contract with any accounting, engineering firm, professional services firm, or other professional consulting firm for the needs of the Town of Clifton Park;
2. Execute change orders resulting in a reduction in contract price;
3. Enter into an agreement with CAPTAIN for an amount as budgeted;
4. Enter into an agreement with the Southern Saratoga YMCA for an amount as budgeted;
5. Enter into an agreement with the City of Mechanicville and Town of Halfmoon for shared services for Animal Control;

6. Enter into an agreement with the County of Saratoga for annual support of programming for the year 2026;
7. Enter into an agreement on behalf of the Clifton Park Senior Community Center and Saratoga County Office for the Aging for a dining program and/or home delivery of meals for the senior citizens in the Town of Clifton Park for the year 2026, for an amount as budgeted;
8. Enter into an agreement with the County of Saratoga for single stream recycling at the recycling facility at the Transfer Station for the year 2026, and
9. Execute official documents and instruments as per law on behalf of the Town of Clifton Park; and be it further

RESOLVED that the Town may become members of the Capital Region Chamber of Commerce, the Saratoga Economic Development Corporation and the Saratoga County Chamber of Commerce and pay dues for joining these associations; and be it further

RESOLVED that the Town may join the NYS Association of Towns and pay dues associated therewith; and be it further

RESOLVED that Rose A. Savallo be reappointed as Receiver of Taxes and Assessments for the year 2026 at a salary as budgeted; and be it further

RESOLVED that Rose A. Savallo is hereby authorized to sign checks drawn on the accounts of Receiver of Taxes and Assessments, Town of Clifton Park; and be it further

RESOLVED that Patricia Howland be reappointed as a part-time Clerk for the Receiver of Taxes and other departments as required at a salary as budgeted for the year 2026; and be it further

RESOLVED that Christine Kot be reappointed as part-time Clerk at a salary as budgeted for the Receiver of Taxes and Assessments for the year 2026; and be it further

RESOLVED that John DeSimone be reappointed as Chief, Bureau of Fire Prevention at a salary as budgeted for the year 2026; and be it further

RESOLVED that Sheryl Reed be reappointed as a part-time Building Inspector at a salary as budgeted to be used as needed in the Building Department for a term ending on June 30, 2026; and be it further

RESOLVED that Michael Barber be reappointed provisionally as Golf Course Superintendent at a salary as budgeted for the year 2026; and be it further

RESOLVED that Jody A. Ensel be reappointed as a part-time Clerk for Town Hall at a salary as budgeted for a term ending on June 30, 2026; and be it further

RESOLVED Janet Gomes and Breanna Clancy be reappointed as Clerks to the Town Justice-Exempt with terms to expire December 31, 2026 at salaries as budgeted and that Darlene Sharron be reappointed as part-time Court Clerk at a salary as budgeted; and be it further

RESOLVED that John L. Scherer be reappointed to serve as Town Historian for the year 2026 at a salary as budgeted, and be it further

RESOLVED that Sue Thompson be appointed to serve as Deputy Town Historian for the year 2026; and be it further

RESOLVED THAT Gayle Buckley be reappointed as Health Officer for 2026 at a salary as budgeted; and be it further

RESOLVED that Daniel Clemens be appointed as ADA Coordinator for the Town for the year 2026; and be it further

RESOLVED that Rocco Ferraro be appointed to the Planning Board for a term ending on December 31, 2032; and be it further

RESOLVED that Rocco Ferraro be appointed as the Planning Board Chairman for a term ending on December 31, 2026 at a stipend as budgeted; and be it further

RESOLVED that Joanne M. Coons be appointed as an alternate member of the Planning Board for a term ending on December 31, 2026; and be it further

RESOLVED that the Planning Board and Zoning Board of Appeals shall consider comments filed by the Environmental Conservation Commission on an application before making a decision on the application and respond to such comments in its decision; and be it further

RESOLVED that Emad Andarawis be reappointed to serve as the Planning Board Liaison to the Historic Preservation Commission, for a term ending on December 31, 2026; and be it further

RESOLVED that Keith Martin be appointed to serve as the Planning Board Liaison to the Environmental Committee for a term ending on December 31, 2026; and be it further

RESOLVED that Maureen O'Connor be reappointed as Secretary to the Historic Preservation Commission at a salary as budgeted for a term ending on December 31, 2026; and be it further

RESOLVED that Paul Van Schaick be reappointed to serve as Chairman of the Emergency Services Advisory Board for a term ending on December 31, 2026; and be it further

RESOLVED that Karen Belden be appointed to serve as the representative for the Ballston Lake Fire Department on the Emergency Services Advisory Board for a term ending on December 31, 2027; and be it further

RESOLVED that the following individuals be appointed to serve on the Emergency Services Advisory Board as the representative or alternate representative of the listed Fire Departments for a term ending on December 31, 2027:

James Grant Keeler	Representative, Vischer Ferry Fire Department
Robert Jakubowski	Representative, Clifton Park Fire Department
Dennis Ayotte	Representative, West Crescent Fire Department
Andrew Casuscci	Alternate Representative, Vischer Ferry Fire Department
Terri Krul	Alternate Representative, Clifton Park Fire Department
John Meehan	Alternate Representative, West Crescent Fire Department
Leonard Casper	Alternate Representative, Jonesville Fire Department
Aaron Cote	Alternate Representative, Rexford Fire Department

; and be it further

RESOLVED that Michael Dudick be reappointed Chairman of the Zoning Board of Appeals for a term ending on December 31, 2026 at a stipend as budgeted; and be it further

RESOLVED that Gary Schuth be appointed as an alternate member of the Zoning Board of Appeals for a term ending on December 31, 2026; and be it further

RESOLVED that Cristi Shuhart be reappointed as Alternate Secretary to the Zoning Board of Appeals for a term ending on December 31, 2026 at a salary as budgeted; and be it further

RESOLVED that Amy Standaert be appointed as Clerk to the Clifton Park Sewer District No. 1 for the year 2026 at a salary as budgeted; and be it further

RESOLVED that Todd Hess and Kris Fitzgerald be reappointed as Members of the Board of Assessment Review for a five-year term to expire December 31, 2030; and be it further

RESOLVED that the Luibrand Law Firm PLLC be appointed to serve as Attorneys to the Industrial Development Agency for a term ending on December 31, 2026; and be it further

RESOLVED that Todd Hess be reappointed to serve as Chairman of the Industrial Development Agency for the year 2026; and be it further

RESOLVED that Sheila Barkevich be reappointed and R. William Casey be appointed to the Industrial Development Agency for terms ending on December 31, 2028; and be it further

RESOLVED that Sheila Barkevich be reappointed to serve as Secretary to the Industrial Development Agency for the year 2026; and be it further

RESOLVED that Thomas Werner, Anthony George, Leonard Casper, Philp Clark and Robert O'Connell be appointed to members of Clifton Park Highway Safety Committee with terms ending on December 31, 2027; and be it further

RESOLVED that Albert Karoly and David Woodin be appointed to serve as Co-Chairman of the Clifton Park Highway Safety Committee with terms ending on December 31, 2026; and be it further

RESOLVED that Eric Hamilton, John Scherer and Lawrence Syzdek be reappointed to serve as the Clifton Park Representatives to the Mohawk Towpath Byway Project for a term ending on December 31, 2026; and be it further

RESOLVED that David Miller, Frank Berlin, Raymond Seymour, Isabel Prescott, Jim Ruhl, Gurinder Garcha, David Urkevich and James Flaherty be reappointed to serve on the Open Space/Trail/Riverfront Committee for a term ending on December 31, 2027 and Thomas Hartman be appointed to serve on the Open Space/Trail/Riverfront Committee for a term ending on December 31, 2026; and be it further

RESOLVED that David Miller be reappointed to serve as Chairman of the Open Space/Trail/Riverfront Committee for a term ending on December 31, 2026; and be it further

RESOLVED that Daniel Mathias, Karl Siverling, Jean Cottrell and James Ruhl be reappointed and Samuel Gowen be appointed to the Environmental Conservation Commission for terms ending on December 31, 2027; and be it further

RESOLVED that Daniel Mathias be reappointed to serve as Chairman of the Environmental Conservation Commission for a term ending on December 31, 2026; and be it further

RESOLVED that Joesph Martin, Daniel Mathias and Aaron Cote be reappointed to the Fire Code Appeals Board for terms ending on December 31, 2028; and be it further

RESOLVED that Aaron Cote be reappointed to serve as Chairman of the Fire Code of Appeals Board for the year 2026; and be it further

RESOLVED that Linda Seymour, Brian McGlinchey, Maureen O'Connor, Art Bourdeau, Andrew Gorman, Jennifer Jeram, Nancy Kiyonaga, Deanna Rubinger, Paul Szczesny, Sue Thompson, Gail Winters, John Scherer, Chrysoula Highland, Jennifer Jeram and Toby Watkins be either reappointed or appointed to serve on the Historic Preservation Commission for a term ending on December 31, 2026; and be it further

RESOLVED that Linda Seymour be appointed to serve as Chairperson of the Historic Preservation Commission and Brian McGlinchey be appointed to serve as Vice-Chairperson of the Historic Preservation Commission for a term ending on December 31, 2026; and be it further

RESOLVED that Linda Seymour, John Scherer, Sue Thompson, Jennifer Viggiani, Megan Babendrier, Brian McGlinchey, Larry Syzdek, Eric Hamilton, David Miller, Isabel Prescott, George Donohue, Alicia Jacobs and Tanaya Bannon be either reappointed or appointed to serve on the Historic Celebration Committee for a term ending on December 31, 2026; and be it further

RESOLVED that Linda Seymour and John Scherer be appointed to serve as Co-Chairpersons of the Historic Celebration Committee for a term ending on December 31, 2026; and be it further

RESOLVED that Historic Celebration Committee and the Historic Preservation Commission may add a teacher or administrator of the Shenendehowa School District and a representative from the Friends of Heritage Square to serve on the Historic Celebration Committee and/or the Historic Preservation Commission; and be it further

RESOLVED that Nancy Tudor, Joanne Coons, Cathy Fruhauf, Gurinda Garcha, Mark Laymon, Gerald (Jerry) Danielski, Diana Leis Delker, Anne Orgren, Lily Heffernan, Amanda Ford, Diane Betzwieser, Tom Piwinski be appointed to the G.R.E.E.N. Committee for a term ending on December 31, 2026, and be it further

RESOLVED that Nancy Tudor be appointed as Chairwoman of the G.R.E.E.N. Committee for a term ending on December 31, 2026, and be it further

RESOLVED that Joanne Coons, Mark Laymon, Gerald (Jerry) Danielski, Diana Leis Delker, Anne Orgren, Lily Heffernan, Stu Feuerstein and Stephen Morse be appointed to the Tree Subcommittee of the G.R.E.E.N. Committee and that Duane Dickinson and Laurie Dittmer shall serve as Technical Advisors to the Tree Subcommittee of the G.R.E.E.N. Committee for a term for a term ending on December 31, 2026, and be it further

RESOLVED that Diana Leis Delker be appointed as Chairwoman of the Tree Subcommittee of the G.R.E.E.N. Committee for a term ending on December 31, 2026, and be it further

RESOLVED that the following individuals are appointed as Members of the Deferred Compensation Committee for a term ending on December 31, 2026:

<u>Position</u>	<u>Representative</u>
Comptroller	Mark Heggen
General Unit Representative	Sam Chase
Highway Unit Representative	Mike Traider
Management Representative	Jean Spiegel
Management Representative	Darlene Allen
Town Board Representative	Amy Standaert
Town Attorney	Kevin Dailey

The Committee shall meet at least two times per year; and be it further

RESOLVED that Sharon Simmons and Ryan Ensel be reappointed as Alternate Members of the Deferred Compensation Committee for terms ending on December 31, 2026; and be it further

RESOLVED that Scott Reese, Stormwater Management Officer, with the approval of the Town Attorney, is authorized to sign Stormwater Management Practice Maintenance Agreements on behalf of the Town for the year 2026; and be it further

RESOLVED that pursuant to NYS Highway Law 142-b (4), the Highway Superintendent is authorized to assist local emergency services, fire departments, law enforcement, ambulance services, and school districts in the event of an emergency through the use of Highway Department equipment to be operated by Highway employees, and conditioned upon the Superintendent's providing a written report to the Town Board of the cost of such assistance is more than \$500, within 14 business days of the deployment of any such assistance; and be it further

RESOLVED that Paula Cooper be reappointed as Secretary to the Fire Code Appeals Board, the Zoning Board of Appeals, the Planning Board, the Ethics Board and the Emergency Services Advisory Board for a term ending on December 31, 2026 at a salary as budgeted; and be it further

RESOLVED that, pursuant to Highway Law 143, the hourly rates for hired trucks and equipment for the Highway Department for the year 2026 are set forth in Appendix B; and be it further

RESOLVED that the Highways Superintendent is permitted to hire seasonal help, including wingmen and laborers, within the budget limits; and be it further

RESOLVED that a base rate of seventeen dollars (\$17) per hour be set for the Town Highway Department for all new seasonal employees and seventeen dollars (\$17) for returning seasonal employees or other extra help on a part-time basis in conjunction with summer help, to be paid from the Highway Department, with the approval by the Town Board pursuant to NYS Highway Law 140(4) for the year 2026; and be it further

RESOLVED that the Highways Superintendent, pursuant to Section 142, Subdivision 1(a) of the Highway Law, is authorized to purchase special tools and other implements required in the operation of the Highway Department, equipment not to exceed ten thousand (\$10,000) dollars and thirty-five thousand (\$35,000) dollars for each public works project according to NYS Law and Town of Clifton Park procurement guidelines for the year 2026; and be it further

RESOLVED that the Highways Superintendent is authorized to purchase tools and equipment for the Highway Department per General Municipal Law, Section 103, Subdivision 6, at authorized auctions conducted by governmental organizations within the State of New York for amounts not to exceed limitations set by the 2026 budget; and be it further

RESOLVED that the Highways Superintendent is authorized to assign Highway personnel to remove the remains of animals that have been struck by vehicles and then wandered onto private property at the request and mutual agreement of a homeowner; and be it further

RESOLVED that the Maintenance Division of the Highway Department may perform the repairs and maintenance of vehicles from the Buildings and Grounds Department, Building and Development Department, Clifton Park Sewer Department, Clifton Park Water Authority, Town Security Department, Town Hall vehicles, Senior Vans, Transfer Station and Parks and Recreation Department, at a flat labor rate of \$50/hr. per employee, and direct costs for replacement parts; and be it further

RESOLVED that the Sewer Department will perform sewer related services for Town Departments for the year 2026 at rates as set forth in Appendix C; and be it further

RESOLVED that the Department of Building and Grounds will perform maintenance and other labor for park districts for the year 2026 for the following flat labor rates: Laborer/MEO @ \$30 per hour, Supervisor @ \$40 per hour and Director @ \$50 per hour; and be it further

RESOLVED that Town employees, with the approval of the Department head and the Town Board, are authorized to attend training courses related to their employment and be reimbursed for all expenses associated therewith provided they submit appropriate documentation within 10 days after the course ends; and be it further

RESOLVED that the mileage rate of reimbursement for the use of town employees' cars shall be consistent with IRS established rates; and be it further

RESOLVED that the Procurement Policy and Procedures, which are attached as Appendix D, are hereby adopted for the year 2026; and be it further

RESOLVED that the payroll matrix for the non-union employees and part-time and half-time employees, a copy of which is attached as Appendix E, is approved for 2026; and be it further

RESOLVED that the employees identified in Appendix F, "Employees Authorized to Approve Purchases," as amended and effective January 6, 2026, to approve purchases on behalf of the Town in accordance with the Town's Procurement Policy, and adopted purchasing procedures.

ROLL CALL VOTE

Ayes: Councilwoman Bellamy, Councilman Fantini, Councilman Manir

Noes: Councilwoman Reid, Supervisor Barrett

DECLARED ADOPTED

January 6, 2026

Caitlin Fantini, Town Clerk



RESOLUTION

#6

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. _____ of 2026, a resolution authorizing the raising of the Pride flag on a Town flagpole during the month of June in recognition of Pride Month.

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

WHEREAS, the Town of Clifton Park is home to a diverse population, including many LGBTQ+ individuals and families who contribute meaningfully to the social, cultural, and economic life of our community; and

WHEREAS, raising the Pride flag during the month of June would serve as a visible symbol of inclusion, respect, and support for LGBTQ+ residents and families; and

WHEREAS, Pride Month offers an important opportunity to celebrate diversity and affirm the importance of equality, belonging, safety, and acceptance for all members of our community; and

WHEREAS, many municipalities across New York State recognize Pride Month by flying the Pride flag; now, therefore, be it

RESOLVED, that the Town Board of the Town of Clifton Park hereby authorizes the raising of the Pride flag on a Town flagpole during the month of June in recognition of Pride Month and in support of the Town's commitment to being a welcoming and inclusive community for all.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, May 1, 2026 12:05 AM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #2867

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

Department: Town Board

Your Name: Mario Fantini

Your Email: mfantini@cliftonpark.org

Sponsor: Mario Fantini

Agenda Session Date: 05/05/2026 ✓

Board Meeting Date: 05/05/2026 ✓

Alternate Date: 05/05/2026

Budget Number: NA

Budget Description: NA

Amount: NA

Brief Description: Resolution No. _____ of 2026, a resolution authorizing the raising of the Pride flag on a Town flagpole during the month of June in recognition of Pride Month.

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

WHEREAS, the Town of Clifton Park is home to a diverse population, including many LGBTQ+ individuals and families who contribute meaningfully to the social, cultural, and economic life of our community; and

WHEREAS, raising the Pride flag during the month of June would serve as a visible symbol of inclusion, respect, and support for LGBTQ+ residents and families; and

WHEREAS, Pride Month offers an important opportunity to celebrate diversity and affirm the importance of equality, belonging, safety, and acceptance for all members of our community; and

WHEREAS, many municipalities across New York State recognize Pride Month by flying the Pride flag; now, therefore, be it

RESOLVED, that the Town Board of the Town of Clifton Park hereby authorizes the raising of the Pride flag on a Town flagpole during the month of June in recognition of Pride Month and in support of the Town's commitment to being a welcoming and inclusive community for all.

Add Supporting Docs:

[6a6bead239b1a220_IMG_1899.jpg](#)

Additional Comments/Details: NA

Agree to Terms: Agree

[unsubscribe](#)

Dear Members of the Clifton Park Town Board,

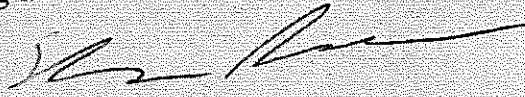
I am writing to respectfully request that the Town of Clifton Park raise a Pride flag on a town flagpole during the month of June in recognition of Pride Month and in support of LGBTQ+ residents and families in our community.

Clifton Park is home to a diverse population, including many LGBTQ+ individuals and families who contribute meaningfully to the social, cultural, and economic life of our town. Raising the Pride flag would serve as a visible symbol of inclusion, respect, and support, signaling that our community values all its members.

Pride Month offers an opportunity not only to celebrate diversity, but also to affirm the importance of equality and belonging. For LGBTQ+ youth and families in particular, public expressions of support from local leadership can have a meaningful and lasting impact, helping to foster a sense of safety and acceptance.

Many municipalities across the state have chosen to recognize Pride Month in this way, and I believe Clifton Park can demonstrate similar leadership and community spirit.

Thank you for your time and consideration. I hope you will give this request thoughtful consideration to affirm Clifton Park's commitment to being a welcoming and inclusive community for all.

Sincerely, 

Shahila Abbasi



RESOLUTION

#7

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. ___ of 2026, a resolution appointing two members to the Town of Clifton Park Ethics Board.

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

WHEREAS, the town board adopted Local Law No 16 of 1989 on August 21, 1989, by resolution 357 of 1989 titled the “Town of Clifton Park Disclosure and Ethics Law”; and

WHEREAS, Local Law No. 16 of 1989 included section 17 subdivision 5 which purported to allow amendments to the Town of Clifton Park Disclosure and Ethics law only by a supermajority of four out of five town board member votes; and

WHEREAS, Local Law no. 16 of 1989 included section 13 subdivision 5 which purports to require a supermajority of unanimous consent of the Town Board to appoint members to the Town Ethics Board; and

WHEREAS, Municipal Home Rule law section 23(2)(f) states that “Except as otherwise provided by or under authority of a state statute, a local law shall be subject to mandatory referendum if it ... [a]bolishes, transfers or curtails any power of an elective officer.”; and

WHEREAS, in 2007, the New York State Court of Appeals decided in the case of Mayor of New York v. Council of New York, 2007 Lexis 1564 at page 11 that “a law curtails the power of an elected officer if it impairs a power conferred on the officer within the framework of local government” ; and

WHEREAS, on August 28, 2007, the New York State Attorney General determined that any local law that requires a supermajority in order to be amended curtails the power of local government and may be made effective only upon submission to the electorate and approval by a public referendum; and

WHEREAS, the provision at paragraph 17 subdivision 5 of Local Law no. 16 of 1989 that purported to require a supermajority in order to amend Local Law No. 16 of 1989 was not presented to the electorate for approval by mandatory referendum; and

WHEREAS, therefore, the provision at paragraph 17 subdivision 5 of Local Law No 16 1989 of the Town of Clifton Park Ethics Law requiring a supermajority to amend the local law is null and void and of no effect; and

WHEREAS, the provision at paragraph 13 subdivision 5 of Local Law no. 16 of 1989 that purported to adopt the requirement of unanimous approval in order to appoint any members to the Town of Clifton Park Ethics Board was not presented to the electorate for approval by mandatory referendum; and

WHEREAS, further therefore, section 13 subdivision 5 of Local Law No. 16 of 1989 that requires unanimous approval in order to appoint any members to the Town of Clifton Park Ethics Board is null and void and of no effect; and

WHEREAS, the Town of Clifton Park Disclosure and Ethics Law may and shall be amended by the Town Board by normal order, specifically majority vote of the Town Board; and

WHEREAS, the members of the Town of Clifton Park Ethics Board may and shall be appointed by normal order, specifically by majority vote of the Town Board; now, therefore be it

RESOLVED, that the Town Board hereby appoints Marvin LeRoy and Julia Luning Tristan as members of the Town of Clifton Park Ethics Board effective immediately and for terms that expire December 31, 2028.



RESOLUTION

#8

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. ___ of 2026, a resolution adopting a local law to amend Town Code Chapter 17, Code of Ethics.

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

WHEREAS, Local Law No. 16 of 1989 (the Town of Clifton Park Disclosure and Ethics Law), paragraph 13 subdivision 5, as adopted, requires unanimous approval of the Town Board to appoint members to the Town of Clifton Park Ethics Board, and

WHEREAS, this provision of the Local Law, by operation of Municipal Home Rule Law, Section 23 (2) (f) is null and void and of no effect, and

WHEREAS, Local Law No. 16 of 1989, paragraph 17 subdivision 5, as adopted, allows amendments to the Town of Clifton Park Disclosure and Ethics Law only by a supermajority of four (4) out of five (5) Town Board members, and

WHEREAS, this provision of the Local Law, by operation of Municipal Home Rule Law, Section 23 (2) (f) is null and void and of no effect, and

WHEREAS, if the Town Board of the Town of Clifton Park cannot agree on new members by unanimous consent by Local Law No. 16 of 1989, as adopted, it requires new members to be appointed by the Saratoga County Ethics Board, as set forth in Chapter 17, Ethics code, §17-13, and

WHEREAS, the County Ethics Board lacks the authority and should have no authority to appoint members of a Town of Clifton Park Disclosure and Ethics Board, and

WHEREAS, it is appropriate that the power to appoint members and the chairperson of the Town of Clifton Park Disclosure and Ethics Board be appointed by a majority vote of the Town Board, and

WHEREAS, on February 24, 2026, the Town Board held a public hearing on a proposal to consider these amendments to Town Code Chapter 17, Code of Ethics; now, therefore, be it

RESOLVED, that Local Law No. ___ of 2026, a local law to allow the appointment of members to the Clifton Park Disclosure and Ethics Board, by a majority vote of the Town Board, to allow amendments to the Clifton Park Disclosure and Ethics Law by majority vote of the Town Board, to delete any reference or referral to the Saratoga County Ethics Board and to have the chairperson of the Clifton Park Disclosure and Ethics Board appointed by a majority vote of the Town Board, as detailed in the attached, is adopted; and be it further

RESOLVED, that this local law shall take effect immediately.

Proposed changes to Chapter 17 Ethics Code

§17-13 **Ethics Board**

C.

The [Ethics Board] Town Board shall select [its own] the Ethics Board Chairman for a one-year term.

E.

The Ethics Board members shall be appointed by [unanimous consent of] majority vote of the Town Board.

[G.]

[In the event the Town Board is unable to fill the vacancies as set forth hereinabove, then, in such case, the County Board of Ethics shall select the individuals to fill any vacancies.]

And paragraphs H. I. and J. are to be re-lettered paragraphs G. H. and I.



RESOLUTION

#9

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. _____ 2026, a resolution approving the provisional appointment of Donovan Ryan as Senior Center Program Coordinator, per civil service classification, in the Clifton Park Senior Community Center.

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

WHEREAS, an opening exists at the Senior Community Center for a Program Coordinator and the position was advertised on April 9, 2026, and

WHEREAS, after interviewing Mr. Ryan, Sue Leonard, Director of Clifton Park Senior Community Center, has recommended that Mr. Ryan fill the position of Senior Center Program Coordinator, and

WHEREAS, the appointment is provisional pending the next sitting for the civil service testing for this position; now, therefore, be it

RESOLVED, that the Town Board, hereby authorizes the provisional hiring of Donovan Ryan, pending civil service examination, to fill the position of Senior Center Program Coordinator Grade 4, Step 2, Year 1 (\$30.17hour - \$55,121/year), effective May 18, 2026, and be it further

RESOLVED, that the Comptroller is authorized to transfer according to the attached Schedule A.



RESOLUTION

#10

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. _____ of 2026, a resolution increasing General Fund Trips & Tours – Senior Center revenues and expenditures by \$22,300 for a multi-day trip to the Mirror Lake Inn, Lake Placid, NY, September 9-10, 2026.

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

WHEREAS, the Clifton Park Senior Community Center has offered a multi-day trip/tour to the Mirror Lake Inn in Lake Placid, NY, September 9-10, 2026, and

WHEREAS, the Senior Community Center will collect fees from participants for the 2-day/1-night trip; now, therefore, be it,

RESOLVED, that 2026 (General Fund - Trips & Tours), revenues account A-2031 is hereby increased by \$22,300 and expenditures account A-6773-77, (General Fund-Clifton Park Senior Center-Trips & Tours) is increased by \$22,300.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, April 8, 2026 11:47 AM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagnello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #2768

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

Department: Senior Center
Your Name: Susan Leonard
Your Email: sleonard@cliftonpark.org
Sponsor: Phil Barrett
Agenda Session Date: 04/21/2026 ✓
Board Meeting Date: 05/05/2026 ✓
Alternate Date: 05/19/2026
Budget Number: A6773-77 Trips & Tours
Budget Description: Increase the General Fund Trips & Tours-Senior Center Revenues and Expenditures
Amount: \$22,300
Brief Description: Multi Day trip. *\$22,300 per S. Leonard 4/9 email*
Senior Center Revenues \$22,300 and Expenditures by ~~\$19,572~~
There is no cost since Seniors sign up and pay for the trip.
Add Supporting Docs:

[ab3e25d6031a80f4_Mirror_Lake_Inn-Budget_Increase-September_9-10.xlsx](#)

Additional Comments/Details: Income will go up with expense and will be a wash. We will not have an exact amount until people sign up and pay for the trip. I presented 2 possibilities for number of seniors 30 to 55 attendess, and single rooms or double.

Agree to Terms: Agree

[unsubscribe](#)

Clifton Park Senior Community Center - Multi Day Trip Mirror Lake Inn-Murder Mystery September 9-10, 2026

Request for Budget Increase : Income \$22,300 Expense \$19,572

		Cost		Expense		Charge		Income	
Hotel Rooms, Meals	\$265/pp	55 guests-30 rooms (10 sgl, 20 dbl)		\$ 14,575.00		\$550 sgl x 10 guests \$420 dbl x 40 guests		\$ 5,500.00	\$ 16,800.00
Murder Mystery USA				\$ 1,590.00					
Motorcoach				\$ 2,175.00					
Incidentals				\$ 200.00					
Hotel Room, Meals-driver, escort, performers				\$ 1,032.00					
				\$ 19,572.00				\$ 22,300.00	

Hotel Rooms, Meals	\$265/pp	30 guests-20 rooms (10 sgl, 10 dbl)		\$ 7,950.00		\$550 sgl x 10 guests \$420 dbl x 20 guests		\$ 5,500.00	\$ 8,400.00
Murder Mystery USA				\$ 1,590.00					
Motorcoach				\$ 2,175.00					
Incidentals				\$ 200.00					
Hotel Room, Meals-driver, escort, performers				\$ 1,032.00					
				\$ 12,947.00				\$ 13,900.00	

**\$150 Deposit by
April 30
Balance July 15**

Clifton Park Senior Community Center – Town of Clifton Park
6 Clifton Commons Court, Clifton Park, NY 12065
O: 518-383-1343 Sue's C: 518-888-6051
Monday – Friday 9:00 AM – 4:00 PM

Please arrive for all trips at least 15 minutes before departure

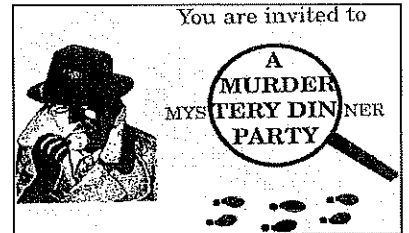
Mirror Lake Inn Resort Lake Placid 2026 – 2-day trip

September 9 9am – September 10 5pm

\$420 Double/\$550 Single (nonmembers + \$20)



Lake/Mountain view Rooms, Professional
Theater Group, Transportation
Dinner, Breakfast.
Fire Pit, Private Beach, Paddleboards,
Canoes, Hot Tub, Pool and more.



Join us for a unique, fun, and unforgettable time that will put you smack dab in the middle of a homicide investigation.

Heralded by the media as a phenomenon and new form of audience participation theater. This offers a chilling opportunity for ordinary people with a passion for cold blooded murder...diabolical clues... and ingenious detective work to indulge themselves in one of the most unusual, exhilarating, and spine-tingling experiences they've ever had!

All trips must be paid for in full when signing up for the trip.

All trips will begin and end at the Clifton Park Ice Arena, 16 Clifton Common Blvd.

There are no Refunds unless the trip is cancelled.

All checks should be made payable to the Town of Clifton Park and mailed to 6 Clifton Common Court, Clifton Park, NY

Mirror Lake Inn Resort, Lake Placid

September 9-10, 2026

Name: _____ Telephone #: _____

Roommate Name: _____ Telephone #: _____

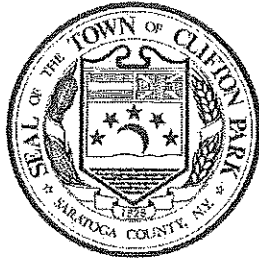
Email Address: _____

Emergency Contact Name & Telephone: _____

Cell Phone that you will have on the trip: _____

Choose one item from each line below:

- Grilled Filet Mignon & Seared Faroe Island Salmon Filet Zinfandel marinated Pork Tenderloin Pan roasted Chicken Breast
 Caprese Salad Lobster Bisque Shrimp Cocktail
 Maple Cheesecake Chocolate Ganache Tart w/Sea Salt, Nuts & Whip Cream



RESOLUTION

#11

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. _____ of 2026, a resolution authorizing the purchase of a new sewer inspection camera system for the Highway Department from Elxsi dba CUES, pursuant to a H-GAC (Houston-Galveston Area Council) Contract.

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

WHEREAS, Highway Superintendent Dahn Bull, has requested authorization to purchase a new storm water sewer inspection camera system from Elxsi dba CUES, pursuant to a competitive procurement process through the H-GAC, for use by the Highway Department, and

WHEREAS, pursuant to General Municipal Law §103(16), and the Town's Procurement Policy, municipalities are authorized to purchase materials, equipment or supplies through publicly bid contracts of another state or political subdivision, thereof, and

WHEREAS, H-GAC has a nationwide, government procurement service cooperative known as HGACBuy, and was established pursuant to Texas Interlocal Cooperation Act [Texas Local Government Code, Title 7, Chapter 791], and

WHEREAS, Mr. Bull advises that the storm water sewer inspection camera system available through HGACBuy Contract #SC06-24, will best meet the needs of the department; now, therefore, be it

RESOLVED, that the Highway Department is authorized to purchase the C550 Large Standard Package TV Inspection System referenced above, pursuant to HGACBuy contract #SC06-24, in an amount not to exceed \$78,774, to be paid from DA-5130-219 (Highway Fund – Vehicle – Equipment).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, April 10, 2026 11:52 AM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagnello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #2774

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

Department: Highway Department

Your Name: Dahn Bull

Your Email: dbull@cliftonpark.org

Sponsor: D. Bull

Agenda Session Date: 04/21/2026 ✓

Board Meeting Date: 05/05/2026 ✓

Alternate Date: 05/05/2026

Budget Number: DA-5130-219

Budget Description: Vehicle/Equipment

Amount: \$78,773.74

Brief Description: A resolution purchasing a storm water sewer inspection camera system under the HGAC Cooperative Purchasing Contract.

Contract Number SC06-24, purchasing a C550 Flexitrax Large Standard Package - portable inspection system motorized drum with up to 1000' of cable, 8" crawler with lift, pan and tilt camera for pipe inspection of 8" to 36" diameter pipes. Comes complete with with Downhole System and Command Module with built in joysticks.

6% Discount with Cooperative Contract Agreement.

Also pays for a trainer and on site training for 2 days.

Add Supporting Docs:

[8357479d88ae889d_HGAC_CUES_Camera_Contract.pdf](#)

[5bb5eca48b45ddf1_C550_Quote_and_Specs.pdf](#)

Additional Comments/Details: Here's a link to the C550 product page on our website and also to a brochure/pamphlet.

<https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fcuesinc.com%2fequipment%2fflexitrax-C550c&c=E,1,FD0QLloHE6tAr2OSHWijbybtglcV0YYMcQNiEnkrUH3uzaFRcKyQV71R9Bof9nDC7NohHVVHLHxGjH57j9LVlxiNq-4rqyNM0pGK4yMDXhqtrMEXYVPH8mnCQA,,&typo=1>

flexitrax C550c | CUES - Go the Distance -

<https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fcues-resources.s3.us-east->

2.amazonaws.com%2fBrochures%2fCUES%2fIndividuals%2fflexitrax%2bC550c%2bLoRes.pdf&c=E,1,y
P7HEWtTf2uasdHLO-
u6Kcq10y5iQKL49NJWx6bUwZ0cQUOfn5UbUL4vY1Qo5XKqk8nb38GvW_X5UViU8lYWE1pYeFuVemaVB
29NLbeseOFeXEiStqADLMVI&typo=1

CUES Webinar Series: Portable Sewer Inspection Systems Featuring the CUES C550c - YouTube
https://www.youtube.com/watch?v=w4O6_zOWH64

Agree to Terms: Agree

[unsubscribe](#)

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - CUES, Inc. - Public Services - ID: 12571- SC06-24

Contract
ID#

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and CUES, Inc., hereinafter referred to as the Contractor, having its principal place of business at 3600 Rio Vista Avenue, Orlando, FL 32805.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETTIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Jun 01 2024 and ends May 31 2028. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for

any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the

Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractor's subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d)

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master

Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the

performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM prior to submitting an application or plan; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

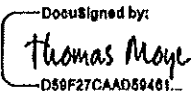
In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must

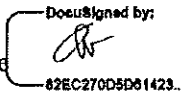
comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

CUES, Inc.

Signature 
Name Thomas Moye
Title Chief Financial Officer
Date 5/23/2024

Signature 
Name Chuck Wemple
Title Executive Director
Date 5/23/2024

H-GAC

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - CUES, Inc. - Public Services - ID: 12571

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Request For Proposal #SC06-24

Title: Sewer/Storm Water, Hydro-Excavating Equipment and Related Services

4. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract – The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

4.1. Categories

This Solicitation is divided into ten (10) separate but related product categories (A-J). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer. Please note: awarded contracts for SC06-24 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles or equipment must list these vehicles in Category H. If that specific product is also available with an internal combustion engine (ICE), please list the ICE vehicle separately in the appropriate vehicle category. Category H should only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

- A. Sewer/Storm Water/Pipeline Cleaners - Truck and Trailer mounted
- B. Jet Rodders - Truck and Trailer mounted
- C. Hydro-Excavators - Truck and Trailer mounted
- D. Sewer/Storm Water/Pipeline Inspection System - portable
- E. Sewer/Storm Water/Pipeline Inspection System Vans and Trailers
- F. Miscellaneous Sewer/Storm Water Cleaning Vehicles/Equipment
- G. Miscellaneous Sewer/Storm Water Cleaning Services
- H. Electric/Alternative Fuel Sewer/Storm Water Cleaning, Hydro-Excavator, Inspection, or related vehicles

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

- I. Sewer/Storm Water Cleaning and related vehicle Service/Maintenance Plans

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

Request For Proposal #SC06-24

Title: Sewer/Storm Water, Hydro-Excavating Equipment and Related Services

J. Sewer/Storm Water Cleaning and related vehicle Parts and Supplies

Response listing need only to include catalog name and percentage discount.

Please include in your response a complete listing or catalog of vehicle option packages, dealer options, and accessories separately. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model. Please upload in Section 10.1.6 - no zip files can be accepted.

This solicitation does not include the following types of vehicles, which are included in other HGACBuy contracts:

Earth Moving and Construction Equipment (EM06-19),

Street Sweeping Equipment (SW04-20),

Grounds and Turf Equipment (GR01-20), or

Medlum and Heavy Duty Trucks and Truck Bodies (HT06-21).

4.2. Manuals and Base Model Specs

- A. Contractor must supply at the time of delivery, at least one complete owner's manual or complete operations and service documentation covering the completed vehicles as delivered and accepted.
- B. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each base model on the response listing. Please upload in Section 10.1.5 - no zip files can be accepted.

4.3. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

4.4. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date

Request For Proposal #SC06-24

Title: Sewer/Storm Water, Hydro-Excavating Equipment and Related Services

- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

Attachment A
 CUES, Inc.
 Sewer/Storm Water, Hydro-Excavating Equipment and Related Services
 Contract No.: SC06-24

Manufacturer	Model	Item Description	Offered List Price	HGACBuy Discount
Category D - Sewer/Storm Water/Pipeline Inspection System-Portable				
Cues, Inc.	D1 - Mark 3 System	Mark3 - Portable Mainline TV Inspection System", including: Pan and Tilt Zoom camera, Ultra Shorty self propelled tractor for 6"-15" lines, LCD Display with built in Power Control Unit, keypad and mounted on reinforced RAM assembly, built in DVR, compact reel with 1000' multi-conductor TV cable, auto payout retrieve and footage head, downhole equipment and one day training	\$ 107,160.00	6%
Cues, Inc.	D2 - QZII Pole Camera	QZ III Zoom Pole Camera system, including: wireless high definition camera, distance to defect, M.L.A.P. lighting, extendable telescoping pole, rechargeable battery and wireless control via GNET software(software sold separately).	\$ 20,478.00	6%
Cues, Inc.	D3 - MP+ Portable Pipeline Inspection System	MP+ - Portable Pipeline Inspection System : Portable lateral & mini-mainline push system. This modularly designed system stands out by integrating all of the most sought after features including video tiling, video inspection coding, digital recording and portability into an easy to use and intuitive package. System includes a miniature self leveling camera with built in sonde, stainless steel durable wheeled coiler with 200' of push cable and large 8.4 industrial grade monitor with built in tiling and digital recording in a weather/water resistant enclosure for 2"-12" pipelines.	\$ 19,900.00	6%
Cues, Inc.	D4 - C541 Flexiprobe Plumbers Portable Inspection System	C541 Flexiprobe® Plumbers including Command Center, Mini reel with 100' push rod, 1" color camera, universal flexispring, skid set.	\$ 8,533.00	6%
Cues, Inc.	D5 - C541 Flexiprobe Mini Portable Inspection System	C541 Flexiprobe® Mini including Command Center, Mini reel with 115' push rod, 1" color camera, universal flexispring, skid set.	\$ 9,842.00	6%
Cues, Inc.	D6 - C542 Flexiprobe Standard Portable Inspection System	C542 Flexiprobe® Standard including Command Center, Standard reel with 200' push rod, 1" self-leveling color camera, universal flexispring, skid set.	\$ 10,695.00	6%
Cues, Inc.	D7 - C543 Flexiprobe Standard Portable Inspection System	C543 Flexiprobe® Standard including Command Center, Standard reel with 500' push rod, 1" self-leveling color camera, universal flexispring, skid set.	\$ 19,054.00	6%
Cues, Inc.	D8 - C550 Flexitrac Small Standard Portable Inspection Package	C550 Flexitrac Small Standard Package - Portable Inspection System, Motorized Drum with up to 1000' cable, 6" crawler with lift, Pan & Tilt Camera for Pipe Inspection of 6-18" diameter pipes. Comes complete with Downhole System and Command Module with built in joysticks.	\$ 62,623.00	6%
Cues, Inc.	D9 - C550 Flexitrac Large Standard Portable Inspection Package	C550 Flexitrac Large Standard Package - Portable Inspection System, Motorized Drum with up to 1000' cable, 8" crawler with lift, Pan & Tilt Camera for Pipe Inspection of 8" - 36" diameter pipes. Comes complete with Downhole System and Command Module with built in joysticks.	\$ 79,398.00	6%
Category E - Sewer/Storm Water/Pipeline Inspection System Vans & Trailers				
Cues, Inc.	E1 - Hi-Cube Van Installation (Vehicle Provided by Customer)	Hi-Cube Van Installation (vehicle provided by customer) which includes: 14' aluminum hi-cube body with full height walk thru to viewing room from cab; Evolution Hi-Cube interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system with 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$ 205,050.00	6%
Cues, Inc.	E2 - Hi-Cube Van TV Inspection Vehicle	Hi-Cube Van TV Inspection Vehicle - Ford E450 Cutaway Van, 158" wheelbase, gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 14,050 GVW which includes: 14' aluminum hi-cube body with full height walk thru to viewing room from cab; Evolution Hi-Cube interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system with 22" LCD rack-mounted monitor; rack-mounted DVR; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training	\$ 254,250.00	6%
Cues, Inc.	E3 - Step Van Installation (Vehicle Provided by Customer)	Step Van Installation (vehicle provided by customer) which includes: 16' Step Van body with Evolution Interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system with 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$ 235,522.00	6%

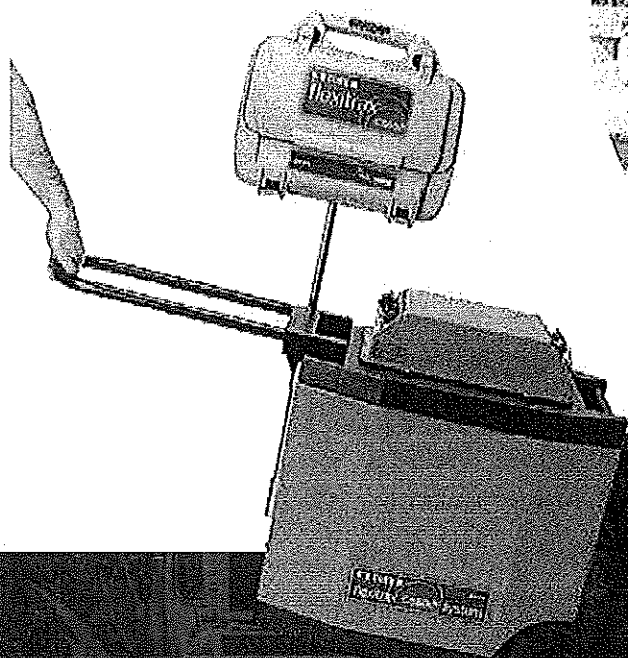
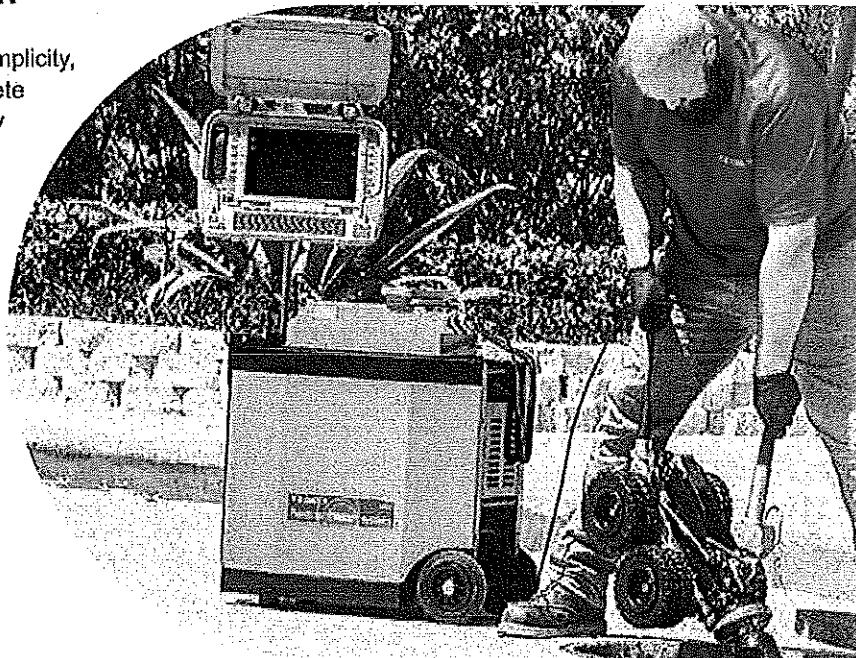
Cues, Inc.	E4 - Step Van TV Inspection Vehicle	Step Van TV Inspection Vehicle - Ford F39 Step Van chassis, 178" wheelbase, gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 19,500 GVW which includes: 16' Step Van body with Evolution interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system with 22" LCD rack-mounted monitor; rack-mounted DVR-SD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training	\$ 288,628.00	6%
Cues, Inc.	E5 - Sprinter Installation (Vehicle Provided by Customer)	Sprinter Van Installation (vehicle provided by customer) which includes: Evolution Sprinter interior carpentry and outfitting; 7.5 KW Diesel on-board generator, Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system; 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$ 186,863.00	6%
Cues, Inc.	E6 - Sprinter TV Inspection Vehicle	Sprinter TV Inspection Vehicle - Mercedes-Benz Sprinter 170" wheelbase, diesel engine, automatic transmission, cab air conditioning, AM/FM Radio, 11,030 GVW which includes: 14' body, Evolution Sprinter interior carpentry and outfitting; 7.5 KW Diesel on-board generator, Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system; 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$ 261,636.00	6%
Cues, Inc.	E7 - Ford Transit Installation (Vehicle Provided by Customer)	Ford Transit Van Installation (vehicle provided by customer) which includes: Evolution interior carpentry and outfitting; 7 KW on-board generator, Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system; 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$ 182,548.00	6%
Cues, Inc.	E8 - Ford Transit TV Inspection Vehicle	Ford Transit TV Inspection Vehicle - Ford Transit, 148" wheelbase, 3.7 L gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 10,360 GVW which includes: Evolution interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system; 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$ 245,526.00	6%



flexitrax C550c
PORTABLE SYSTEM

FAST. FLEXIBLE. FIELD-READY.

The CUES flexitrax C550c is designed for simplicity, speed, and performance, helping you complete more inspections with less setup time. Ready to use in just 30 seconds, this modular system combines portability with powerful functionality, allowing you to focus on what matters most: accurate, efficient inspections.



WHY CHOOSE THE CUES flexitrax C550c?

✦ Built for Productivity -

- Quick setup, simple operation: An intuitive interface with a large 12.1" HD daylight-viewable screen and full-size keyboard streamlines every step of your inspection.
- All-day power: High-capacity lithium-ion battery delivers up to a full day of typical use.
- Flexible memory and connectivity: 128GB solid-state storage plus USB, HDMI, and Ethernet connections for seamless data transfer.
- Instant report sharing: Send reports instantly via WiFi, Dropbox, or email.
- Incorporates reporting templates that comply with multiple standards to meet most needs: Basic1, MSCCx2, WinCan3

✦ Pushrod Compatibility -

Connect a range of pushrod reels for small-diameter inspections down to 1¼" (32mm), ideal for residential, lateral, or confined access lines.



Versatile by Design -

- Inspect pipes from 6" (152mm) to 60" (1500mm) with a single, modular system that adapts to your needs. Use a pushrod to survey pipes as small as 1¼" (32mm).
- **Cameras:** Choose from forward-view, pan & tilt, or pan & tilt with 10x optical zoom.
- **Wheels:** Select small, medium, or large wheel sets (with spacers) for varying pipe sizes and terrains.
- **Elevators:** Available in manual or powered versions for centered inspection up to 36" (900mm).
- **Cradle Assembly:** Pair with a large crawler for centered inspection up to 60" (1500mm).
- The system can be paired with a range of products and accessories including a laser profiler, pan/tilt/zoom cameras, and high lift cradles.



- Modular system adapts to multiple inspection needs
- Portable, lightweight, and field-proven
- High-quality HD imaging and data management
- Engineered for reliability and ease of use
- Backed by CUES service, training, and support



Seamless Software Integration -

Integrate the flexitrac C550c with CUES's GraniteNet Software to generate NASSCO-compliant reports (PACP, LACP, and MACP). Expand your service offerings and deliver professional, data-driven reports with ease.

Experience flexibility and precision in every inspection; choose the flexitrac C550c from CUES. Call today for a free demo and discussion.



RESOLUTION

#12

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. of 2026, a resolution authorizing the sale of equipment declared surplus by the Town Board and Highway Department to sell the surplus equipment at public auction.

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

WHEREAS, Dahn Bull, Highway Superintendent, has identified vehicles/equipment per the below list, as surplus property:

Unit	Year	Make	Model	VIN/Info
#9	2003	Freightliner	FL80	1FVABXAKX3BK47320
#62	2000	International	257	1HTGEAHRTYH250456
#24	2003	Ford	F350	3FTSF31603MB28516
#73	2008	Chevrolet	3500	1GCHK241(78E10166
Mower	1987	Ford	540A	BB27263
Trailer	1997	Howe	513T	1H9421F12V0194256
Chipper	2003	Morbark	SP111HP3	Serial#176819
Snowblower	2006	Erskine	ES2400	72" Snowblower
Snowblower	2010	Erskine	T2010X60	60" Snowblower

Various Vehicle Parts — Distributor caps, rotors, spark plugs, breaks, bearings, etc.
, and

WHEREAS, based upon the recommendation of Mr. Bull, the Town Board declares the items on the above list as surplus: now, therefore, be it

RESOLVED, that the Town Board authorizes the Highway Department to sell the surplus equipment listed above, as is, through an upcoming online public auction.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, April 13, 2026 2:46 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #2781

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

Department: Highway Department

Your Name: Dahn Bull

Your Email: dbull@cliftonpark.org

Sponsor: D. Bull

Agenda Session Date: 04/21/2026 ✓

Board Meeting Date: 05/05/2026 ✓

Alternate Date: 05/05/2026

Budget Number: NA

Budget Description: NA

Amount: NA

Brief Description: Resolution No. _____ of 2026, a resolution authorizing the sale of equipment declared surplus by the Town Board and Highway Department to sell the surplus equipment at public auction.

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

WHEREAS, Dahn Bull, Highway Superintendent has identified vehicles/equipment per the below list, as surplus property,

Unit Year Make Model VIN/Info

#9 2003 Freightliner FL80 1FVABXAKX3HK47320

#62 2000 International 257 1HTGEAHR7YH250456

#24 2003 Ford F350 3FTSF31603MB28516

#73 2008 Chevrolet 3500 1GCHK24K78E10166

Mower 1987 Ford 540A BB27263

Trailer 1997 Howe 513T 1H9421F12V0194256

Chipper 2003 Morbark SP111HP3 Serial#176819

Snowblower 2006 Erskine ES2400 72" Snowblower

Snowblower 2010 Erskine T2010X60 60" Snowblower

Various Vehicle Parts – Distributor caps, rotors, spark plugs, breaks, bearings, etc.;
and,

WHEREAS, based upon the recommendation of Mr. Bull, the Town Board declares the items on the attached list as surplus: now, therefore, be it

RESOLVED, that the Town Board authorizes the Highway Department to sell the surplus equipment, as

is, through an upcoming online public auction.

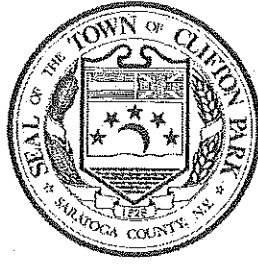
Add Supporting Docs:

[14c8a2e3b486b44a_Resolution_Surplus_Equipment_Vehicle_Parts_April_2026.pdf](#)

Additional Comments/Details: None at this time

Agree to Terms: Agree

[unsubscribe](#)



RESOLUTION

#13

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. _____ of 2026, a resolution contracting for paving services and paving related materials for the Town's Highway Department.

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

WHEREAS, pursuant to Section 103 (16) of the General Municipal Law, municipalities in New York may acquire services through contracts let by the State, or another political subdivision of the State, through a public bidding process which was held in compliance with the statute, and

WHEREAS, the Highway Department has requested authorization to enter into contracts with Evolution Construction Services, Mechanicville, NY, to establish services rates for equipment and labor associated with paving services based on bids awarded by the County of Saratoga after a competitive process, in compliance with GML 103, and

WHEREAS, the unaudited assigned Fund balance for the Highway Fund as of 12/31/2025 was \$1,181,043 and based on the 2026 budget amounts, an additional \$760,000 is required to balance the budget; now, therefore, be it

RESOLVED, that the Highway Superintendent is authorized to enter a pavement services contract with Evolution Construction Services, Mechanicville, NY, per Saratoga County Contract 24-PWPSR-46R, and to obtain paving related materials, in an amount up to \$2,410,000, with invoices to be paid from DA-5110-030 (Highway Fund – Highway Construction – Paving & Blacktop), \$1,000,000 and \$650,000 from DA-05112-00015 (Highway Fund – Permanent Improvements – Other Contractual), with an additional \$760,000 transferred from DA-915 (Highway Fund – Assigned Fund Balance) to DA-5110-00030 (Highway Fund – Highway Construction – Paving).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, April 14, 2026 1:34 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagnello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #2787

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

Department: Highway Department

Your Name: Dahn Bull

Your Email: dbull@cliftonpark.org

Sponsor: D. Bull

Agenda Session Date: 04/21/2026 ✓

Board Meeting Date: 05/05/2026 ✓

Alternate Date: 05/05/2026

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

Budget Description: Paving/Blacktop, Contractual (Road Paving State Funding)

Amount: \$2,410,000.00

Brief Description: A Resolution hiring Evolution Construction Services to perform paving and milling operations in the Town of Clifton Park.

We will be piggybacking off the Saratoga County Contract for Paving Services that was approved last year, and extended into this year.

Paving list and 284 agreement attached to document.

Add Supporting Docs:

[d29ec0c8bef8be70_20260414130828453.pdf](#)

Additional Comments/Details: Please note that we are currently at a 22% increase in asphalt tonnage costs (year over year) which greatly reduces the amount of paving we can complete within our budget. Additionally, futures hold that asphalt will continue to increase through the summer months.

Agree to Terms: Agree

[unsubscribe](#)



**DEPARTMENT OF
CENTRAL SERVICES**

JOHN WARMT, DIRECTOR

518.885.2210

SARATOGACOUNTYNY.GOV

50 WEST HIGH ST, BALLSTON SPA, NY 12020

MEMORANDUM

TO: Chad Cooke, Public Works
FROM: John Warmt, Purchasing *JW*
DATE: January 7, 2026
RE: Pavement Service Rates - 24-PWPSR-46R

All vendors, with the exception of HMA Contracting Corporation, have agreed to extend their prices for Pavement Service Rates, as per bid specification 24-PWPSR-46R.

The extended contract period will run from February 1, 2026 through January 31, 2027. ✂

cc: D. Mellon – All States Construction dba Gorman Construction
S. Radloff – New Castle Paving
P. Fitzgerald – Jointa Lime Company
C. Edelstein – Peckham Road Corp.
A. Santoro – DelSignore Blacktop Paving
M. Mastropietro – Callanan Industries, Inc.
J. Pickett – Evolution Construction
K. Shader – HMA Contracting Corp.
County Auditor

BID RECAP - PAVEMENT SERVICE RATES -24-PWPSR-46R - page 2 of 2

		EVOLUTION CONSTRUCTION SERVICES		
		Amy Pickett - (518) 956-4407		
Employee Category		Regular Time Per Hour	OVERTIME PER HOUR	
Broom Tractor Operator		\$121.00	\$150.00	
Paver Operator		\$125.00	\$165.00	
Reclaimer Operator		no bid	no bid	
Roller Operator		\$125.00	\$165.00	
Vacuum Truck Operator		\$121.00	\$150.00	
Screedman		\$105.00	\$145.00	
Raker		\$105.00	\$145.00	
Foreman		\$121.00	\$150.00	
Miards (Rumble strip operator)		no bid	no bid	
Truck Driver		\$99.50	\$120.00	
Skid Steer Operator		\$125.00	\$165.00	
Cold Planer Operator		\$125.00	\$165.00	
Cold Planer Groundman		\$121.00	\$150.00	
Loader Operator		\$125.00	\$165.00	
Grader Operator		\$125.00	\$165.00	
Pug Mill Operator		no bid	no bid	
Maintenance & Protection of Traffic (Flagger)		\$97.50	\$120.00	
Additional				
Excavator 0-3		\$61.50	\$61.50	Laborer
Excavator 3-5		\$147.50	\$147.50	
Cost of Materials		Cost Plus 12%		

BID RECAP - PAVEMENT SERVICE RATES -24-PWPSR-46R - page 2 of 2

EVOLUTION CONSTRUCTION SERVICES				
Amy Pickett - (518) 956-4407				
Employee Category		Regular Time Per Hour	OVERTIME PER HOUR	
Broom Tractor Operator		\$121.00	\$150.00	
Paver Operator		\$125.00	\$165.00	
Reclaimer Operator		no bid	no bid	
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Grader Operator		\$125.00	\$165.00	
Pug Mill Operator		no bid	no bid	
Maintenance & Protection of Traffic (Flagger)		\$97.50	\$120.00	
Additional				
Excavator 0-3		\$61.50	\$61.50	Laborer
Excavator 3-5		\$147.50	\$147.50	
Cost of Materials		Cost Plus 12%		

MOBILIZATION (delivery & pick-up)	TOTAL COST PICK-UP & DELIVERY EACH PIECE OF EQUIPMENT
Paver	\$700.00
Roller	\$700.00
Road Reclaimer	\$700.00
Widener	\$700.00
Mirds	no bid
Broom Tractor	\$700.00
Cold Planner	\$700.00
Skid Steer	\$700.00
Loader	\$700.00
Grader	no bid
Pug Mill	no bid

cc: C. Cooke, Commissioner of Public Works; C. Schall, County Auditor

EVOLUTION CONSTRUCTION SERVICES

Amy Pickett - (518) 956-4407

apickett@evolutionexcavating.com

PAVING	Description	Hourly Rate	Daily Rate (8 Hours)	Descr
Paver (10' Screed)	CAT 1055F1	\$187.50	\$1,500.00	Roadtec
Widener	Midland	\$196.88	\$1,575.00	Blawie
Miards (rumble strip miller)	N/A	no bid	no bid	N/A
Cold Planer	Wirtgen W210F1	\$350.00	\$2,800.00	Wirtgen
Skid Steer	CAT 299D	\$65.63	\$525.00	Bobcat
Tack Coat Distrib. Truck	ENTYRE 2000	\$150.00	\$1,200.00	Mack
Tack Coat Wagon Trailer Mounted	N/A	NO BID	NO BID	
Road Reclaimer (FDR)	N/A	NO BID	NO BID	N/A
Tri-Axle Dump Truck	Western Star or Equal	\$84.00	\$672.00	
ROLLERS	Description	Hourly Rate	Daily Rate (8 Hours)	Descr
10-12 Ton	Hamm HD 120	\$80.63	\$645.00	Hamm
8-10 Ton	Hamm HD 80	\$73.75	\$590.00	Hamm
2-5 Ton	Hamm HD 14	\$46.88	\$375.00	Hamm
Rubber Tire	N/A	no bid	no bid	Hamm
5-8 Ton (static)	N/A	no bid	no bid	Hamm
Dirt Roller	Case Dirt Roller	\$62.50	\$500.00	Cat
Tractor-Flowboy				

MISCELLANEOUS	Description	HOURLY RATE	DAILY RATE (8 HOURS)	Det
Water Truck	Ford F750 2000 Gallon	\$31.25	\$250.00	
Vacuum Truck	Mobil Sweepster	\$100.00	\$800.00	
Paving Van / Box Trailer	Box Van	\$18.13	\$145.00	
Broom Tractor	Rosco or Equal	\$37.50	\$300.00	
Loader	Case 621 E	\$67.50	\$540.00	
Grader		no bid	no bid	
Portable Pugmill		no bid	no bid	
Foreman's Truck	F-250	\$18.13	\$145.00	
Tri-Axle Trailer	Flow Boy Trailer	\$120.00	\$960.00	
Tack Coat	Material by the gallon	\$3.00	\$3.00	
Portable Work Zone Light System				



DEPARTMENT OF CENTRAL SERVICES

JOHN WARMT, DIRECTOR

518.885.2210

SARATOGACOUNTYNY.GOV

50 WEST HIGH ST, BALLSTON SPA, NY 12020

December 4, 2025

Via Email Only

John Pickett, General Manager
Evolution Construction Services, LLC
9 Industrial Park Drive
Mechanicville, NY 12118

Dear Mr. Pickett:

The instructions of the bid for Pavement Service Rates, specification 24-PWPSR-46R, provide an option to extend the contract for an additional one (1) year period. Please complete the section at the bottom of this letter and return the entire letter and a current copy of your liability insurance to the Purchasing Department by December 18, 2025.

If you have any questions, contact my office.

RECEIVED

Sincerely, DEC 15 2025

JOHN T. WARMT
Director of Purchasing

(PLEASE CHECK ONE)

[X] Evolution Construction Services, LLC agrees to extend the contract prices for Pavement Service Rates, specification 24-PWPSR-46R, for an additional one (1) year period. The extended contract period would run from February 1, 2026 through January 31, 2027.

[] Evolution Construction Services, LLC would like to terminate the contract for Pavement Service Rates, specification 24-PWPSR-46R, at the end of the current contract period (January 31, 2026).

DATE 12/10/2025

SIGNATURE [Signature]

NAME & TITLE John Pickett Member

Revolutionary By Nature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER James P. Reagan Agency 8 E Main Street P O Box 191 Marcellus NY 13108	CONTACT NAME: PHONE (A/C, No. Ext): 315-673-2094 FAX (A/C, No): 315-673-1121 E-MAIL ADDRESS: certificates@reagancompanies.com														
INSURED Evolution Construction Services, LLC 9 Industrial Park Ave Mechanicville NY 12118	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Old Republic (Captive)</td> <td>24147</td> </tr> <tr> <td>INSURER B : Merchants Mutual Ins. Company</td> <td>23329</td> </tr> <tr> <td>INSURER C : Hanover Insurance Companies</td> <td>22292</td> </tr> <tr> <td>INSURER D : Westchester Surplus Lines Insurance Company</td> <td>10172</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic (Captive)	24147	INSURER B : Merchants Mutual Ins. Company	23329	INSURER C : Hanover Insurance Companies	22292	INSURER D : Westchester Surplus Lines Insurance Company	10172	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: 342783906 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	MWZY31675225	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MWVB31675325	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP0003448	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC31675125	2/1/2025	2/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D C	Pollution Equipment & Leased/Rented Equipment			G71685458001 IHSJ30057601	4/16/2025 2/1/2025	4/16/2027 2/1/2028	\$2,000,000 See Below for \$250,000 \$25,000 Ded. Scheduled Equip \$1,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability: Additional insured is on a primary and non-contributory basis, including on-going and products completed operations coverage as required by written contract.
 Automobile: Additional insured is on a primary and non-contributory basis as required by written contract.
 Umbrella: Additional insured is on a primary and non-contributory basis as required by written contract. Umbrella coverage follows form.
 Waiver of subrogation is included on the General Liability Auto Liability, Umbrella Liability and Workers Compensation policies as required by written contract.
 John Pickett and Amy Pickett are excluded on the Workers Compensation policy.
 *C105.2 attached

CERTIFICATE HOLDER County of Saratoga 40 McMaster Street Balston Spa NY 12020	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (use street address only) Evolution Construction Services, LLC</p> <p>9 Industrial Park Ave</p> <p>Mechanicville NY 12118</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured 618-958-4407</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 47-2738178</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>County of Saratoga</p> <p>40 McMaster Street</p> <p>Balston Spa NY 12020</p>	<p>3a. Name of Insurance Carrier Old Republic (Captive) 24147</p> <p>3b. Policy Number of Entity Listed in Box "1a" MWC31676125</p> <p>3c. Policy effective period 02/01/2025 to 02/01/2026</p> <p>3d. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included. (Only check box if all partners/officers included) <input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The insurance carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

J. Michael Reagan

Approved by: _____
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: J. Michael Reagan 4/28/2025
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-673-2094

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

PROPOSAL
***** (BID RESPONSE FORM) *****

Evolution Construction Services LLC agrees to furnish Equipment and/or Manpower for Paving Operations,
 (firm name)

to the Saratoga County Public Works Department, as called for in specification 24-PWPSR-46R.

EQUIPMENT:		DAILY RATE	
TYPE	DESCRIPTION	HOURLY RATE	(8 HOURS)
<u>Paving:</u>			
Paver (10' screed)	<u>Cat 1055FI</u>	\$ <u>187.50</u>	\$ <u>1500.00</u>
Widener	<u>Midland</u>	\$ <u>196.88</u>	\$ <u>1575.00</u>
Miards (rumble strip miller)		\$ <u>NB</u>	\$ <u>NB</u>
Cold Planer	<u>Wirtgen W210FI</u>	\$ <u>350.00</u>	\$ <u>2800.00</u>
Skid Steer	<u>CAT 299D</u>	\$ <u>65.63</u>	\$ <u>525.00</u>
Tack Coat Distrib. Truck	<u>Entyre 2000</u>	\$ <u>150.00</u>	\$ <u>1200.00</u>
Tack Coat Wagon Trailer Mounted		\$ <u>NB</u>	\$ <u>NB</u>
Road Reclaimer (FDR)		\$ <u>NB</u>	\$ <u>NB</u>
Tri-Axle Dump Truck	<u>Western Star or Equal</u>	\$ <u>84.00</u>	\$ <u>672.00</u>
<u>Rollers:</u>			
10-12 Ton	<u>Hamm HD 120</u>	\$ <u>80.63</u>	\$ <u>645.00</u>
8-10 Ton	<u>Hamm HD 80</u>	\$ <u>73.75</u>	\$ <u>590.00</u>
2-5 Ton	<u>Hamm HD 14</u>	\$ <u>46.88</u>	\$ <u>375.00</u>
Rubber Tire		\$ <u>NB</u>	\$ <u>NB</u>
5-8 Ton (static)		\$ <u>NB</u>	\$ <u>NB</u>
Dirt Roller	<u>Case Dirt Roller</u>	\$ <u>62.50</u>	\$ <u>500.00</u>
		\$	\$
<u>Miscellaneous:</u>			
Water Truck	<u>Ford F750 2000 Gallon</u>	\$ <u>31.25</u>	\$ <u>250.00</u>
Vacuum Truck	<u>Mobile Sweeper</u>	\$ <u>100.00</u>	\$ <u>800.00</u>
Paving Van / Box Trailer	<u>Box Van</u>	\$ <u>18.13</u>	\$ <u>145.00</u>
Broom Tractor	<u>Rosco or Equal</u>	\$ <u>37.50</u>	\$ <u>300.00</u>
Loader	<u>Case 621e</u>	\$ <u>67.50</u>	\$ <u>540.00</u>
Grader		\$ <u>NB</u>	\$ <u>NB</u>
Portable Pugmill		\$ <u>NB</u>	\$ <u>NB</u>
Foreman's Truck	<u>F-250</u>	\$ <u>18.13</u>	\$ <u>145.00</u>
Tri-Axle Trailer	<u>Flow Boy Trailer</u>	\$ <u>120.00</u>	\$ <u>960.00</u>
Tack Coat	<u>Material by the gallon</u>	\$ <u>3.00</u>	\$ <u>3.00</u>

LABOR:

EMPLOYEE CATEGORY	REGULAR TIME	OVERTIME
	PER HOUR	PER HOUR
Broom Tractor Operator	\$ 121.00	\$ 150.00
Paver Operator	\$ 125.00	\$ 165.00
Reclaimer Operator	\$ NB	\$ NB
Roller Operator	\$ 125.00	\$ 165.00
Vacuum Truck Operator	\$ 121.00	\$ 150.00
Screedman	\$ 105.00	\$ 145.00
Raker	\$ 105.00	\$ 145.00
Foreman	\$ 121.00	\$ 150.00
Mlards (rumble strip operator)	\$ NB	\$ NB
Truck Driver	\$ 99.50	\$ 120.00
Skid Steer Operator	\$ 125.00	\$ 165.00
Cold Planer Operator	\$ 125.00	\$ 165.00
Cold Planer Groundman	\$ 121.00	\$ 150.00
Loader Operator	\$ 125.00	\$ 165.00
Grader Operator	\$ 125.00	\$ 165.00
Pug Mill Operator	\$ NB	\$ NB
Maintenance & Protection of Traffic (flagger)	\$ 97.50	\$ 120.00
	\$	\$
Excavator 0-3	\$ 61.50	\$ 61.50
Excavator 3-5	\$ 147.50	\$ 147.50
Cost of Materials	\$ Cost Plus	\$ 12%
	\$	\$
	\$	\$

MOBILIZATION (delivery & pick-up):

<u>EQUIPMENT TYPE</u>	<u>TOTAL COST DELIVERY & PICK-UP EACH PIECE OF EQUIPMENT</u>
Paver	\$ <u>700.00</u>
Roller	\$ <u>700.00</u>
Road Reclaimer	\$ <u>700.00</u>
Widener	\$ <u>700.00</u>
Miards	\$ <u>NB</u>
Broom Tractor	\$ <u>700.00</u>
Cold Planer	\$ <u>700.00</u>
Skid Steer	\$ <u>700.00</u>
Loader	\$ <u>700.00</u>
Grader	\$ <u>NB</u>
Pug Mill	\$ <u>NB</u>

Saratoga County, through its Purchasing Department, reserves the right to reject parts of any or all bids.

Saratoga County will reject any bid that does not have a signed Statement of Required Disclosures, Representations, and Certificates that includes the Non-Collusive Bidding Certificate, a Certificate of Compliance with the Iranian Divestment Act, and a Certificate for the Prevention of Sexual Harassment, and binds the bidder to their proposal (attached).

REFERENCE SHEET
***** (BID RESPONSE FORM) *****

Specification 24-PWPSR-46R - Pavement Service Rates

All bidders must complete this form providing three (3) references of past performance. References should involve projects and or service situations of similar size and scope to this bid. References must have had dealings with the bidder within the last 36 months. The County reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the bidder before the actual award of this bid and/or contract.

BIDDER'S NAME: Evolution Construction Services LLC

REFERENCE NAME: Rensselaer County

ADDRESS: 124 Bloomingrove Road

Troy Ny 12180

TELEPHONE: 518-283-0973

CONTACT PERSON: Dave Anthony

REFERENCE NAME: Town of Halfmoon

ADDRESS: 2 Halfmoon Town Plaza

Halfmoon NY 12065

TELEPHONE: 518-371-7410

CONTACT PERSON: Bill Bryans

REFERENCENAME: Town of Milton

ADDRESS: 503 Geyser Road

Ballston Spa NY 12020

TELEPHONE: 518-885-9220

CONTACT PERSON: Dave Forbes

INDEMNITY AND INSURANCE AGREEMENT

IT IS HEREBY AGREED by Evolution Construction Services LLC, the CONTRACTOR, as follows:

INSURANCE
CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him from all claims as set forth below, which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

1. claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the work. County of Saratoga must be named and included as an additional insured under the Contractor's general liability insurance. Proof that the County has been named as an additional insured on the Contractor's general liability insurance must be provided in the form of an additional insured rider to said policy, or by other proof acceptable to the Saratoga County Attorney

The Contractor's Comprehensive General Liability Insurance shall be in an amount not less than Two Million Dollars (\$2,000,000)/per occurrence, Five Million Dollars (\$5,000,000)/per aggregate, \$10 Million Dollars (\$10,000,000) Umbrella and Automobile Insurance shall be in an amount not less than One Million Dollars (\$1,000,000)/each person, and Three Million Dollars (\$3,000,000)/each accident. The Owner/Contractor's Protective Liability (OCP) Insurance shall be in an amount not less than Two Million Dollars (\$2,000,000)/bodily injury each person and Five Million Dollars (\$5,000,000)/each accident. The Contractor shall require his subcontractors to procure and to maintain during the life of his subcontract, Subcontractors' Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified hereinabove. The Contractor's and his subcontractors' Protective Liability Insurance shall include adequate protection against the following special hazards:

Bodily Injury Liability limits Two Million Dollars (\$2,000,000)/each person, Five Million Dollars (\$5,000,000)/each accident and Property Damage Liability limits Two Million Dollars (\$2,000,000)/each accident, Five Million Dollars (\$5,000,000)/aggregate and completed job operation and/or products liability at before mentioned limits with \$1,000,000 for bodily injury and \$1,000,000 aggregate for operations, protection, contractual and products and/or completed job operations. Property Damage shall be on the broad form and shall include coverage for explosion, collapse and underground damages.

Property Insurance (Builders Risk or Installation Floater) – Contractor shall purchase and maintain property insurance upon the work at the site in the amount of the full replacement costs (subject to deductible amounts as may be provided in the supplementary conditions or required Laws and Regulations).

The above insurance is not, and shall not be construed as, a limitation upon CONTRACTOR's obligation to indemnify the COUNTY.

Attorney's Approval

All documents submitted shall be subject to the approval of the Saratoga County Attorney as to form and content.

HOLD HARMLESS

The CONTRACTOR shall, at all times, indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of the CONTRACTOR, any person employed by the CONTRACTOR, its Contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the COUNTY.

IN WITNESS WHEREOF, the CONTRACTOR have set its hand this 11th day of JANUARY, 2024.

SIGNATURE Amy Pickett
NAME & TITLE Amy Pickett Member

VENDOR INFORMATION
FOR THE COUNTY OF SARATOGA

Please complete the following information which is necessary in order for Saratoga County to track vendor applicant information and the County's purchasing process.

Business Name Evolution Construction Services LLC

Address 9 Industrial Park Drive Mechanicville NY 12118

Business Type (Sole Proprietorship, Corporation, LLC, etc.) LLC

Is your business a Disadvantaged Business Enterprise (DBE)? Yes No

Is your business a Minority and Women-Owned Business Enterprise (MWBE)? Yes No

Does your business have a small business status? Yes No

Any other business status, please provide information: _____

Provide the name of the Certifying Entity (ties): _____

Have you conducted business with the County before? Yes No

If the answer to the above question is NO, please provide your Federal ID Number and attach a copy of your W-9 Form. FEIN #: 47-2738179

How did you discover this Bid opportunity? Bid Net

Do you use the Empire State Municipal Purchasing Group Website (BidNet)? Yes No

If Yes, do you find it useful (explain) or if No, why? We have used the site since we started this business

Completing the above information does not change your chances of being awarded a contract. The information collected will NOT be sold and will not be used to contact you.

Thank you.



STATEMENT OF REQUIRED DISCLOSURES, REPRESENTATIONS AND CERTIFICATIONS

Note: ALL Sections on the following pages must be completed and this Statement must be SIGNED (see Instructions to Bidders for Electronic Signature Requirement)

Name of the Reporting Entity:

Evolution Construction Services LLC

Address: 9 Industrial Park Drive Mechanicville NY 12118

Remit to Address if different from above:

FID No.: 47-2738179

Name of Individual Completing this form: Jeffrey Russo

Title/Position: General Manager

Telephone Number: (518) 956-4407

Fax Number: 518-689-6848

EMAIL address: jeff@evolutionexcavating.com

EMAIL address (for Purchase Orders to be emailed, this is mandatory):

debbie@evolutionexcavating.com

SIGNATORY FIRST & LASTNAME: Amy Pickett

SIGNATORY TITLE: Member

Section A. AFFIDAVIT OF NON-COLLUSION
(This form must be included with bid package and initialed)

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

The person signing this bid, under the penalties of perjury, affirms the truth thereof.

INITIAL: AP

Section B. COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the County of Saratoga from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the foregoing Certification is in all respects true and accurate.

INITIAL: AP

Section C. COMPLIANCE FOR THE PREVENTION OF SEXUAL HARASSMENT

Pursuant to State Finance Law §139-l of the State of New York, effective January 1, 2019, where competitive bidding is required for certain public contracts, every bid must contain the following statement affirming that the bidder has implemented a written policy addressing sexual harassment prevention and that the bidder provides annual sexual harassment prevention training, which statement must be signed by the bidder and affirmed by such bidder under the penalty of perjury:

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.
- I am unable to certify that I, or my employer, have implemented a written policy addressing sexual harassment prevention in the workplace. The reason(s) why neither I nor my employer can make such certification(s)/are: _____

INITIAL: AP

Section D. SIGNATURE

I hereby acknowledge and understand that by signing this form either electronically or by hand that I have read and understand the bid documents including the Instructions to Bidders, the General Terms and Conditions, the Specifications, and the Proposal Page, and that the pricing offered on the proposal pages will be held firm for the time period provided for in the bid documents.

Print Name: Jeffrey Russo
Name of person responsible for this solicitation.

I acknowledge the receipt of NO addendum(s)

Email Address: jeff@evolutionexcavating.com

Direct Phone Number: 518-956-4407

Fax Number: 518-689-6848

Date: 1/10/2024

SIGNATURE: *Jeffrey Russo*

NOTE: This is not a guarantee of Purchase, The County of Saratoga will issue an authorized Purchase Order after the bid has been awarded.



DAHNS. BULL
 SUPERINTENDENT OF HIGHWAYS

2026 284 Agreement for the Expenditure of Highway Moneys

AGREEMENT between the Town Superintendent of the Town of Clifton Park, Saratoga County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

1. **GENERAL REPAIRS.** The sum of \$3,108,500.00 shall be set aside to be expended for primary work and general repairs upon 235 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or renewals thereof.
2. **PERMANENT IMPROVEMENTS.** The sum of \$2,410,000.00 shall be set aside to be expended for the permanent improvement in the form of roadway resurfacing of Town highways. Regional Roads will be improved through milling and asphalt recycling, and laying down 2 inches of type 6F asphalt, while Development Streets and Cul-de-Sacs will be improved through milling and asphalt recycling and laying down 1.5 inches of type 6F asphalt. Permanent improvements, while subject to change from external factors are on the following highways and streets:

Street Name	Feet	Width	Dev./Loc.	Year Last Rep.
STANDARD	1000	30 ft	EXAMPLE	2000
Sherman Oaks	550	30	Avenue of the Oaks	2003
Ebony Oaks	550	30	Avenue of the Oaks	2003
Eagles Glen	690	30	Avenue of the Oaks	2003
Belvedere Court	690	30	Avenue of the Oaks	2003
Forest Drive (post Culvert)	1584	30	Country Knolls Pr.	unknown
Meadow Valley Drive	1800	30	Country Knolls S.	1998
Fox Glen Court	700	30	Country Knolls S.	1999
Twinbrook Ct	1300	30	Country Knolls S.	2002
Merrall Drive	2600	30	Crescent Estates	2004
Denkers Drive	2400	30	Dutch Meadows	1996
Guilder Place/Ct (part. Patroon to Guilder)	1700	30	Dutch Meadows	1996
Barkwood Drive	1650	30	Huntwood	2004
Huntwood Drive	3600	30	Huntwood	2004
Rustic Bridge Road (post Hudson Cable job)	2218	22	Off Blue Barns	unknown
Lee Avenue	1478	25	Off Blue Barns	unknown
Rivercrest Drive	1214	30	Off Riverview	2011
Ferry Dr. (Work with parks for a parking lot)	792	22	Off Riverview	unknown
Clute Circle	1636	30	Off Vischer Ferry	1998
Riverview Road (Brian Dr. to Grooms)	9200	25	Open Road SW	2011
Gloucester Street Part.(abby-tudor)	1000	30	Parklane Estates	2001
Saxony Street	1100	30	Parklane Estates	2006

ORIGINAL DOCUMENT



DAHNS. BULL
 SUPERINTENDENT OF HIGHWAYS

Bradbury St	750	30	Parklane Estates	2006
Dorchester Street	955	30	Parklane Estates	1999
Gloucester Street (part. To Barclay)	2760	30	Parklane Estates	2009
Abbey Court	1056	30	Parklane Estates	1999
Oakhurst Court	1320	30	Parklane Estates	1999
Fairhill Road	2600	30	Summerhill	2003
Castlegate	1100	30	Windsor Pointe	2000
Beresford Road	1170	30	Windsor Pointe	2000
Birch Hill Road(Partial to Stonegate)	870	30	Windsor Pointe	2000
Rockledge Court	550	30	Windsor Pointe	2000
Arnold Drive	1530	30	Woodland Hills	2003
Wheeler Drive (Partial)	3280	30	Woodland Hills	2003
Trice Drive	1640	30	Woodland Hills	2003
Peck Lane	690	30	Woodland Hills	2003
TOTAL	57379			

Executed in duplicate this _____ day of _____, 2025.

Paul S. Bull 4/13/26
 Superintendent of Highways _____ Councilman

 Councilman _____ Councilman

 Councilman _____ Supervisor

ORIGINAL DOCUMENT



RESOLUTION

#14

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. ___ of 2026, a resolution authorizing the Town to execute an Empire State Development (ESD) Grant Disbursement Agreement (GDA) for the completed Clifton Common Playground Project, with the state funding valued at \$200,000.

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

WHEREAS, by Resolution No. 118 of 2023, the Town Board authorized installation of playground equipment and engagement of related design and construction services for the Clifton Common Playground project, and it was noted that an ESD reimbursement grant of \$200,000 was awarded to the Town to be used toward the cost of the project, and

WHEREAS, the Town is authorized and directed to accept these grant funds in an amount not to exceed \$200,000 for the project described in the grant application, and

WHEREAS, the Town is authorized and directed to agree to the terms and conditions of the ESD GDA for such project; now, therefore, be it

RESOLVED, that the Town Board authorizes the Supervisor to execute the attached GDA to receive funds not to exceed \$200,000, to be used toward the cost of the completed Clifton Common Playground Project.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, April 15, 2026 4:06 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #2800

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

Department: Planning

Your Name: Jen Viggiani/John Scavo

Your Email: jviggiani@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 04/21/2026 ✓

Board Meeting Date: ~~05/19/2026~~, ✓ 05/05/2026 (confirmed with Jen Viggiani 4/16)

Alternate Date: 05/19/2026

Budget Number: A7112-200

Budget Description: grant funds for Clifton Common playground equipment

Amount: 200,000

Brief Description: Request town board authorization for the Empire State Development Grant Disbursement Agreement (GDA) for the Clifton Common Playground Project with the state funding valued at \$200,000.

Add Supporting Docs:

[000053602b0e7cc2_134982_Town_of_Clifton_Park_Capital_Final_GDA.pdf](#)

[40191cbe2a39938b_2026-04-08_Opinion_of_Counsel-TOCP_Project_134982.pdf](#)

Additional Comments/Details: The playground construction was completed and opened to the public.

Agree to Terms: Agree

[unsubscribe](#)

Resolution No. 118 of 2023, a resolution approving the acquisition and installation of playground equipment, play apparatus, and related design and construction consultation services for the Castle Park/Kids' Corner Playground at the Clifton Commons.

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

WHEREAS, pursuant to General Municipal Law §103 (16) municipalities are authorized to purchase apparatus, materials, and equipment, as well as services related to the installation of such apparatus, through contracts for goods or services that have been awarded as a result of a competitive process or another state or political subdivision thereof, and

WHEREAS, Sourcewell-mn.gov is a service cooperative created under Minnesota Statutes 123A.21, and provides cooperative purchasing and services contracts under Minnesota Statutes 471.59 to participating agencies and governments, and

WHEREAS, the Town has been working with MJ Engineering to locate and specify updated playground equipment for the Castle Park/Kids' Corner playground at the Clifton Commons, and

WHEREAS, the equipment is available through Sourcewell as a result of a request for proposal competitive solicitation, with accompanying design and installation services associated with the contract, and

WHEREAS, the Town has been awarded an Empire State Development Corporation reimbursement grant of \$200,000 to be used toward the cost of this project, and

WHEREAS, Landscape Designers at MJ Engineering recommend that the Town acquire the playground equipment and apparatus from BCI Burke Company, Fond du Lac, WI, with design and installation services through Play by Design, through Sourcewell Contract #010521; now, therefore, be it

RESOLVED, that the Supervisor is authorized to execute a purchase order to acquire upgraded play apparatus and playground equipment from BCI Burke Company, and design and installation services through Play by Design through Sourcewell Contract #010521-BUR, in an amount not to exceed \$693,180; and be it further

RESOLVED, that the Comptroller is authorized to increase revenues A-0389 (General Fund-NYS Revenues) and expenditures A-7112-200 (General Fund-Clifton Common-Equipment) by \$200,000 to account for reimbursement grant funds for the project, and be it further

RESOLVED, that the Comptroller is authorized to transfer \$493,180 from A-07109-00200 (General Fund- ARPA Park Improvements-Equipment) to A-7112-200 (General Fund-Clifton Common- Equipment) to cover the costs of the purchase.

ROLL CALL VOTE

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

Noes: None

Absent: Councilman O'Hara

DECLARED ADOPTED

May 8, 2023

Teresa Brobston, Town Clerk



Town of Clifton Park

Office of Town Attorneys

Kevin M. Dailey
Town Attorney

One Town Hall Plaza | Clifton Park, New York 12065 | (518) 371-6651 | FAX: (518) 371-1136

April 8, 2026

Empire State Development 10017
655 Third Avenue
New York, New York 10017

Attention: Kenny Melis

Re: Town of Clifton Park Capital Captied LIF, Project 134,982

Ladies and Gentlemen:

I am the Town Attorney of the Town of Clifton Park, a municipal corporation, hereinafter the "Grantee", in connection with the execution and delivery of the Grant Disbursement Agreement dated April 6, 2026 (the "Agreement") between New York State Urban Development Corporation d/b/a Empire State Development ("ESD") and the Grantee.

This opinion letter is being furnished to you pursuant to Section 3(a) of the Agreement. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Agreement.

In rendering the opinions set forth herein, I have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary or appropriate for the purposes of this opinion letter, including (a) the Agreement, (b) the certificate of incorporation of the Grantee and (c) the by-laws of the Grantee. I have also examined and relied upon such other matters of law, documents, certificates of public officials and representations of officers and other representatives of the Grantee as we have deemed relevant, appropriate or necessary to the rendering of our opinions.

In rendering the opinions expressed below, I have assumed the legal capacity of all natural persons signing documents and that the signatures of persons signing all documents in connection with which this opinion letter is rendered are genuine, all documents submitted to us as originals or duplicate originals are authentic and all documents submitted to us as copies, whether certified or not, conform to authentic original documents. Additionally, I have assumed and relied upon the accuracy and completeness of all certificates and other statements, documents, records, financial statements and papers reviewed by us, and the accuracy and completeness of all representations, warranties, confirmations, schedules and exhibits contained in the Agreement, with respect to the factual matters set forth therein.

As to any facts material to the opinions expressed herein that I did not independently establish or verify, we have relied upon written statements and representations of officers and

Kevin Luibrand
Deputy Town Attorney

Stefanie Bitter
Deputy Town Attorney

other representatives of the Grantee and of certain public officials. I have also assumed and relied upon the accuracy and completeness of all certificates and other statements, representations, documents, records, financial statements and papers reviewed by us, and the accuracy and completeness of all representations, warranties and exhibits contained in the Agreement with respect to the factual matters set forth therein.

Based upon the foregoing and subject to the assumptions, qualifications and other matters set forth herein, we are of the opinion that:

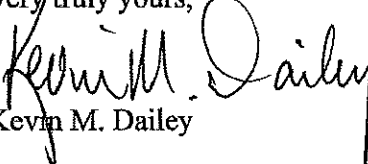
1. The Grantee is validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder.

2. The Agreement has been duly authorized, executed and delivered by the Grantee and (assuming its due authorization, execution and delivery by ESD) is binding on and enforceable against the Grantee in accordance with its terms, subject to applicable bankruptcy, insolvency reorganization, arrangement, liquidation, moratorium, fraudulent conveyance or transfer and other similar laws relating to or affecting creditors' rights generally from time to time in effect and to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law), and except as rights under the Agreement to indemnity and contribution may be limited by federal or state laws.

I am admitted to practice in the State of New York and I am in good standing and I express no opinion as to any matters governed by any laws other than the laws of the State of New York. The opinions expressed herein that are based on the laws of the State of New York are limited to the laws generally applicable in transactions of the type covered by the Agreement.

This opinion letter is for the benefit solely of ESD and not for the benefit of any other person. I am opining herein only as of the date hereof and I undertake no, and disclaim any, obligation to advise you of any changes in any matter set forth herein, regardless of whether changes in such matters come to our attention after the date hereof. No attorney-client relationship exists or has existed with ESD by reason of my preparation, execution and delivery of this opinion letter. By providing this opinion letter and permitting reliance hereon by you, I am not acting as your counsel and have not assumed any responsibility to advise you with respect to the adequacy of this opinion letter for your purposes. This opinion letter may not be relied upon by any other person or for any other purpose or used, quoted or otherwise referred to for any other purpose.

Very truly yours,


Kevin M. Dailey

April 6, 2026

Phil Barrett
Town Supervisor
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065

Re: Town of Clifton Park Capital Captied LIF, Project #134,982

Dear Mr. Barrett:

On behalf of the New York State Urban Development Corporation doing business as Empire State Development (ESD), I am pleased to inform you that ESD's President & Chief Executive Officer, Hope Knight, has approved \$200,000 in assistance for the project referenced above.

This approval is contingent upon the approval of the State Division of the Budget and the receipt of funds by ESD.

I am pleased to enclose a signed Grant Disbursement Agreement ("GDA") for the above-referenced project. Please **execute and return a copy electronically** to Kenny Melis, your project manager, within 30 days, with the following attachments:

- A completed IRS W-9 form necessary for taxpayer identification (use enclosed form).
- Opinion of Counsel letter, as required by the GDA.
- Exhibit H-1, M/WBE Participation / Equal Opportunity Policy Statement
- transfer information in the form of a letter from a financial officer of the grantee certifying the bank name, account name, account number and ABA routing number.
- A check for reimbursement of out-of-pocket public hearing-related expenses in the amount of \$227.44.
- Copies of all insurance policies (or certificates thereof) for the required insurance coverages as stated in Section 12 of the GDA.
- A completed Disclosure & Accountability Certifications form (required only if there is a change to that previously submitted)

Please be advised that disbursement of funds may occur after ESD receives the grant funds and receives one fully executed GDA and all required documentation in a form acceptable to ESD, and any fees or reimbursement for expenses specified, as consistent with all relevant exhibits of the Grant Disbursement Agreement. Please include the attached checklist with each request for disbursement of funds.

Please contact Kenny Melis, your Project Manager, at Kenny.Melis@esd.ny.gov should you have any questions. We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Glendon McLeary', written in a cursive style.

Glendon McLeary
Vice President and Director of Loans & Grants

Attachment: Checklist to Accompany Each Request for Disbursement of Funds

cc: Kenny Melis
Michael Yevoli

Checklist to Accompany Each Request for Disbursement of Funds

After the GDA is executed, the Organization can request disbursement of funds, assuming that all requirements for disbursement have been met. Required documentation is detailed in the GDA.

Check below that you have read, understood, complied with, or provided the specific information requested in each item. Your Project Manager can answer any questions.

Project Name: Town of Clifton Park Capital Captied LIF, Project #134,982

Payment Request #__ (Grantee, please fill in number of the payment request (1, 2, 3, etc.) and complete the checklist below with each Payment request)

Grant Disbursement Agreement Type: Legislative-Executive

It is recommended that Grantee contact Project Manager prior to sending in first payment request.

Disbursement Terms - Grantee must comply with requirements before submitting a payment request

Legislative-Executive sponsored project GDA-Exhibit F-Disbursement Terms

Payment Requisition Form: Exhibit G

Items #3 and #4 under Certification— *please check this to signify your understanding and acceptance of these items as well as the rest of the Certification in Exhibit G*

Prepare and submit documentation in support of each payment request (as applicable) – *Please check that your payment request documentation is in accordance with the attachments to Exhibit G*

Documentation of project costs:

Exhibit G-2: Contractor requisitions, invoices/receipts including cancelled checks (front and back); or bank statements or any other form of proof of payment.

Exhibit B: Reports – Final Report (if by Grantee) or Consultant's Final Report (Work Product) shall contain the following acknowledgement: "Funding provided by a grant from Empire State Development." Also note that ESD's project manager is required to approve the report in draft form, before a final is issued.

Exhibit C: Consultant/Contractor/Vendor/Disclosure Statement – Grantee to make disclosures for each consultant, contractor or vendor it uses whose fee amounts to at least 10% of the total grant or \$500, whichever is less. Grantee must also attach a contract for any consultant(s), contractor(s) and vendor(s) that require this disclosure.

Copy of Certificate of Occupancy

C of O for new construction projects and/or major additions

For renovation projects to an existing building, Copy of Certificate of Compliance may be acceptable (PM—PLEASE CONFIRM WITH D&C)

Confirmation and Status of Equity

Exhibit F/G-3 - Signed affidavit from an officer of the company Grantee stating equity was expended in a manner set forth in the agreement. Definition of Equity: Equity Amount refers to the Grantee's share of the project cost, not the total project cost, and

should not include financing from other sources. Enter the Equity amount in Paragraph #3, first part.

- This Exhibit also requests that you enter the total project cost in Paragraph #3, second part.

Office of Contractor and Supplier Diversity (OCSD)

- Include filled in Exhibits H-1 with executed GDA. Also include, unless you have provided these online (see below), H-2 with first disbursement, and H-3 and H-6 prior to final disbursement. OCSD staff may also require regular utilization reports. It is a good idea on complex projects to schedule a call with your project manager and OCSD representative. Also be sure to read Exhibit H, Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures
- Check here if you have already provided the required forms online to OCSD staff.

Maintenance of Insurance

- Copy of all current policies of insurance (or certificates) in full compliance with the terms and conditions of Section 12 of the GDA
- Review Insurance Exhibit attached below which summarizes what is required

INSURANCE EXHIBIT

Please refer to Section 12 of the Agreement for full description of the Insurance Provisions

-Certificate of Liability Insurance
Copy of certificate for the required limits

-Certificate of Property Insurance for building and contents

Indicate in the operations box of the certificates: Address of Project Location(s)

Bank Information

- Include bank information shown in Exhibit E, *in a letter signed by a financial officer of the Grantee*. This includes Bank Name, Bank Account and ABA Routing #
- Verify bank information for each subsequent payment request

This **GRANT DISBURSEMENT AGREEMENT ("Agreement")** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the Project described below:

**NEW YORK STATE
URBAN DEVELOPMENT
CORPORATION d/b/a
EMPIRE STATE DEVELOPMENT
("ESD"):**

655 Third Avenue
New York, NY 10017
Contact: Kenny Melis
Phone: 212-803-2496
E-mail: Kenny.Melis@esd.ny.gov

THE GRANTEE:

Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065
Contact: Phil Barrett, Town Supervisor
Phone: 518-371-6651
e-mail: Pbarrett@cliftonpark.org
Federal Taxpayer ID#: 14-6002129

THE PROJECT:

Town of Clifton Park Capital Captied LIF

PROJECT NUMBER:

134,982

GRANT AMOUNT:

\$200,000

FUNDING SOURCE:

Capital Assistance Program for Technology, Infrastructure,
and Economic Development

ESD APPROVAL DATE:

February 19, 2026

PACB APPROVAL DATE:

March 18, 2026

EXPIRATION DATE:

December 31, 2027

SPONSORING OFFICIAL:

Senator James Tedisco

TERMS AND CONDITIONS

1. The Project

- (a) The project will occur as described in Exhibit A and the ESD Approval materials attached. The Grantee will perform the tasks on the schedule and as described in Exhibit A to this Agreement.
- (b) The Grantee will submit to ESD the report(s) as required in Exhibit B.
- (c) The Grantee will provide the consultant/contractor/vendor disclosure required by Exhibit C.

2. Project Budget and Use of Funds

The Grantee will perform the project in accordance with the overall project budget, which includes the Grant funds, set forth in Exhibit D to this Agreement. The Grant will be applied only to eligible expenses, which are separately identified.

3. Conditions Precedent to Disbursement of the Grant

No grant funds shall be disbursed unless the Grantee is in compliance with the terms and conditions of this Agreement, including, but not limited to, Exhibit F (Disbursement Terms), and the following conditions have been satisfied (and as to 3 (c) below continues to be satisfied prior to each disbursement):

- (a) If the Grant amount exceeds \$100,000, ESD has received an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit E.
- (b) Any necessary approval has been issued by the Director of Budget of the state of New York, and the Grant funds have been received by ESD.
- (c) There have been no materially adverse changes in the financial condition of the Grantee since the date of submission of its application to ESD.
- (d) The Grantee has completed, signed, had notarized, and delivered to ESD the Disclosure and Accountability Certification appearing as Exhibit J to this Agreement and the Corporation has, in its sole discretion, considered the disclosure, if any, made therein and determined to proceed in making the Grant.

4. Disbursement

Subject to the terms and conditions contained in this Agreement, ESD shall disburse the Grant to the Grantee as follows:

- (a) ESD shall reimburse the Grantee, in the manner as set forth in Exhibit F, the amount of eligible expenses actually incurred by the Grantee, upon presentation to ESD of a Payment Requisition Form, together with such supporting documentation as ESD may require, in the form attached to this Agreement as Exhibit G and its attachments.
- (b) The last ten percent (10%) of the Grant shall not be disbursed by ESD until all of the tasks and reports required under this Agreement have been completed to ESD's satisfaction.
- (c) In no event will ESD make any payment which would cause ESD's aggregate disbursements to exceed the Grant amount.

5. Non-Discrimination and Contractor & Supplier Diversity

The Grantee will comply with ESD's Non-Discrimination and Contractor & Supplier Diversity policies set forth in Exhibit H to this Agreement.

6. No Liability of ESD

ESD shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to defend, indemnify and hold harmless ESD, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees ") from and against any and all such liability other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

7. Responsibility Provisions

- (a) The Grantee shall at all times during the Agreement term remain responsible. The Grantee agrees, if requested by the President and Chief Executive Officer of ESD or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- (b) The President and Chief Executive Officer of ESD or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when he or she discovers information that calls into question the responsibility of the Grantee. In the event of such suspension, the Grantee will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Grantee must comply with the terms of the suspension order. Activities under this Agreement may resume at such time as the President and Chief Executive Officer of ESD or his or her designee issues a written notice authorizing a resumption of performance under this Agreement.

- (c) Upon written notice to the Grantee, and a reasonable opportunity to be heard with appropriate ESD officials or staff, this Agreement may be terminated by the President and Chief Executive Officer of ESD or his or her designee at the Grantee's expense where the Grantee is determined by the President and Chief Executive Officer of ESD or his or her designee to be non-responsible. In such event, the President and Chief Executive Officer of ESD or his or her designee may complete the requirements of this Agreement in any manner he or she deem advisable and pursue available legal or equitable remedies for breach.

8. Representations, Warranties and Covenants

The Grantee represents, warrants and covenants that:

- (a) It has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) This Agreement was duly authorized, executed and delivered by the Grantee and is binding and enforceable against the Grantee in accordance with its terms.
- (c) It is duly organized, validly existing and in good standing under the laws of the State of its organization, has full power and authority to own its assets and to conduct the activities in which it is now engaged or proposed to be engaged and is duly qualified and in good standing under the laws of each other jurisdiction in which such qualification is required and shall maintain its existence in good standing in each such jurisdiction.
- (d) There are no actions, suits or proceedings or, to the knowledge of Grantee, threatened against, or affecting Grantee before any court, governmental entity or arbitrator, which may, in any one case or in the aggregate, materially adversely affect the financial condition, operations, properties or business of the Grantee, except as may have been disclosed in writing to ESD.
- (e) Grantee is in compliance and shall continue to comply in all material respects with all material applicable laws, rules, regulations and orders. The Grant shall be used solely for Eligible Expenses in accordance with the terms and conditions of this Agreement.
- (f) The information contained in the application submitted by the Grantee in connection with the project and the Grant, as such application may have been amended or supplemented (the "Application"), is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Application, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that ESD has relied on the statements and representations made by the Grantee in the Application in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Application or otherwise in connection with the Grant and that

the information contained in the Application continues on the date hereof to be materially correct and complete.

- (g) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to ESD arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of ESD or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of ESD or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (h) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- (i) The Grant shall be used solely for eligible expenses in accordance with the terms and conditions of this Agreement.
- (j) It is solely responsible and has sufficient funding for all Project costs in excess of the Grant.
- (k) No materials, if any, purchased with the Grant will be used for any purpose other than the Project.
- (l) The Grantee shall report in writing to ESD any grants, commitments or funds received by the Grantee from any source, governmental or non-governmental, in connection with the carrying out of the Project, other than the grant of funds received under this Agreement. No part of the Grant will be applied to any expenses paid or payable from any other funding source.
- (m) The Grant shall not be used in any manner for any of the following purposes:
 - (i) political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - (ii) religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;

- (iii) payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five (5) percent of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and
 - (iv) payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- (n) Any report or other product of the Grant, after approval of such product by ESD, shall contain the following acknowledgment:
- "Funding provided by a grant from
Empire State Development"
- (o) ESD may make reasonable use of any report or other product of the Grant upon notice to the Grantee.
- (p) Grantee will use ESD grant funds, and submit payment requisitions, exclusively for eligible expenses related to capital works or purposes in accordance with IRS rules and regulations relating to ESD's bonds and in accordance with the New York Debt Reform Act. Grantee acknowledges that grant funds must be used solely for authorized capital purposes and not for operating expenses or other working capital items or non-capital purposes, irrespective of whether the funds are still used for the benefit of the Project. Grantee acknowledges that the consequences of breaching this covenant could result in violations of state law and/or large bond issuances being treated as taxable instead of tax exempt for federal and state tax purposes, loss of certain federal subsidies to the state, adverse ratings changes for such bonds, and disproportionate negative financial consequences to the state and bondholders. Grantee recognizes its financial obligations, risks and liabilities for breach of this covenant. ESD may, from time to time, request information from Grantee to confirm its compliance with this covenant and Grantee acknowledges its obligation under Section 9 (a) (ii) of the GDA to provide information upon request to ESD.
- (q) Grantee is in compliance and shall continue to comply with Section 7 of this Agreement.
- (r) Grantee agrees, warrants and represents that ESD has not made any promises, warranties or representations, either express or implied, oral or in writing, of any nature kind or description, that Grantee will be accorded any form of grant or other financial assistance or accommodation, other than the specific form of assistance that is described and referred to

herein and/or is specifically set forth in Exhibit A-1. To the contrary, ESD has not made any promises, warranties or representations, either orally or in writing, of any nature, kind or description other than those, if any, that are set forth in the writings that are being executed in connection with the transaction that is described and referred to herein. Grantee further agrees, warrants and represents that it has the ability, including without limitation the financial ability, to meet all of the obligations that are set forth in the documents that are being executed at the closing of this transaction including, without limitation, if applicable, the obligation, by Grantee, to meet all of the job creation/job retention mandates that are set forth herein, and that it is aware of no facts or conditions that would serve to limit or otherwise interfere with its ability to meet all of its obligations and requirements, as set forth herein. Grantee agrees, warrants and represents, still further: (a) that the closing on this transaction, i.e., the date set forth by the last signatory to this Agreement, has taken place in a timely manner, consistent with its needs and requirements; (b) that it has no claims or causes of action against ESD of any nature kind or description, including without limitation any claims or causes of action pertaining to the manner and/or timing of the closing of the referenced transaction and the disbursement of the funds that are to be accorded to the Grantee thereunder, and that to the extent that it does or did have such claims or causes of action, those are in all respects fully and finally waived and released; and (c) that Grantee knows and understands that ESD is relying upon the truthfulness and accuracy of the Grantee's agreements, warranties and representations, as set forth herein.

9. Default and Remedies

- (a) Each of the following shall constitute a default by the Grantee under this Agreement:
- (i) Failure to perform or observe any obligation or covenant of the Grantee contained herein to the reasonable satisfaction of ESD and within the time frames established therefor under this Agreement.
 - (ii) Failure to comply with any request for information reasonably made by ESD to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by ESD in connection with the Grant.
 - (iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant.
 - (iv) A default beyond any applicable grace period by the Grantee, or any entity which Grantee directly or indirectly controls, is controlled by, or is under common control with, under any other agreement with ESD.
 - (v) Failure by the Grantee, for any period of time, to comply with Section 7 of this Agreement.

- (b) Upon the serving of notice to the Grantee of the occurrence of a default (which notice shall specify the nature of the default), ESD shall have the right to terminate this Agreement, provided that if the default is pursuant to paragraph 9(a)(i) or 9(a)(ii), no default shall be deemed to have occurred if Grantee cures such default within ten (10) days of notice from ESD or, if the default cannot reasonably be cured within such ten-day period, Grantee commences to cure such default within the ten-day cure period and cures the default within ninety (90) days thereafter, provided further that ESD shall not be obligated to make any disbursements during any such cure period. Defaults occurring under the terms and provisions of paragraph 9(a)(iii), 9(a)(iv) and 9(a)(v) are not subject to the cure provisions provided herein.
- (c) Upon such termination of this Agreement, ESD shall withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If ESD determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, ESD may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. ESD shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term

The term of this Agreement shall commence on the date hereof and expire on the Expiration Date, as set forth on the first page of this Agreement.

11. Books and Records; Project Audit

- (a) The Grantee will maintain accurate books and records concerning the Project for the term of this Agreement and for three (3) years from the expiration or earlier termination of this Agreement and will make those books and records available to ESD, its agents, officers and employees during Grantee's business hours upon reasonable request.
- (b) ESD shall have the right, upon reasonable notice, to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for three (3) years following the expiration or earlier termination of this Agreement.
- (c) In the event that Grantee fails, during the period following the expiration or earlier termination of this Agreement, to comply with the terms of this Section 11, including without limitation failing to accord ESD the ability to conduct field inspections and audits, ESD shall have the right to recover all of its costs, inclusive of attorneys' and other related professional fees, incurred in order: (i) to compel the production of books and records; (ii) to conduct field inspections and audits; and (iii) to assess and evaluate the Grantee's business and, inter alia, the manner in which the funds provided under this Agreement were employed. Such recovery shall be in addition to, and not in lieu of, any sums to which ESD is

and/or was entitled to recapture under the terms of Section 9 hereof, including without limitation Section 9(a)(ii), resulting from the Grantee's pre-expiration/termination default.

12. Maintenance of Insurance

Grantee shall maintain in full force and effect insurance, including, but not limited to, the insurance described hereafter, in such amounts and covering such risks as Grantor may require from time to time.

- (a) The Grantee shall keep the buildings at the Project Location and the building equipment insured against: (i) loss by fire, (ii) additional perils customarily covered under an all-risk policy and (iii) flood hazard, if the Project Location is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended. The insurance required in this paragraph (a) shall provide coverage for an amount not less than the full replacement value of the buildings at the Project Location and the building equipment, or such other amount as the Grantor may reasonably require, provided that (i) the amount of insurance coverage shall be in an amount sufficient to satisfy, at all times, any co-insurance requirements, and (ii) the amount of any flood hazard insurance shall not exceed the maximum amount of coverage available under the National Flood Insurance Act.
- (b) When and to the extent required by the Grantor, the Grantee shall maintain in full force and effect insurance against (i) loss of rental income, (ii) loss of business income, (iii) damages to boiler, and (iv) any other risk as is customary in the industry of the Grantee. The insurance required in this paragraph (b) shall provide coverage in an amount satisfactory to Grantor.
- (c) The Grantee shall maintain Commercial General Liability Insurance providing both bodily injury (including death) and property damage insurance in a limit not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate and Three Million Dollars (\$3,000,000) umbrella. In addition, if the grant contemplates the purchase, construction or renovation of any buildings or equipment, the Recipient shall keep the buildings at the Project Location and the building equipment insured against: (i) loss by fire, (ii) additional perils customarily covered under an all-risk policy and (iii) flood hazard; if the Project Location is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended.
- (d) All insurance required in this Section shall be issued by companies authorized to do business in the State of New York, satisfactory to Grantor pursuant to policies satisfactory to Grantor in form and substance. Without limiting the generality of the foregoing, the policies of insurance required hereby shall provide for thirty (30) days, or ten (10) days for non-payment, prior written notice of cancellation to Grantor.

- (e) The Grantee shall give prompt written notice to the Grantor in the event of substantial damage to the Project Location by reason of fire or other hazard or casualty.
- (f) Notwithstanding the provisions of Subdivision 4 of Section 254 of the Real Property Law, the Grantor shall be entitled to retain and apply the proceeds of any insurance required hereby to the payment of any obligations or, in the sole discretion of the Grantor, apply any or all such proceeds to the cost of restoration of the Project Location, in which case the Grantee shall proceed with reasonable diligence to repair, replace or rebuild the Project Location to substantially their condition prior to such damage in full compliance with all legal requirements.
- (g) The Grantee shall provide the Grantor with copies of all policies of insurance (or certificates thereof) for the required insurance coverages in form and substance satisfactory to the Grantor. In addition, the Grantee shall provide the Grantor with copies of renewal policies (or certificates thereof) or temporary binders in the event renewal policies have not been issued, in a timely manner. The Grantee must, in any event, provide Grantor with satisfactory confirmation of renewal coverage by the renewal date.
- (h) In the event that the Grantee fails to maintain the insurance required hereby, the Grantor may obtain such insurance and pay the premiums therefor and the Grantee shall, on demand, reimburse the Grantor for any insurance premiums paid, together with interest thereon computed at the highest rate per annum allowable under New York State law.
- (i) The Grantee will not take any action, or permit any condition to exist, with respect to the Project Location which may, in any manner, partially or wholly invalidate the insurance on the Project Location required hereby.
- (j) ESD shall be named as additional insureds for ongoing and completed operations under Commercial General Liability and Umbrella Insurance policies. Coverage afforded to these additional insureds will be primary and non-contributory with any other insurance available to such additional insureds, whether such insurance is on a primary, excess, umbrella, or contingent basis. Additional insured coverage for ongoing and completed operations and shall be provided on ISO endorsement forms CG 20 10 and CG 20 37. Recipient will provide additional insured coverage to the fullest extent permitted by applicable law. This insurance shall contain an endorsement waiving all rights of subrogation against ESD.

13. Survival of Provisions

It is agreed that: (a) the provisions of Sections 6, 8(g), (j) and (p) and 9, 11, 12, 13, 14, 15, 16, 17, 18, 21 and 22 (except insofar as any of the aforesaid Sections have been waived in accordance with the terms of Exhibit I to this Agreement) shall survive the expiration or early termination of this Agreement; and (b) such expiration or early termination shall not serve to limit, alter or modify any of the Grantee's obligations or responsibilities under the aforesaid Sections, and/or ESD's rights under such Sections, referenced in subsection (a) of this Section 13 of this Agreement. It is further agreed,

moreover, that notwithstanding the expiration or early termination of this Agreement, ESD shall nevertheless retain the right to pursue, through and until the expiration of any applicable period of limitations established under the statutory or common law of the State of New York, any claim or claims arising from any Section of this Agreement, including but not limited to the above referenced Sections 6, 8(g), (j) and (p) and 9, 11, 12, 13, 14, 15, 16, 17, 18, 21 and 22 of this Agreement, and the expiration or early termination of this Agreement shall not constitute a defense to any such timely filed claim or cause of action that is asserted on ESD's behalf.

14. Notices

- (a) All notices, demands, requests or other communications permitted or required hereunder shall be in writing and shall be transmitted either:
- (i) via certified or registered United States mail, return receipt requested;
 - (ii) by facsimile transmission;
 - (iii) by personal delivery;
 - (iv) by expedited delivery service; or
 - (v) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

Empire State Development

Name: Kenny Melis
Title: Project Manager
Address: 655 Third Avenue, 2nd Floor, New York, NY 10017
Telephone Number: 212-803-2496
E-Mail Address: Kenny.Melis@esd.ny.gov

With a copy to:

Title: General Counsel
Address: 655 Third Avenue, 3rd Floor, New York, NY 10017
Telephone Number: (212) 803-3750
Facsimile Number: (212) 803-3975

Town of Clifton Park

Name: Phil Barrett
Title: Town Supervisor
Address: One Town Hall Plaza, Clifton Park, NY 12065
Telephone Number: 518-371-6651
E-Mail Address: Pbarrett@cliftonpark.org

- (b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein,

or in the case of facsimile transmission or email, upon receipt.

- (c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

15. No Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

16. No Waiver

No waiver of any ESD's rights arising under this Agreement, or any other source, can occur unless such waiver shall be in writing and signed by ESD and such written document manifests a clear and unequivocal intent by ESD to waive its contractual or other legal rights. The term "waiver" as used herein is a term of art as used in the legal profession. ESD may not be estopped from asserting any of its legal rights, including but not limited to its rights under this agreement, unless ESD has signed a written document that clearly and unequivocally states that the other party may detrimentally rely upon the terms of such written document. Absent such written document, there shall be no estoppel against ESD and the other parties' alleged detrimental reliance shall be deemed to be unreasonable. The term "estoppel" is used herein is a term of art as used in the legal profession.

17. Integration/Modification

- (a) This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements or statements relating to such subject matter. In addition, this Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.
- (b) The Grantee's representations and warranties, as set forth in Section 8(r) herein, are repeated and reiterated and are made part of this Section 17 of this Agreement. Furthermore, the Grantee acknowledges and agrees that ESD has made no representations, either oral or in writing, other than those that are set forth in this Agreement. Specifically, the Grantee acknowledges and agrees that ESD has made no promises, warranties or representations, of any nature, kind or description: (a) that the Project will and/or can be, the assistance received from ESD notwithstanding, successful; and (b) that the Grantee will be able, following the closing of this transaction, i.e., the date set forth by the last signatory to this Agreement, to obtain the particular complement of personnel, and/or any other resource, material or item that its business

requires. To the contrary, the Grantee acknowledges, agrees, warrants and represents to ESD that it has, prior to the consummation of this transaction, engaged in its own complete and comprehensive due diligence inquiry with respect to all aspects of the Project, including without limitation the suitability of the Project Location, the probability of the Project's success at that location and its ability to obtain, at the Project Location, the particular complement of personnel and/or any other resource, material or item that its business requires and/or will in the future require. The Grantee acknowledges and agrees and specifically represents to ESD that it is not relying upon any statements or representations from ESD, oral or otherwise, regarding any such matters, and/or about any other aspect of the Project. Any such reliance by Grantee, which understands and fully accepts any and all risks that it is undertaking in connection with the Project, and its absolute responsibility as Grantee to fulfill all of its obligations under the Agreement, including without limitation its obligation to fulfill all job creation/retention goals, would be and is unreasonable.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein. In the event of a conflict between the Directors' materials attached hereto as Exhibit A-1 and any other term or condition of this Agreement, then the term or condition of this Agreement shall govern.

19. Confidentiality of Information

Information contained in reports made to ESD or otherwise obtained by ESD relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "Confidential" by the Grantee, will be kept confidential by ESD, to the extent such information is determined by ESD to be exempt from public disclosure under the Freedom of Information Law and not otherwise required by law to be disclosed. Notwithstanding the foregoing, ESD will not be liable for any information disclosed, in ESD's sole discretion, pursuant to the Freedom of Information Law or other applicable law, or which ESD is required to disclose pursuant to legal process.

20. Special Provisions

The Grantee shall comply with the special provisions, if any, set forth in Exhibit I.

21. Litigation Costs

The Grantee shall pay, in any action or proceeding that is commenced to enforce and/or involves the enforcement of the terms and conditions of this Agreement, all of ESD's costs including, without limitation, ESD's attorneys' fees. The Grantee shall also pay any and all of ESD's collection costs including, without limitation, its attorneys' fees.

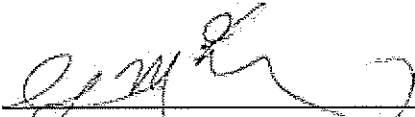
22. Waiver

The Grantee knowingly and expressly waives the right to a trial by jury and the right to interpose any counterclaims in any action brought by ESD under the terms of this Agreement.

Town of Clifton Park Capital Captied LIF, Project Number 134,982

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the latest date written below:

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
d/b/a EMPIRE STATE DEVELOPMENT



(Signature) Glendon McLeary, Vice President and Director of Loans & Grants

April 6, 2026
(date)

GRANTEE: Town of Clifton Park

(Signature)

(Printed name and title)

Date: _____



RESOLUTION

#15

PHILIP C. BARRETT
Supervisor

•

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

•

MARIO L. FANTINI
Councilman

Resolution No. ___ of 2026, a resolution authorizing the purchase of Spedsta Cloud-Based Transportation Management Software for the Senior Van Department, and to authorize a transfer from Contingency.

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

WHEREAS, the Town of Clifton Park operates a Senior Transportation Program that provides essential transportation services to senior residents of the Town; and

WHEREAS, the current system used for scheduling and managing senior transportation services relies primarily on a manual process utilizing the Microsoft Outlook calendar, which limits efficiency, coordination, reporting, route optimization, and scalability as service demand increases; and

WHEREAS, Town staff have evaluated alternative transportation management systems and identified Spedsta, a cloud-based transportation management software platform specifically designed to manage transportation services for senior, elderly, special needs, and disabled populations; and

WHEREAS, Spedsta provides an integrated platform that offers automated scheduling, dispatcher and driver coordination, passenger management, reporting, data security, and optional automatic route planning, thereby improving operational efficiency, service reliability, and customer service for the Senior Transportation Program; and

WHEREAS, Spedsta, Inc. has submitted a written proposal dated March 24, 2026, along with a Service Level Agreement, to provide cloud-based software services, system setup, training, and support for the Town's Senior Van Department; and

WHEREAS, the total cost for calendar year 2026 is \$6,371.00, which includes a one time account setup fee of \$995.00, a twelve-month software subscription, and a twelve month add-on option for the Automatic Route Planning Platform in the amount of \$1,788.00; and

WHEREAS, the Director of Planning and Zoning has reviewed the proposal, agreement, and references, and recommends approval of the Spedsta software as a cost effective and operationally beneficial upgrade to the Town's current transportation scheduling practices; and

WHEREAS, there is currently \$5,000 allocated in the 2026 budget line item A- 6772- 4 (General Fund-Senior Services- Software) to cover the one-time setup costs and the annual purchase agreement for calendar year 2026; now, therefore, be it

RESOLVED, that the Town Board of the Town of Clifton Park hereby authorizes the purchase and implementation of the Spedsta cloud-based transportation management software for use by the Town's Senior Van Department; and be it further

RESOLVED, that the Town Board approves the one-time software account setup fee, the annual subscription, and the twelve-month Automatic Route Planning Platform add-on option at a total cost to Spedsta not to exceed \$6,371.00; and be it further

RESOLVED, that the Supervisor is hereby authorized to execute all necessary agreements, service level documents, and related purchase instruments with Spedsta, Inc., consistent with the approved proposal and agreement on file; and be it further

RESOLVED, that the Comptroller is authorized to transfer \$1,371 from Contingency (A-01990-00015) to A-06772-0004 (General Fund – Senior Services – Computer).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, April 29, 2026 1:01 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagnello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #2854

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

Department: Planning Department

Your Name: John P. Scavo

Your Email: jscavo@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 05/05/2026 ✓

Board Meeting Date: 05/05/2026 ✓

Alternate Date: 05/19/2026

Budget Number: A 6772 4

Budget Description: Senior Van Software

Amount: 8,150.00

Brief Description: A Resolution Authorizing the Purchase of Spedsta Cloud Based Transportation Management Software for the Senior Transportation Program - Funding was appropriated in the Town's FY 2026 Budget.

Add Supporting Docs:

[3090e22d52472a3d_A_Resolution_Authorizing_the_Purchase_of_Spedsta_Cloud.docx](#)

[447d17ab3ed481f2_Clifton_Park-Spedsta-Proposal-260324.pdf](#)

[d9bf07b755b0802f_SLA_Agree.pdf](#)

Additional Comments/Details: Since funding was appropriated in the Town's FY 2026 Budget, I would like to have the agenda session and TB meeting to consider the resolution on the same evening to begin the deployment and onboarding of the software with Senior Transportation Staff.

Agree to Terms: Agree

[unsubscribe](#)

SPEDSTA

PEOPLE TRAVELING BETTER

Proposal to:
Town of Clifton Park
Attn: John Scavo



Date Submitted – March 24, 2026

Spedsta Inc
San Diego, CA
Office: +(888) 756-3617 ext 702
Mike Buck
mikeb@spedsta.com

Version	Date	Editor	Notes

Confidential Information Statement

Restrictions on Use and Disclosure of Proposal Data:

The information (data) contained in all sheets of this proposal constitutes a trade secret and/or information that is privileged. It is furnished in confidence with the understanding that it will not, without permission of Spedsta Inc., be used or disclosed for other than evaluation purposes. This restriction does not limit the right to use or disclose this information (data) if obtained from another source without restriction.

Executive Summary

SPEDSTA provides software and services for organizations needing to manage transportation options for the elderly, special needs and disabled community. Our customers include small to medium sized Transit, Medical Clinics/Hospitals, Senior Living Homes and Community/Private Transportation Organizations. SPEDSTA is a comprehensive and modern software platform used by over 50 organizations nationally.

This proposal is presented to Town of Clifton Park..

As part of this deployment:

1. SPEDSTA will setup, configure and deploy a dedicated SPEDSTA web application Dispatch service
2. SPEDSTA will offer remote digital training and support.
3. In addition, SPEDSTA will set up a community and configure administration and reporting privileges for a dedicated Town of Clifton Park account.
4. Upon mutually determined and agreed upon success, Town of Clifton Park would agree in principle to do co-marketing, Case Studies, joint conference participation and be a referenceable customer for SPEDSTA.

Regular monthly check-ins will be done to review results, progress, issues and next steps. Any software feature additions and modifications will be captured into a working document for review at these meetings.

What differentiates us?

Core Competency and Capabilities

Specifically developed for elderly, disabled and special needs transportation and delivery demands. We are **subject matter experts!**

The safest & most modern solution encompassing community, dial-a-ride, para-transit, demand-response dispatch, driver-passenger, and caregiver scheduling and tracking platform.

Error free automatic route planning, real time-routing, pooling and communication through seamless dispatch, passenger, and driver tools and apps.

Customizable volunteer and paid driver payout profiles. Custom pricing, discounts, ride cost estimation, collection, disbursement, and accounting

Ease of use, Cross platform functionality across, mobile, desktop and tablet. 1 click destination scheduling, 1 click tracking, 1 click reporting

Easy integration with 3rd party payments systems, ERP, CRMs, ride share (Uber/Lyft) and multiple supported platforms. Ride scheduling API available.

Safety Features

Member decision support systems. Driver-vehicle authorizations, driver matching, caregiver scheduling and tracking, GPS tracking, smart multi-routing, speed tracking, real time communication, route traffic and weather forecasting, driver and passenger reputation tracking, insurance, and license expiration alerts

Privacy and data protection using similar protocols and infrastructure as Apple, Microsoft, Amazon, and Google

Compliance and Security. HIPPA and ADA complaint.

Accounting and Reporting

Robust financial, and historical reporting – Monthly/Quarterly and Annual reports . Build-your-own reports tool and pivot table.

Automated Invoicing and statements. Driver -passenger reconciliation, payouts, payments, cash, cashless, bank transfer, billing systems - Visa/credit card

Detailed driver/passenger reports and analytics. Data logging for liability protection, complaints handling and quality-of-service

Pricing and Terms

Item	QTY	Description	Price	Extension
1	12	SPEDSTA Web Application Services Yearly subscription fee -Unlimited rides, drivers, passengers, admins -Unlimited SMS -Direct Messaging Service	\$299/month	\$3,588
2	1	Account Set Up Fee (One Time Fee)	\$995	\$995
		Total One Time		\$4,583 USD
		Total Recurring	\$299/Month	\$3,588

ADD ON OPTIONS

Item	QTY	Description	Price	Extension
1	12	Automatic Route Planning Platform	\$149/month	\$149
2	12	Per Vehicle License (2) -\$15/vehicle/month	\$15/month	\$30
3	10	Pre-Paid Engineering Hours - Discounted	\$195 \$95	\$950
4	1	SPEDSTA AI Voice Assistant + Dispatch	\$399/month	TBD
5	1	SPEDSTA AI Voice Setup + Dispatch (One Time Fee)	\$995	TBD
6	1	Data Migration (passengers)	\$500 (one time)	TBD
7	1	Quickbooks Integration (One Time Fee)	\$495	TBD

(1) 4 hours of training and 5 hours of Engineering services are included in Account Set-up fee. Additional training hours will be at a rate of \$50/hour.

(2) Ad hoc Engineering services for customizations will be provided at a rate of \$195/hour.

Terms
Sales Tax is applicable for sale of tangibles, no sales tax will be charged for non-recurring engineering services. Sales Tax is NOT included in the above pricing.
Payment terms – We will invoice 100% on receipt of PO: Invoice Terms are net 10 days for customers approved for credit.
Please refer to the Warranty and Support Terms section for more details.
This proposal is valid for 4 weeks after the date of submission.

General Information

Please make the Purchase Order in the name of:

SPEDSTA

7686 Acama Place

San Diego, CA 92126

For further information please contact

Mike Buck - Spedsta Inc.

Office: +1 888 756 3617 ext 702

E-mail: mikeb@Spedsta.com

Terms and Conditions

Period of the Contract

This proposal is submitted in confidence for evaluation, and its contents are proprietary to Spedsta. Except as required by law, the contents of this proposal shall not be revealed to any third party without the prior written consent of Spedsta.

The contract and entire agreement between the Client and Spedsta is defined by (a) these terms and conditions, (b) the proposal which is attached and, if applicable, or (c) purchase orders to the extent they do not contain any additional, inconsistent or contrary terms or conditions (all of which are expressly rejected)

Commercial Terms

Compensation is due and payable upon presentation of an invoice by Spedsta. If Client fails to make payment in full within thirty days of presentation of an invoice, client agrees to pay a late fee of 1.5% of the outstanding balance per month on any and all outstanding balances. Said late charge to be calculated from the billing date indicated on the invoice. Spedsta, at its option, may cease to deliver hardware, software, systems or equipment to Client upon Client's failure to make timely payments. In the event collection of amounts due is referred to an attorney, Client shall bear all costs of collection including but not limited to attorney's fees.

If an order is cancelled, Spedsta will have 30 days to invoice all service performed, goods received, and cancellation or restocking charges incurred as a result of cancellation.

Payment by VISA or Mastercard for engineering services or systems carries a 3 % processing fee.

Non-Disclosure

Spedsta agrees not to use directly or indirectly, the confidential information of client except for executing the terms of the proposed work and will sign a non-disclosure agreement to this effect. For marketing and business development purposes. Spedsta retains the right to publish Case Studies that describe, in a general sense, the work performed under the contract. The client will be included in the review process to ensure that the publication does not reveal or improperly use any confidential information.

Spedsta License Details

- *Issue Resolution: Spedsta shall provide application support services for the Spedsta Software and use commercially feasible efforts to ensure that application support shall be available to perform issue analysis and resolution to a level sufficient to meet the targets set forth below. As issues are uncovered, priorities will be assigned and resolved according to the following criteria:*

- o *Priority 1 – Critical: Unable to perform a critical business function and no reasonable interim workaround is available. Spedsta will provide resolution within 24 hours.*
- o *Priority 2 – High: Unable to perform a critical business function, but a reasonable interim workaround is available. Spedsta will provide 90% resolution within 72 hours.*
- o *Priority 3 – Medium: Unable to utilize a system function, but a reasonable interim workaround is available. Spedsta will provide resolution within 96 hours.*
- o *Priority 4 – Request: Enhancement requests will be responded to within 96 hours and any implementation timeline will be mutually agreed upon.*
- *Support Availability: Spedsta shall be available to provide telephone support to during the hours of 9AM - 5PM Pacific Time for any business issues and any non - Priority 1 technical issues and twenty - four (24) hours per day, seven (7) days per week, for Priority 1 (critical) technical issues.*
- *During the Subscription term, Spedsta agrees to provide telephone Support to the Customer's adequately trained personnel for the Supported Software, to report errors in the Supported Software and to seek assistance with regard to such errors. Customer is responsible for ensuring that any personnel calling for Support are adequately trained. Support does not include telephone training of Customer's personnel*

The subscription license fee does not include implementation or other consulting services including post sign-off consulting or work requests. The initial subscription term as described shall begin upon the effective date of the contract. Subscription license may not be split or shared with other entities.

Service Level Agreement

Online Service Availability: Each web-accessible component of the Spedsta Software will be available 99.9% of the time during each calendar month. Availability is defined as full functionality of and full access to all components of the software. Unavailability due to scheduled maintenance shall not be considered for purposes of calculating such 99.9% average, provided that Spedsta provides Customer with at least 48 hours written notice of such maintenance and such maintenance outages are not unreasonably frequent or lengthy. Maintenance should be scheduled at a time that has the least impact on users of the system, whenever possible. Spedsta will have uptime monitoring configured to check the availability of the web servers and database servers and email notifications will be sent to Spedsta and Customer staff when an outage occurs. The monitoring system will check the uptime status once per minute. A backup system is in place with a standby server configured to take over if the main server fails.

System Response Time: Spedsta will install and maintain an environment that can provide a high quality response time. The time between the receipt of data at the Spedsta web server and the delivery of processed output to the network shall be five seconds or less for at least 95% of all web transactions processed during each calendar month in the case of wired Ethernet connections. Best effort will be made to address any latency issues in a mobile environment. In the case of WIFI environments a minimum download speed 3Mbps is required, Spedsta's page load performance will be under 5 seconds as measured at the 80th percentile via tests running in San Diego, CA.

All mobile hardware (tablet or phone) should have the following minimum capability

1. *4G Wireless Speeds/WIFI access. All mobile facing issues should be tested under 3+ bars*
2. *Chrome Browser Version 54.0+. All testing will be done against this browser version*
3. *Text Message receipt capability for notification of ride changes*
4. *IOS 10+ on Apple Devices*
5. *Android Version 6.0.1 on Android Devices*
6. *GPS capability*

System Capacity: Spedsta shall use commercially reasonable efforts to scale all hardware, software, communication lines and network at its data center necessary to meet capacity needs and to satisfy all service and other requirements set forth in this Service Level Agreement.

Backup & Recovery: Spedsta will be responsible for the routine backup and verification of all components of the software. This includes all system files required to restore the hosted service application instance and its constituent data to a fully operational state. In the event that system recovery requires restoration of data from a backup, the restored data will reflect the last verified

stable system state. Incremental backups will be conducted daily and full backups will be conducted weekly. Duplicated backups are simultaneously created and maintained at a secure, secondary location which will also serve as the designated transfer site where authorized users can access and download backups for local use.

SPEDSTA implements the strongest security practices and will enable you to maintain your HIPAA requirements. Although all our users enjoy the benefits of our security practices, if your business requires HIPAA compliance, let us know and SPEDSTA will sign a HIPAA Business Associate agreement. Details on our HIPAA compliance is below:

- SPEDSTA uses industry standard security for user accounts. All user accounts are required to be unique with a password. The passwords are hashed with an industry standard hashing algorithm and include a salt and pepper token to increase the strength. No employees of SPEDSTA have access to user passwords. Password recovery is done by an automated online tool so that SPEDSTA employees do not have to manually reset a user password. Only the account owner ever has access to the real password.
- Logging and Auditing. All login attempts to SPEDSTA, successful or otherwise, are logged and timestamped. All actions taken within SPEDSTA are logged, along with what actions took place. Upon request, SPEDSTA has the ability to discover when and who made a change to any record.
- SPEDSTA employees have limited access to data. The data available to a SPEDSTA employee is only the amount needed to adequately service the account during support calls. This mainly includes organizational settings and organization employee accounts (e.g., ability to add or remove a user account.) All actions that SPEDSTA employees take are logged and timestamped. Data is never stored directly on an employee's computer.
- Your employees can be given fine grained permissions based on their role in the company .In general, drivers will only have access to the trips they are performing, and only to the data they need to know to perform the trip. This includes the passenger's name and address and any notes you deem necessary. Dispatchers will have read access to all data and the ability to create trips, passenger records, etc. Only Admins will have access to remove trips or delete accounts. SPEDSTA keep track of what was deleted and when to ensure a complete audit trail. Only organization administrators have the ability to edit settings. Employee access to SPEDSTA can be revoked at anytime without consulting SPEDSTA.

Warranty

Spedsta warrants the software supplied for 90 days. Except as set forth in this proposal with regard to both hardware and software, Spedsta makes no representation or warranty of any kind whatsoever, including but not limited to, any warranty of freedom from patent infringement, of merchantability, of fitness for a particular purpose, or arising from a course of dealing or usage of trade or other express or implied warranties.

The total liability of Spedsta to Client for any loss, indemnity, damage or delay of any kind will not under any circumstances exceed one-hundred per cent (100%) of the Contract Sum. Under no circumstances will Spedsta be liable for any loss, indemnity, damage or delay arising out of its failure to perform due to causes beyond its reasonable control, including, without limitation, acts of God, interference by others, delays in receiving approvals or necessary information from Client or their representative, fires, strikes, floods, war, terrorism, riots, delays in transportation and adverse weather.

Acceptance

Signatures indicates acceptance of this proposal and its terms. This proposal is accepted and forms an agreement between Town of Clifton Park (as represented by John Scavo) and Spedsta (as represented by Harsh Wanigaratne).

Signatures indicates acceptance of this proposal and its terms.

John Scavo - Town of Clifton Park



Harsh Wanigaratne (President) Spedsta



SPEDSTA
SERVICE LEVEL AGREEMENT

SPEDSTA Inc
San Diego, CA
+1 888 756 3617
support@SPEDSTA.com

Document Revision History

Version	Date	Editor	Notes

Confidential Information Statement

Restrictions on Use and Disclosure of Proposal Data:

The information (data) contained in all sheets of this proposal constitutes a trade secret and/or information that is privileged. It is furnished in confidence with the understanding that it will not, without permission of SPEDSTA Inc., be used or disclosed for other than evaluation purposes. This restriction does not limit the right to use or disclose this information (data) if obtained from another source without restriction.

PCI-DSS

Our optional preferred payments processor is Stripe (www.stripe.com). They are PCI compliant and an approved vendor on the Visa Global Registry of Service Providers. Any credit card/bank information on our web app is transmitted through HTTPS (TSL/SSL secured) directly to their servers.

Stripe has been audited by an independent PCI Qualified Security Assessor (QSA) and is certified as a PCI Level 1 Service Provider. This is the most stringent level of certification available in the payments industry. SAQ A-EP compliance is followed.

Penetration Testing

SPEDSTA does internal twice yearly security audits of our web application for the following vulnerabilities:

- File disclosure (Local and remote include/require, fopen, readfile...)
- Database Injection (PHP/JSP/ASP SQL Injections and XPath Injections)
- XSS (Cross Site Scripting) injection (reflected and permanent)
- Command Execution detection (eval(), system(), passtru()...)
- CRLF Injection (HTTP Response Splitting, session fixation...)
- XXE (XmleXternal Entity) injection
- Weak .htaccess configurations that can be bypassed
- Presence of backup files giving sensitive information (source code disclosure)

Backup & Recovery

SPEDSTA will be responsible for the routine backup and verification of all components of the software. This includes all system files required to restore the hosted service application instance and its constituent data to a fully operational state. In the event that system recovery requires restoration of data from a backup, the restored data will reflect the last verified stable system state. Incremental backups will be conducted daily and full backups will be conducted weekly. Duplicated backups are simultaneously created and maintained at a secure, secondary location which will also serve as the designated transfer site where authorized users can access and download backups for local use.

HIPAA

SPEDSTA implements the strongest security practices and will enable you to maintain your HIPAA requirements. Although all our users enjoy the benefits of our security practices, if your business requires HIPAA compliance, let us know and SPEDSTA will sign a HIPAA Business Associate agreement.

Details on our HIPAA compliance is below:

- SPEDSTA uses industry standard security for user accounts. All user accounts are required to be unique with a password. The passwords are hashed with an industry standard hashing algorithm and include a salt and pepper token to increase the strength. No employees of SPEDSTA have access to user passwords. Password recovery is done by an automated online tool so that SPEDSTA employees do not have to manually reset a user password. Only the account owner ever has access to the real password.
- Logging and Auditing. All login attempts to SPEDSTA, successful or otherwise, are logged and timestamped. All actions taken within SPEDSTA are logged, along with what actions took place. Upon request, SPEDSTA has the ability to discover when and who made a change to any record.
- SPEDSTA employees have limited access to data. The data available to a SPEDSTA employee is only the amount needed to adequately service the account during support calls. This mainly includes organizational settings and organization employee accounts (e.g., ability to add or remove a user account.) All actions that SPEDSTA employees take are logged and timestamped. Data is never stored directly on an employees computer.
- Your employees can be given fine grained permissions based on their role in the company .In general, drivers will only have access to the trips they are performing, and only to the data they need to know to perform the trip. This includes the passenger's name and address and any notes you deem necessary. Dispatchers will have read access to all data and the ability to create trips, passenger records, etc. Only Admins will have access to remove trips or delete accounts. SPEDSTA keep track of what was deleted and when to ensure a complete audit trail. Only organization administrators have the ability to edit settings. Employee access to SPEDSTA can be revoked at anytime without consulting SPEDSTA.

Data Security

The following data security design policies are implemented on the SPEDSTA web application:

1. SPEDSTA is designed to protect the confidentiality and integrity of transmitted data through the comparison of a cryptographic hash of data transmitted. This is done to help ensure that the message is not corrupted or altered in transit. Data that has been corrupted or altered in transit is rejected.
 - a. File transfer capabilities uses checksums to the validate the integrity of data in transit. If the file MD5 checksum does not match the MD5 checksum calculated on the data received it is not written into the data store.

- b. Login, Signup and Forgot-Password page communications are encrypted with 2048 bit TSL/SSL through the standard HTTPS 443 port
 - c. SPEDSTA further enables secure communication by configuring Secure Shell (SSH) on server instances, generating a unique host-key and delivering the key's fingerprint to the user over a trusted channel.
2. Protection of data at rest
- a. All passwords provided by Members are salted and encrypted with a 448 bit blowfish encryption algorithm and then stored in our database.
 - b. We use parameterized queries on our database to prevent SQL injection attempts
 - c. We ensure access control through SSH, privileges and mechanisms, including backups, isolation, and versioning.
 - d. SPEDSTA uses industry standard security for user accounts. All user accounts are required to be unique with a password. The passwords are hashed with an industry standard hashing algorithm and include a salt and pepper token to increase the strength. No employees of SPEDSTA have access to user passwords. Password recovery is done by an automated online tool so that SPEDSTA employees do not have to manually reset a user password. Only the account owner ever has access to the real password.
 - e. SPEDSTA employees have limited access to data. The data available to a SPEDSTA employee is only the amount needed to adequately service the account during support calls. This mainly includes organizational settings and organization employee accounts (e.g., ability to add or remove a user account.) All actions that SPEDSTA employees take are logged and timestamped. Data is never stored directly on an employees computer.

Online Service Availability

Each web-accessible component of the SPEDSTA Software will be available 99.9% of the time during each calendar month. Availability is defined as full functionality of and full access to all components of the software. Unavailability due to scheduled maintenance shall not be considered for purposes of calculating such 99.9% average, provided that SPEDSTA provides Customer with at least 48 hours written notice of such maintenance and such maintenance outages are not unreasonably frequent or lengthy. Maintenance should be scheduled at a time that has the least impact on users of the system, whenever possible. SPEDSTA will have uptime monitoring configured to check the availability of the web servers and database servers and email notifications will be sent to SPEDSTA and Customer staff when an outage occurs. The monitoring system will check the uptime status once per minute. A backup system is in place with a standby server configured to take over if the main server fails.

System Response Time

SPEDSTA will install and maintain an environment that can provide a high quality response time. The time between the receipt of data at the SPEDSTA web server and the delivery of processed output to the network shall be five seconds or less for at least 95% of all web transactions processed during each calendar month in the case of wired Ethernet connections. Best effort will be made to address any latency issues in a mobile environment. In the case of WIFI environments a minimum download speed 3Mbps is required, SPEDSTA's page load performance will be under 5 seconds as measured at the 80th percentile via tests running in San Diego, CA.

All mobile hardware (tablet or phone) should have the following minimum capability

- 4G Wireless Speeds/WIFI access. All mobile facing issues should be tested under 3+ bars
- Chrome Browser Version 54.0+. All testing will be done against this browser version
- Text Message receipt capability for notification of ride changes
- IOS 10+ on Apple Devices
- Android Version 6.0.1 on Android Devices
- GPS capability

Issue Resolution

SPEDSTA shall provide application support services for the SPEDSTA Software and use commercially feasible efforts to ensure that application support shall be available to perform issue analysis and resolution to a level sufficient to meet the targets set forth below. As issues are uncovered, priorities will be assigned and resolved according to the following criteria:

- Priority 1 – Critical: Unable to perform a critical business function and no reasonable interim workaround is available. SPEDSTA will provide resolution within 24 hours
- Priority 2 – High: Unable to perform a critical business function, but a reasonable interim workaround is available. SPEDSTA will provide 90% resolution within 72 hours.
- Priority 3 – Medium: Unable to utilize a system function, but a reasonable interim workaround is available. SPEDSTA will provide resolution within 96 hours.
- Priority 4 – Request: Enhancement requests will be responded to within 96 hours and any implementation timeline will be mutually agreed upon.

Support Availability: SPEDSTA shall be available to provide telephone support to during the hours of 9AM - 5PM Pacific Time for any business issues and any non - Priority 1 technical issues and twenty - four (24) hours per day, seven (7) days per week, for Priority 1 (critical) technical issues.

During the Subscription term, SPEDSTA agrees to provide telephone Support to the Customer's adequately trained personnel for the Supported Software, to report errors in the Supported Software and to seek assistance with regard to such errors. Customer is responsible for ensuring that any personnel calling for Support are adequately trained. Support does not include telephone training of Customer's personnel

Physical Security

Physical and environmental security is provided by our cloud partners AWS and MNX. The standards to which they adhere to are ISO 27001 A.11 and SOC2 CC6.4/CC6.7.

Software Development and Change Management

SPEDSTA applies a systematic approach to managing changes so that changes to customer impacting services are reviewed, tested, approved, and well communicated. These processes are documented and communicated to the necessary personnel.

The goal of SPEDSTA change management process is to prevent unintended service disruptions and maintain the integrity of service to the customer. Change details are documented in deployment tools.

Prior to deployment to production environments, changes are:

- Developed: in a development environment that is segregated from the production environment. Customer content is not used in test and development environments.
- Reviewed: by peers for technical aspects and appropriateness
- Tested: to confirm the changes will behave as expected when applied and not adversely impact performance
- Approved: by authorized team members to provide appropriate oversight and understanding of business impact

Changes are typically pushed into production in a phased deployment starting with lowest impact sites. Deployments are closely monitored so impact can be evaluated. Service owners have a number of configurable metrics that measure the health of the service's upstream dependencies.

These metrics are closely monitored with thresholds and alarming in place (e.g., latency, availability, faults, CPU utilization, etc.). Rollback procedures are documented so that team members can revert back to the previous state if needed. Customer information, including personal information, and customer content are not used in test and development environments

When possible, changes are scheduled during regular change windows. Emergency changes to production systems that require deviations from standard change management procedures are associated with an incident and are logged and approved as appropriate.

SPEDSTA performs deployment validations and change reviews to detect changes to its environment and tracks identified issues to resolution.

Human Resource Security

As part of the on-boarding process, all personnel supporting systems and devices at SPEDSTA are required to review and sign-off on an employment contract, which acknowledges their responsibilities to overall Company standards and information security. Background checks are performed as part of the Company's hiring verification processes and include education, previous employment, and, in some cases, criminal and other background check permitted by law and regulation for employees commensurate with the employee's position.

SPEDSTA has implemented security awareness and training policy and procedures that address purpose, scope, roles, responsibilities, management commitment, compliance. The security awareness and training policy and procedures are reviewed and updated at least annually, or sooner if required due to information system changes

Upon termination, SPEDSTA ensures that a formal checklist, which includes steps for access removal and collection of assets, is completed by the terminated employee's manager. SPEDSTA is responsible for the following processes upon the termination of an employee.

- Communicating termination responsibilities, such as security requirements, legal responsibilities, and non-disclosure obligations to terminated personnel.
- Revoking information system access.
- Retrieving all SPEDSTA information system-related property (e.g. authentication tokens, keys, badges).

Network Access Control

User access to SPEDSTA servers is not provisioned until appropriate HR checks are completed. Access is provisioned with least privilege per job function. First time passwords are set to a unique value and changed immediately after first use. Access above least privileged, including administrator accounts, is approved by appropriate personnel prior to access provisioning. IT access privileges are reviewed on a quarterly basis by appropriate personnel. Procedures exist so that SPEDSTA user accounts are added, modified, or disabled in a timely manner and are reviewed on a periodic basis.

Users are required to change their passwords every 90 days. While users are allowed to select and change their own passwords, passwords must adhere to the SPEDSTA Password Policy. Requirements include, but are not limited to, a minimum password length, the inclusion of a mix of character types, not using a similar to a recently used password, and not using common words.

Passwords are not transmitted or stored in an unencrypted form, or displayed in clear-text on the screen when being entered. Passwords associated with individual accounts are not shared with anyone or embedded in code, configuration files, batch files, scripts, or any other mechanism that is discoverable by anyone other than the owner of the account associated with the password.

SPEDSTA controls access to systems through authentication that requires a unique user ID and password. SPEDSTA systems do not allow actions to be performed on the information system without identification or authentication.

The obfuscation of authentication data is performed throughout SPEDSTA to help protect the information from unauthorized personnel.

SPEDSTA servers are equipped with logging for security purposes. This service logs all human actions on hosts, including logons, failed logon attempts, and logoffs. These logs are stored and accessible by SPEDSTA for root cause analysis in the event of a suspected security incident. Logs for a given host are also available to the team that owns that host. A front end log analysis tool is available to service teams to search their logs for operational and security analysis. Processes are implemented to protect logs and audit tools from unauthorized access, modification, and deletion.



RESOLUTION

#16

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIOL. FANTINI
Councilman

Resolution No. _____ of 2026 a resolution authorizing the hiring of five (5) part-time seasonal laborers and one (1) full-time laborer for the Buildings and Grounds Department.

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

WHEREAS, openings exist for part-time seasonal laborers and a full-time laborer in the Buildings and Grounds Department; and

WHEREAS, Daniel Clemens, Director of Buildings, Parks and Recreation, has recommended that the five (5) individuals detailed on the attached Schedule A be hired to fill the part-time seasonal positions, and

WHEREAS, Mr. Clemens also recommends hiring Korri Brady for the full-time laborer position; now, therefore, be it

RESOLVED, that the five individuals listed on the attached Schedule A, be hired as part-time seasonal laborers for the Buildings and Grounds Department, to be paid as detailed on the attached Schedule, effective immediately; and be it further

RESOLVED, that Korri Brady be hired as a full-time Laborer for the Buildings and Grounds Department, to be paid at Grade 3, Step 1, \$23.43/hr, \$48,922 annually, to be allocated based on the attached Schedule A-1.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, April 14, 2026 9:17 AM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; hd; Megan Babendreier
Subject: New Employee Resolution Request #2784

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

Department: Buildings & Grounds

Your Name: daniel Clemens

Your Email: dclemens@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 04/21/2026 ✓

Board Meeting Date: 05/05/2026 ✓

Alternate Date: 05/19/2026

Budget Number: A-7110-E4000

Budget Description: General Fund - Buildings & grounds - PT labor (season)

Amount: 16.50 per hour - each one

Brief Description: Hire Archie Fowler and Robert Kimball as part time seasonal laborers in the buildings & grounds department for the 2026 season, effective immediately.

Add Supporting Docs:

[d5c5a58049c3c2c8_Schedule_A - 4.14.26.docx](#)

Additional Comments/Details: these are both new hires. We still need at least one more.

Agree to Terms: Agree

[unsubscribe](#)

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, April 27, 2026 1:44 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagnello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; hd; Megan Babendreier
Subject: New Employee Resolution Request #2840

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

Department: Buildings & Grounds

Your Name: Daniel Clemens

Your Email: dclemens@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 05/05/2026 ✓

Board Meeting Date: 05/05/2026 ✓

Alternate Date: 05/19/2026

Budget Number: A-7110-E???

Budget Description: General Fund - Buildings & Grounds - Employee

Amount: 48,922 annually

Brief Description: Hire Korri Brady as a full time laborer in the Buildings & Grounds Department, Grade 3 Step 1 - effective immediately

Add Supporting Docs:

[061c2fd141fa33fe_Laborer_posting - 4.7.26.pdf](#)

Additional Comments/Details: Request same date TB meeting please. Korri is currently a seasonal employee. He will be able to start immediately.

Agree to Terms: Agree

[unsubscribe](#)

Schedule A

2026 seasonal employees

Archie Fowler	\$16.50/hour	B&G	A-7110-E4000
Robert Kimball	\$16.50/hour	B&G	A-7110-E4000
Bryce Bonville	\$16.50/hour	B&G	A-7110-E4000
Mark Glowgowski	\$17.50/hour (24 hours/week)	B&G	A-7110-E4000
Justin Taylor	\$19/hour	BRGC	A-7190-E4000

Schedule A - I

Town of Clifton Park
Salary Allocation

	Grade	Step	Year	Hourly Rate	2026	Weeks to End of Year	Hours	Projected to End of Year
Korri	Brady	3	1	1	23.43	34.40	40.00	\$ 32,239.68
	effective December 2, 2025							
								\$ 32,239.68
						Rounded to:		<u>\$ 32,200.00</u>
	Transfer funds from:							
	General Fund - Building & Grounds - A Williams					A-07110-E6344		<u>\$ 32,200.00</u>
	Transfer to:							
	General Fund - Building & Grounds K Brady					A-07110-E6241		<u>\$ 32,200.00</u>



RESOLUTION

#17

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. _____ of 2026, a resolution authorizing the establishment of an internal Geographic Information System (GIS) database to support infrastructure management for the Sewer Department.

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

WHEREAS, Michael O'Brien, Collection Systems Manager, advises that his department's current system maps and data are maintained by outside engineering firms, which limit his department's ability to efficiently update records, track asset conditions and manage work orders, and

WHEREAS, Mr. O'Brien recommends implementing an in-house GIS platform to improve infrastructure management, and

WHEREAS, Mr. O'Brien further recommends subscribing annually to the Environmental Systems Research Institute, Inc (ESRI) ArcGIS Online platform, in a total amount not to exceed \$1,725, pursuant to NYS Contract # 00044013.6; now, therefore, be it

RESOLVED, that the Town Board hereby accepts the recommendation of Collection Systems Manager, Michael O'Brien, to subscribe annually to the ESRI ArcGIS Online platform to improve infrastructure management for the Sewer Department, in a total amount not to exceed \$1,725, pursuant to NYS Contract #00044013.6, to be split with \$863 from G7-8111-004 (CP Sewer District #1 – Computer), and \$862 from G11-8111-200 (CP Sewer District #2 – Equipment).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, April 16, 2026 10:38 AM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #2807

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

Department: Sewer

Your Name: Michael O'Brien

Your Email: mobrien@cliftonpark.org

Sponsor: Manir

Agenda Session Date: 04/21/2026 ✓

Board Meeting Date: 05/05/2026 ✓

Alternate Date: 04/21/2026

Budget Number: 1721.00 G7-8111-004 with transfer of \$861 from G11-8111-200

Budget Description: CPSD#1 Computer with transfer from CPSD#2 Equip

Amount: \$1725

Brief Description: The Town of Clifton Park Sewer Department was asked to identify any Technology we are in need of to better serve the Community and a GIS platform was identified as the first step to developing a database for infrastructure management. Based on discussions with Saratoga County and Town Staff with knowledge of this subject, it was identified that a ArcGIS Creator license would be an excellent point of entry for the sewer department using ArcGIS by ESRI. The Annual fees are on state contract and is completely cloud based reducing operational costs significantly. Todays data gathering and management can be done with inexpensive phones and tablets making this an inexpensive and powerful suite for the Clifton Park Sewer Department.

Add Supporting Docs:

[a55f26458f7ad333_gis_request_2026.pdf](#)

[ba8fbb505c61b4b5_ESRI_QUote_2026.pdf](#)

Additional Comments/Details: Councilman Manir and Reed IT meeting outcome. Asked to put forward by Councilman Manir.

Agree to Terms: Agree

[unsubscribe](#)



Town of Clifton Park Sewer Department

One Town Hall Plaza, Clifton Park, NY, 12065

P:518-518-348-7313

F:518-371-3789

April 8, 2026

To: Councilman Zabed Manir
From: Michael O'Brien, CSM
Re: ESRI ArcGIS Online Licensing

Dear Councilman Manir,

The Town of Clifton Park Sewer Department is seeking to establish an internal GIS database to support future infrastructure management efforts. Currently, system maps and data are maintained by outside engineering firms, limiting our ability to efficiently update records, track asset conditions, and manage work orders.

Implementing an in-house GIS platform will improve operational efficiency, data accuracy, and long-term planning. Based on initial research, ESRI's ArcGIS Online platform is a suitable solution.

Recommended Licensing (NYS Contract Pricing):

Quantity	License Type	Unit Cost	Total
1	Creator	\$691	\$691
2	Mobile Worker	\$390	\$780
2	Viewer	\$125	\$250
			\$1,721/year

This estimate does not include hardware. Existing equipment is expected to support initial implementation; any future device needs can be accommodated within the current budget.

I plan to attend the April 21st Town Board meeting to discuss this request and will also be meeting with the Saratoga County CCE ISWM Program Coordinator prior to the Town Board Meeting to further evaluate implementation.

Thank you for your consideration.

Respectfully,
Michael O'Brien, CSM



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-571904

Date: April 8, 2026

Customer # 162662 Contract # 00044013.6

Town of Clifton Park
 Planning Dept
 1 Town Hall Plz
 Clifton Park, NY 12065-3610

ATTENTION: Michael O'Brien
 PHONE: (518) 348-7313
 EMAIL: mobrien@cliftonpark.org

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 4/8/2026 To: 7/7/2026

Material	Qty	Unit Price	Total
153148	1	\$689.13	\$689.13
ArcGIS Online Creator User Type Annual Subscription			
165533	2	\$393.93	\$787.86
ArcGIS Online Mobile Worker User Type Annual Subscription			
153147	2	\$123.92	\$247.84
ArcGIS Online Viewer User Type Annual Subscription			

Subtotal:	\$1,724.83
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$1,724.83

For customers purchasing from the State of New York Centralized Contract No.PM67345/Esri Contract No. 305303, supplemental licensing terms and conditions for the Esri products also apply and can be found here: <https://www.esri.com/en-us/legal/overview>
 NY State contract details can be found here:
 Information Technology Umbrella Contract – Manufacturer Based:
<https://ogs.ny.gov/purchase/snt/awardnotes/7360022802can.HTM>
 PLEASE REFERENCE the above contract on your Purchase Order or Ordering Document.
 Esri Federal Employer ID: 95-2775732

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Cian Kellett	Email: ckellett@esri.com	Phone: (909) 793-2853
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/8/2026 To: 7/7/2026*

Please address purchase orders to:
Esri
380 New York St, Redlands, CA 92373

Quotation # Q-571904

Date: April 8, 2026

Customer # 162662 Contract # 00044013.6

Town of Clifton Park
Planning Dept
1 Town Hall Plz
Clifton Park, NY 12065-3610

ATTENTION: Michael O'Brien
PHONE: (518) 348-7313
EMAIL: mobrien@cliftonpark.org

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Cian Kellett

Email:

ckellett@esri.com

Phone:

(909) 793-2853

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

KELLETT

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-571904

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Date: April 8, 2026

Customer # 162662 Contract # 00044013.6

Town of Clifton Park
Planning Dept
1 Town Hall Plz
Clifton Park, NY 12065-3610

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/8/2026 To: 7/7/2026

ATTENTION: Michael O'Brien
PHONE: (518) 348-7313
EMAIL: mobrien@cliftonpark.org

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Cian Kellett	Email: ckellett@esri.com	Phone: (909) 793-2853
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

KELLETT

This offer is limited to the terms and conditions incorporated and attached herein.



RESOLUTION

#18

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. _____ of 2026, a resolution declaring a public emergency retroactive to April 24, 2026, pursuant to General Municipal Law Section 103(4) within Clifton Park Sewer District #2.

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

WHEREAS, Clifton Park Sewer District #2 has suffered multiple pump failures and is non-operational, requiring the Sewer Department to set up an emergency bypass of the pump station while necessary equipment and repairs are acquired and installed, and

WHEREAS, Section 103(4) of the NYS General Municipal Law provides that in cases of an emergency situation arising from unforeseen circumstances affecting public buildings or the health or safety of its inhabitants, the Town Board may authorize the purchase of service, material and equipment without competitive bids, now, therefore, be it

RESOLVED, that the Town Board determines that the multiple sewer pump failures retroactive to April, 24, 2026 at Clifton Park Sewer District #2, constitute an emergency for procurement purposes under Section 103(4) of General Municipal Law, and be it further

RESOLVED, that the Town Board authorizes Michael O'Brien, Collection Systems Manager, to engage emergency contractors and/or subcontractors to repair the Clifton Park Sewer District #2 sewer system and surrounding public and/or private property affected by the collapse, and be it further

RESOLVED, that the Comptroller is authorized to charge G11-8111-21 (Clifton Park Sewer District #2 – Sewer Contractual – Emergency Repairs) for the expenditures on this project.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, April 27, 2026 10:09 AM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #2838

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

Department: Sewer

Your Name: Michael O'Brien

Your Email: mobrien@cliftonpark.org

Sponsor: Barrett

Agenda Session Date: 05/05/2026 ✓

Board Meeting Date: 05/05/2026 ✓

Alternate Date: 05/05/2026

Budget Number: G11-8111-21

Budget Description: Emergency Repairs

Amount: UNKNOWN

Brief Description: The Town of Clifton Park as operator of the Clifton Park Sewer District #2 is declaring an "Emergency". The Huntwood Pump Station has experienced multiple pump failures and is non operational. The Town of Clifton Park Sewer Department has set up an emergency bypass of the pump station while the necessary equipment and repairs are acquired and installed. Bypass could remain in place for several weeks.

Add Supporting Docs:

Additional Comments/Details: Lifts procurement requirements to expedite work.

Agree to Terms: Agree

[unsubscribe](#)



RESOLUTION

#19

PHILIP C. BARRETT
Supervisor

•

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

•

MARIO L. FANTINI
Councilman

Resolution No. _____ of 2026, a resolution hiring seasonal staff for the 2026 Parks & Recreation Programs.

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

WHEREAS, the Town Board wishes to retain new and returning seasonal staff members for operation of the Locust Land Pool and the 2026 Summer Camps, and

WHEREAS, Megan Babendrier, Director of Parks and Recreation, has recommended that John McQuade be hired as Pool Manager at the Locust Lane Pool, and the hiring of the individuals listed in the attached Schedules A and B; now, therefore, be it

RESOLVED, that John McQuade be hired as the Locust Lane Pool Manager, to be paid at Step 1, \$25.55/hr from A-7152-E4680, (General Fund – Locust Lane Pool – Pool Manager), effective immediately, and the individuals listed in the attached Schedules A and B be accepted as staff for the Town’s 2026 Day Camp Programs and the Town’s three pools, respectively, to be paid as indicated on the schedules through the end of the respective seasons.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, April 29, 2026 4:48 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; hd; Megan Babendreier
Subject: New Employee Resolution Request #2858

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

Department: Parks and Recreation
Your Name: Megan Babendreier
Your Email: mbabendreier@cliftonpark.org
Sponsor: Agatha Reid, Nancy Bellamy
Agenda Session Date: 05/05/2026
Board Meeting Date: 05/05/2026
Alternate Date: 05/05/2026
Budget Number: A-7152-E4680
Budget Description: Hiring of Pool Manager at Locust Lane Pool
Amount: \$25.55/hr
Brief Description: Hiring of John (Jack) McQuade for Pool Manager of Locust Lane Pool for the 2026 summer season, at a rate of \$25.55/hr effective immediately.
Add Supporting Docs:

[6c010396f321601c_20260429165553951.pdf](#)

Additional Comments/Details: n/a
Agree to Terms: Agree

[unsubscribe](#)

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, April 29, 2026 4:40 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagnello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; hd; Megan Babendreier
Subject: New Employee Resolution Request #2857

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

Department: Parks and Recreation
Your Name: Megan Babendreier
Your Email: mbabendreier@cliftonpark.org
Sponsor: Agatha Reid, Nancy Bellamy
Agenda Session Date: 05/06/2026
Board Meeting Date: 05/05/2026
Alternate Date: 05/05/2026
Budget Number: A-7320-E4800, A-7150-E4690, A-7151-E4690, A-7152-E4690
Budget Description: Hiring of Camp Counselors and Lifeguards
Amount: various
Brief Description: Hiring of attached Camp Counselors and Lifeguards
Add Supporting Docs:

[eda7acfab66387f0_Camp_Counselors_2.pdf](#)

Additional Comments/Details: n/a
Agree to Terms: Agree

[unsubscribe](#)

SCHEDULE A

2026 Camp Staff

First	Last	Rate/hr	Position	2026 Step	Account Code	Site
Davin	Leavey	\$16.75	Counselor	5	A-7320-E4800	Full Day
Mackenzie	Kirschner	\$16.00	Counselor	1	A-7320-E4800	Full Day
Ayla	Duval	\$16.00	Counselor	1	A-7320-E4800	Full Day
Travis	Osterhout	\$16.00	Counselor	1	A-7320-E4800	Full Day
Carson	Cook	\$16.00	Counselor	1	A-7310-E4550	Jonesville
Cameron	Smith	\$16.50	Counselor	4	A-7310-E4500	Locust Lane

SCHEDULE B
2026 Lifeguards

First	Last	Rate/hr	Position	2026 Step	Account Code	Site
Annabelle	Zhang	\$16.30	Lifeguard	1	A-7151/7152/7150-E4690	TBD
Emily	Nadeau	\$16.30	Lifeguard	1	A-7151/7152/7150-E4690	TBD
Catherine	Upton	\$16.30	Lifeguard	1	A-7151/7152/7150-E4690	TBD
Isabelle	Cunningham	\$16.30	Lifeguard	1	A-7151/7152/7150-E4690	TBD
Brayden	Yin	\$16.30	Lifeguard	1	A-7151/7152/7150-E4690	TBD
McKenna	Michels	\$16.30	Lifeguard	1	A-7151/7152/7150-E4690	TBD
Jacob	Washburn	\$16.30	Lifeguard	1	A-7151/7152/7150-E4690	TBD
Jackson	Curran	\$16.30	Lifeguard	1	A-7151/7152/7150-E4690	TBD
Jackson	Farrington	\$16.30	Lifeguard	1	A-7151/7152/7150-E4690	TBD
Addison	Quail	\$16.30	Lifeguard	1	A-7151/7152/7150-E4690	TBD
Spencer	Healey	\$16.30	Lifeguard	1	A-7151/7152/7150-E4690	TBD
Tate	Sergott	\$16.30	Lifeguard	1	A-7151/7152/7150-E4690	TBD
Alyssia	Burr	\$16.30	Lifeguard	1	A-7151/7152/7150-E4690	TBD
Wyatt	Fava	\$16.30	Lifeguard	1	A-7151/7152/7150-E4690	TBD
Jackson	Gould	\$16.30	Lifeguard	1	A-7151/7152/7150-E4690	TBD
Evangelina	Zeronda	\$16.30	Lifeguard	1	A-7151/7152/7150-E4690	TBD
Sophia	Tsakaloyannis	\$16.30	Lifeguard	1	A-7151/7152/7150-E4690	TBD



RESOLUTION

#20

PHILIP C. BARRETT
Supervisor

•

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

•

MARIO L. FANTINI
Councilman

Resolution No. _____ of 2026, a resolution authorizing tent rentals for the 2026 summer season.

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

WHEREAS, quotes were received, per the attached Schedule A, for renting tents for the July 4th Celebration, and for seasonal rentals for the Full Day Camp at Clifton Common, and Locust Lane Pool, and

WHEREAS, Whalen Tents, Inc. submitted the lowest quote in an amount not to exceed \$8,030, and

WHEREAS, Megan Babendreier, Director of Parks and Recreation, recommends accepting the quote from Whalen Tents, Inc as lowest conforming quote; now, therefore, be it

RESOLVED, that the Director of Parks and Recreation is authorized to accept the quote from Whalen Tents, Inc., in an amount not to exceed \$8,030, to be paid with \$1,873 from A-7550-052 (General Fund – Festivals – July 4th Fest), \$5,202 from A-7320-09 (General Fund – Full Day Camp – Leases & Rentals) and \$955 from A-7152-9 (General Fund – Locust Lane Pool – Leases & Rentals); and be it further

RESOLVED, that the Comptroller is authorized to transfer \$1,202 from A-07320-00099 (General Fund – Full Day Camp – Day Camp Expense) to A-07320-00009 (General Fund – Full Day Camp – Leases & Rentals).

Cynthia Zlogar

From: Town.of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, April 29, 2026 5:15 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagnello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #2859

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

Department: Parks and Recreation

Your Name: Megan Babendreier

Your Email: mbabendreier@cliftonpark.org

Sponsor: Agatha Reid, Nancy Bellamy

Agenda Session Date: 05/05/2026 ✓

Board Meeting Date: 05/05/2026 ✓

Alternate Date: 05/05/2026

Budget Number: A-7550-052, A7152-200, A-7320-099

Budget Description: Award bid to Whalen Tents

Amount: 8029.04

Brief Description: Award bid of tent rental for July 4 Celebration, Full Day Summer Camp, and Locust Lane Pool for the 2026 season to Whalen Tents.

Add Supporting Docs:

[6a9345f09d81e1de_20260429172054922.pdf](#)

Additional Comments/Details: n/a

Agree to Terms: Agree

[unsubscribe](#)

SCHEDULE A

Town of Clifton Park Parks and Recreation

Quotes

Date: 4/28/2026
Description: Tents for Summer 2026 <ul style="list-style-type: none">• Full Day Camp – two 30’x60’ tents• July 4th – two 30’x60’ tents• Locust Lane – one 20’x40’ tent
Vendor: Whalen Tents (info@whalentent.com) 518-274-4412 Quote: Full Day Camp - \$ 5202.00 ✓ July 4 th - \$1872.32 ✓ Locust Lane Clubhouse - \$954.72 ✓ Total: \$8029.04
Vendor: Clifton Park Rental (MFrodey@cliftonparkrental.com) 518-877-7847 Quote: Full Day Camp - \$ 5472.50 July 4 th - \$ 1990.00 Locust Lane Clubhouse - \$1100.00 Total: \$8562.50
Vendor: Total Events (Joell@totaleventsny.com) 518-383-8602 Quote: No response
Vendor: Toms Tents (tomstentsofhalfmoon@gmail.com) 518-888-2952 Quote: No bid – don’t have enough tents to fulfill bid
Awarded To: Whalen Tents *



Town of Clifton Park

Office of Parks and Recreation

One Town Hall Plaza | Clifton Park, New York 12065 | (518) 371-6667 | FAX: (518) 545-4284

Megan Babendreier, Director

Request for Quote 2026 Tents

April 9, 2026

The Town of Clifton Park Office of Parks and Recreation requests a written price quote for the following tents:

July 4 th Celebration				
2 tents	30'x60'	Saturday July 4	Installed before July 3 Removal on or after July 5	Clifton Common, 6 Clifton Common Blvd, Clifton Park NY 12065
Full Day Summer Camp				
2 tents	30'x60'	June 29 – August 21	Installed before July 28 Removal on or after August 22	Clifton Common, 6 Clifton Common Blvd, Clifton Park NY 12065
Locust Lane Pool Tent				
1 tent	20'x40'	June 24 – August 16	Installed before June 23 Removal on or after August 17	Locust Lane Pool, 5 Locust Lane, Clifton Park NY 12065

Quote

July 4th Tents: _____ Camp Tents: _____ Pool Tent: _____

Total Cost for all 5 tents: _____
(Bids will be awarded at Total Cost price)

Company: _____

Address: _____

Phone: _____ Fax: _____

Authorized Representative: _____

Quotes should be submitted to MBabendreier@cliftonpark.org by April 28, 2026. Quote should include delivery, set up, and removal.



Town of Clifton Park

Office of Parks and Recreation

One Town Hall Plaza | Clifton Park, New York 12065 | (518) 371-6667 | FAX: (518) 545-4284

Megan Babendreier, Director

Request for Quote 2026 Tents

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Locust Lane Pool Tent				
1 tent	20'x40'	June 24 – August 16	Installed before June 23 Removal on or after August 17	Locust Lane Pool, 5 Locust Lane, Clifton Park NY 12065

Quote

July 4th Tents: 1872.32 Camp Tents: 5202.00 Pool Tent: 954.72

Total Cost for all 5 tents: 8029.04

(Bids will be awarded at Total Cost price)

Company: Whalen Tents Inc.

Address: 5 North Street Troy, NY 12180

Phone: 518-274-4412 Fax: 518-271-9091

Authorized Representative: Cornelius Whalen III

Quotes should be submitted to MBabendreier@cliftonpark.org by April 28, 2026. Quote should include delivery, set up, and removal.



Town of Clifton Park

Office of Parks and Recreation

One Town Hall Plaza | Clifton Park, New York 12065 | (518) 371-6667 | FAX: (518) 545-4284

Megan Babendreier, Director

Request for Quote 2026 Tents

April 9, 2026

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Locust Lane Pool Tent				
1 tent	20'x40'	June 24 – August 16	Installed before June 23 Removal on or after August 17	Locust Lane Pool, 5 Locust Lane, Clifton Park NY 12065

Quote

July 4th Tents: \$1990.00 Camp Tents: \$5472.50 Pool Tent: \$1100.00

Total Cost for all 5 tents: \$8562.50
(Bids will be awarded at Total Cost price)

Company: CLIFTON PARK RENTAL

Address: 871 MAIN ST, CLIFTON PARK, N.Y. 12065

Phone: 518-877-7449 Fax: 518-877-6356

Authorized Representative: MICHAEL C. FROEY

Quotes should be submitted to MBabendreier@cliftonpark.org by April 28, 2026. Quote should include delivery, set up, and removal.

clifton park 518-877-7449
Rental
A SPECIAL EVENTS COMPANY



871 Main Street Clifton Park, NY 12065
Ph: (518) 877-7449 Fax: (518) 877-6356
www.cliftonparkrental.com

EVENT DESC: JULY 4TH CELEBRATION
EVENT DATE/DAY: 07/04/2026 Saturday
EVENT TIME: . # RENT DAYS: 1
DELIVERY / OUT: WED 07/01/2026
PICKUP / IN: MON 07/06/2026
SALES PERSON: MF PO #:
ORDER DATE: 04/21/2026 TERMS:

BILL TO:

TOWN OF CLIFTON PARK
1 TOWN HALL PLAZA

CLIFTON PARK NY 12065
TEL: (518) 371-6054 FAX: (518) 371-1136

SHIP TO:

CLIFTON COMMONS

NY

QTY	ITEM DESCRIPTION	PRICE	TOTAL
1	30 X 60 POLE TENT REVOLUTION 1PC	995.00	995.00
1	30 X 60 POLE TENT CENTURY	995.00	995.00

SPECIAL INSTRUCTIONS:

DEL BEFORE 7/3!!!! / REMOVE AFTER 7/5

THIS IS A QUOTE ONLY

SUB TOTAL:	1,990.00
PRODUCTION FEE:	0.00
DAMAGE WAIVER:	0.00
DELIVERY:	0.00
FUEL SURCHARGE:	0.00
SALES TAX:	0.00
TOTAL:	1,990.00

I have read and agree to the Terms and Conditions of Rental

Signature: _____

Printed Name: _____

Date: _____



871 Main Street Clifton Park, NY 12065
Ph: (518) 877-7449 Fax: (518) 877-6356
www.cliftonparkrental.com

EVENT DESC: SUMMER CAMP TENTS
EVENT DATE/DAY: 06/29/2026 Monday
EVENT TIME: # RENT DAYS: 1
DELIVERY / OUT: THU 06/25/2026
PICKUP / IN: MON 08/24/2026
SALES PERSON: MF PO #:
ORDER DATE: 04/21/2026 TERMS:

BILL TO:

TOWN OF CLIFTON PARK
1 TOWN HALL PLAZA

CLIFTON PARK NY 12065
TEL: (518) 371-6054 FAX: (518) 371-1136

SHIP TO:

CLIFTON COMMONS

NY

QTY	ITEM DESCRIPTION	PRICE	TOTAL
2	30 X 60 POLE TENT ELITE 1PC	995.00	1,990.00
7	LONG TERM RENTAL FEE PER WEEK	497.50	3,482.50

SPECIAL INSTRUCTIONS:

DEL BEFORE 6/28!!!! / REMOVE AFTER 8/22

THIS IS A QUOTE ONLY

SUB TOTAL:	5,472.50
PRODUCTION FEE:	0.00
DAMAGE WAIVER:	0.00
DELIVERY:	0.00
FUEL SURCHARGE:	0.00
SALES TAX:	0.00
TOTAL:	5,472.50

I have read and agree to the Terms and Conditions of Rental

Signature: _____

Printed Name: _____

Date: _____



871 Main Street Clifton Park, NY 12065
Ph: (518) 877-7449 Fax: (518) 877-6356
www.cliftonparkrental.com

EVENT DESC: LOCUST LANE POOL
EVENT DATE/DAY: 06/24/2026 Wednesday
EVENT TIME: # RENT DAYS: 1
DELIVERY / OUT: MON 06/22/2026
PICKUP / IN: MON 08/17/2026
SALES PERSON: MF PO #:
ORDER DATE: 04/21/2026 TERMS:

BILL TO:

TOWN OF CLIFTON PARK
1 TOWN HALL PLAZA

CLIFTON PARK NY 12065
TEL: (518) 371-6054 FAX: (518) 371-1136

SHIP TO:

LOCUST LANE POOL

NY

QTY	ITEM DESCRIPTION	PRICE	TOTAL
1	20X40 FRAME TENT TWIN TUBE-WHITE 1PC	400.00	400.00
7	LONG TERM RENTAL FEE PER WEEK	100.00	700.00

SPECIAL INSTRUCTIONS:

DEL BEFORE 6/23!!!! / REMOVE AFTER 8/16

THIS IS A QUOTE ONLY

SUB TOTAL:	1,100.00
PRODUCTION FEE:	0.00
DAMAGE WAIVER:	0.00
DELIVERY:	0.00
FUEL SURCHARGE:	0.00
SALES TAX:	0.00
TOTAL:	1,100.00

I have read and agree to the Terms and Conditions of Rental

Signature: _____

Printed Name: _____

Date: _____