TOWN OF CLIFTON PARK
TOWN BOARD MEETING

October 4, 2021

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

ONLINE BOARD MEETINGS

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

II. Pledge to Flag

III. Roll Call

IV. Approval of Town Board Minutes

V. Communications/Announcements

VI. Business

- **Recognition of Eagle Scout – Maximilian Szczesny**
- **Presentation by Shenendehowa Robotic Renovators – The LLAMA System**
- **Resolutions for Consideration**
- **Other Business**

VII. Open Public Privilege

NOTE:
At this time, the Town Board meeting will be open to the public following CDC and New York State Guidelines for COVID-19. If vaccinated, no mask is required. Please check www.cliftonpark.org for final agenda and updates. Each speaker shall state name and address prior to addressing the Board and shall be granted the floor for a single time frame of up to five minutes. The Board asks that members of the public respect the opportunity of the speaker at the podium to be heard, and asks that the public refrain from conducting side meetings within the meeting room. In an effort to ensure that the widest number of community viewpoints are heard, the Board asks members of groups or the public to withhold comment, if their viewpoints have already been presented. The Board thanks everyone in attendance for their understanding and also for their desire to actively participate in the Town decision making process.

VIII. Adjournment

Resolutions for Consideration
Clifton Park Town Board Meeting
October 4, 2021

	SOURCE	RESOLUTION	CONTACT
1.	Town Board	Recognition Maximilian Szczesny on attaining the rank of Eagle Scout	P. Barrett
2.	Supervisor	Authorize the appropriation of $1,500,000 for the construction of Phase I of the Town Center Park Plan	P. Barrett
3.	Supervisor	Schedule a public hearing on a proposed amendment to Ch. 152 of Town Code relative to the Vischer Ferry Nature	P. Barrett
4.	Supervisor	Schedule a public hearing on proposed amendments to Ch 153 of Town Code relative to prohibiting hunting on Town owned parks, park areas, and open spaces	P. Barrett
5.	Parks & Recreation	Authorize Emily Kasky to serve alcoholic beverages at a gathering on October 23, 2021	P. Barrett
6.	Parks & Recreation	Authorize Melissa Wilson to serve alcoholic beverages at a gathering on November 27, 2021	P. Barrett
7.	Buildings & Grounds	Authorize electrical work and fencing at the Clifton Park Action Park	P. Barrett

Resolution No. ____ of 2021, a resolution recognizing Maximilian Szczesny for achieving the rank of Eagle Scout.

Introduced by _____, who approved its motion, seconded by _____.

WHEREAS, the People of the Town of Clifton Park, New York, take immense pride in the accomplishments of its Residents and recognize the valuable contributions of the Boy Scouts of America to our community and to our nation; and

WHEREAS, while Max has maintained his love of and commitment to scouting which began in Cub Scout Pack 316 in Washingtonville, NY and continued once he joined Pack 4042 in Jonesville then crossing over to Boy Scout Troop 4045, and

WHEREAS, Max Szczesny has proven himself to be an outstanding member of the Boy Scouts of America and has earned the rank of Eagle Scout; and

WHEREAS, the rank of Eagle Scout is the highest award that a Boy Scout can earn and to achieve this rank, Max demonstrated leadership and completed his Eagle Scout project which benefited the community; and

WHEREAS, Max has been an active member serving in leadership positions including: Patrol Leader, Den Chief, Troop Guide, and Troop Order of the Arrow Representative, and most recently elected as the Senior Patrol Leader of his Troop, and

WHEREAS, Max is also an active brotherhood member of the Kittan Order of the Arrow, serving as Naxa Nimat Chapter Chief and was selected for the Vigil Honor, a recognition bestowed on only a handful of Arrowmen each year for their service and dedication to the Order of the Arrow at Chapter and Lodge levels, and

WHEREAS, Max's Eagle Scout Project including design, coordination of volunteers and building of a Rosary Garden for the benefit of the parishioners of St. Edward the Confessor Roman Catholic Church in Clifton Park, and was completed in August of 2020, and

WHEREAS, Max's dedication to the Boy Scout Oath, while using his time and energy to give back to his community will serve to prepare him for a meaningful, productive role in society; now, therefore be it

RESOLVED, that on behalf of the People of the Town of Clifton Park, the entire Town Board does hereby congratulate and salute Maximilian Szczesny on his achievement of the rank of Eagle Scout. We are proud to have him as a member of our community.

Resolution No. ___ of 2021, a resolution appropriating $1,500,000 for the construction of Phase I of the Town Center Park Plan.

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

WHEREAS, by Resolution No. 243 of 2017, the Town Board authorized the acquisition of 34 +/- acres of land in Town Center from the Shenendehowa Central School District for park purposes, and

WHEREAS, by Resolution No. 97 of 2018, the Town Board established a Planning Committee and Stakeholders Group to conduct a comprehensive public planning process to develop ideas and concepts consistent with the community's vision for the future park, and

WHEREAS, by Resolution No. 25 of 2021, the Town Board adopted a Town Center Park Master Plan based upon input and evaluation obtained through the Stakeholders Group planning committee process, and

WHEREAS, by Resolution No. 101 of 2021, the Town Board retained Environmental Design Partners to design Phase I of the Development Plan for the Town Center Park, including initial storm water and archeological study, park access, and first trail connections, and

WHEREAS, on September 20, 2021, EDP presented its plan to establish park access and the initial park development consistent with Phase I design as outlined in the Town Center Master Plan, and

WHEREAS, the Town Board wishes to proceed with Phase I development of the 34-acre Town Center Park, on lands acquired from the Shenendehowa Central School District in 2017, consistent with The Master Plan as articulated by Environmental Design Partners; now, therefore be it

RESOLVED, that the Town Board hereby appropriates the sum of $1,500,000 for Parkland development of Phase 1 of the Town Center Park Master Plan, and be it further

Resolved, that the comptroller is directed to establish a capital projects fund with a transfer of $1,500,000 from Undesignated Fund Balance [A-00915] to Interfund Transfer [A-08150-00015] to offset the costs of Phase 1 of the park development, and be it further

Resolved, that the Comptroller is authorized to establish a Capital Projects Fund, (H60-Clifton Park Town Center Park), with the funds to be utilized from the amounts above.

Resolution No. _____ of 2021, a resolution scheduling a public hearing on a proposed local law to amend Chapter 152 of the Town Code relative to the Vischer Ferry Nature Preserve and Town Parks and lands

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

WHEREAS, in 1977, residents of the Town formed the Vischer Ferry Association to advocate for the creation of the Vischer Ferry Historical and Nature Preserve, successfully petitioning the Town, to accept responsibility for the preserve, and

WHEREAS, on April 25, 1977, the Town received the first use and occupancy permit for the purposes of "establishing a recreation and nature preserve and, under the sponsorship of the Town Board, successfully petitioning the New York State Canal Corporation to delegate the operation and maintenance of the proposed lands to the Town, as described in the "Vischer Ferry Historical and Nature Preserve Report" prepared by the Vischer Ferry Association, and

WHEREAS, since 1977, the Town has completed numerous capital projects and upgrades to the preserve, with individual permits issued by The Canal Corporation as necessary, and

WHEREAS, a list of recent capital projects, volunteer activities and Eagle Scout enhancements to The Preserve is attached hereto as Exhibit A, and

WHEREAS, in addition, the Town has acquired some 67 acres of lands in close proximity to the original preserve lands for future addition to The Preserve, and

WHEREAS, the Town Board wishes to schedule a public hearing on a proposal to accept a new and consolidated use and occupancy permit from New York State Canal Corporation to supersede individual permits issued on a project basis, and to recognize Town lands as acquired for park and preserve purposes as designated nature preserve lands, to adopt maps demonstrating the current boundaries of the preserve lands, and to establish regulations for all preserve lands under the Town's management; now, therefore be it

RESOLVED, that a public hearing is hereby scheduled for October 18, 2021, at 7:05 PM in the Wood Memorial Room, 1 Town Hall Plaza, Clifton Park, New York to receive public comment regarding on a proposal to amend Chapter 152 of the Town Code to recognize an expansion of the Vischer Ferry Nature and Historic Preserve.

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING REGARDING
PROPOSED AMENDMENTS AND REVISIONS TO CHAPTER 152 OF THE TOWN CODE
RELATIVE TO THE VISCHER FERRY NATURE AND HISTORIC PRESERVE

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on October 18, 2020 at 7:05 p.m. in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York to consider revisions and amendments to the Town's code relative to the Vischer Ferry Nature and Historic Preserve.

The proposed legislation would acknowledge and accept a new and consolidated Use and Occupancy Permit from the New York State Canals Corporation, encompassing all Canals Corporation Lands within the Town, and adding certain Town owned lands to the Vischer Ferry Preserve for management purposes, and continue the prohibitions against Deer Hunting within and Nature Preserve Lands.

Copies of the proposed local law are posted at https://cliftonpark.org/government/legal-notices.html , and are available for review in the Town Clerk's office during normal business hours.

_____
Teresa Brobston, Town Clerk

Town of Clifton Park

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

EXHIBIT A

Recent Projects Undertaken or Completed at the Vischer Ferry Nature & Historic Preserve as of September 2021

Under the Town of Clifton Park's management of the Vischer Ferry Nature & Historic Preserve, the following actions have taken place in recent years:

Recreational Enhancements

- In 2021 the town improved a kayak/canoe launch site, near a picnic area by the river. The picnic area is supported by volunteers from the Chamber of Commerce.
- In 2021 the Town installed a new map at the Whipple Bridge entrance to the Preserve, to help inform the public on the multiple access points into the preserve.
- In 2020, the Town of Clifton Park built a new 100-foot pedestrian bridge east of the Clute's Dry Dock historic site to re-create a crossing over the enlarged canal at the site of a former farmer's bridge. This project used National Scenic Byway funds and NYS Canal Corporation funding resources in additional to local match / Town resources.
- In 2020, an Eagle Scout Leo Coons led a restoration of the pedestrian crossing on the west side of Clute's Dry Dock that reconnects the historic site to the original towpath on the Erie Canal. This restored a pedestrian crossing that had been a previous Eagle Scout project from the 1990s.
- In 2020, an Eagle Scout Michael Roos restored the old Eagle Scout Trail, the "White Trail" that runs diagonally from the Erie Canal Community Connector Trail at the Historic Double Lock 19 vicinity, to the southeast diagonally, on a route also known as the Tall Spruce Trail.
- In 2020, two (2) new benches between the Whipple Bridge and Historic Lock 19 were constructed and installed by an Eagle Scout in 2020.
- In 2017-18, volunteers updated the trail network's trail markings in 2018-19 and conducted mapping of the trails with help from volunteer Chris Nafis.
- In 2017-2018, the Town of Clifton Park rehabilitated the towpath trail from the end of Ferry Drive bearing easterly to the Town of Halfmoon (and the trail restoration continues into Halfmoon). This project is several miles long and is known as the Erie Canal Community Connector Trail. This project was completed with federal funds and local (Town) funds as match.
- In 2016, Eagle Scout Tom Holtzman created a short spur trail to the river as an overlook location with a park bench and river view. This trail is located off the south side of the Erie Canal Community Connector Trail, east of the CPWA access road.
- Other scouts and volunteer groups have assisted with trails maintenance throughout the preserve.

Historic Enhancements

- Volunteers led the vegetative clearing and removal of trees from the canal walls and conducted general site restoration of the Double Lock 19 historic site aided by engineering students from the Shenendehowa Central School District and members of the business community through the Southern Saratoga Chamber of Commerce, including the construction of a small pedestrian bridge at this site.

Ecological Enhancements

- Vischer Ferry NHP was named by Audubon New York as an Important Bird Area https://www.audubon.org/important-bird-areas/vischer-ferry-nature-and-historic-preserve?site=ny&nid=5341
- The NYS Department of Environmental Conservation (NYS DEC) designated the Vischer Ferry Nature & Historic Preserve as a Bird Conservation Area in 2006. http://cliftonparkopenspaces.org/locations/vischersferry/

Educational

- The Mohawk Towpath Scenic Byway produced a Cell Phone Tour of the entire Byway include several stops and locations within the Vischer Ferry Nature & Historic Preserve.
- The Byway has also funded and installed historic / cultural interpretative signage at Clute's Dry Dock entrance; at Whipple Bridge entrance; and at Ferry Drive entrances to the Preserve.
- The Audubon Society of the Capital Region marked a bird interpretation trail route (with QR code markers on small wooden posts) to provide educational information to visitors.
- Bluebird boxes were installed and a brochure was developed by Amanda Macey and Ms. Carvey for Girl Scouts Silver Award in 2016.
- Family Hike Interpretative Signage was installed by an Eagle Scout Douglas Connell in 2015.
- The Town Historian regularly leads historic tours of the VFNHP on foot and by guided bike ride.
- Birding groups lead regular birding walks at the VFNHP.

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Chapter 152
Nature Preserves

[HISTORY: Adopted by the Town Board of the Town of Clifton Park 2-26-1979 by L.L. No. 5-1979; amended in it entirety 6-18-2007 by L.L. No. 5-2007. Subsequent amendments noted where applicable.]

§ 152-1 **Purpose and definition.**

A. The Town recognizes the unique characteristics and benefits to the Town of nature preserves within its borders, and wishes to establish regulations for the use of nature preserves owned or under management by the Town. These regulations shall apply to the Dwaas Kill Nature Preserve, the Vischer Ferry Nature and Historic Preserve, the North Woods Nature Preserve (former Round Lake Reservoir lands), Riverview Nature Preserve and all other nature preserves now owned, managed, or subsequently acquired, designated, or established by the Town of Clifton Park.

B. The Town of Clifton Park finds and determines that these nature preserves offer unique combinations of undeveloped land, scenic vistas and/or open space which can provide for management and preservation of rare, threatened or endangered species of flora and fauna, provide habitat for birds, fish and other wildlife, permit the study of the natural sciences including biology, botany, ecology, entomology, ecology and geology, and to provide areas for passive, nonmotorized recreational uses including but not limited to educational activities, walking, fishing, hiking, photography, cross-country skiing and snowshoeing.

C. Preserves may be maintained, altered or modified by the Town to preserve, improve, alter or enhance their character, desirability and usefulness to the people of the Town, consistent with the purposes stated herein.

§ 152-2 **[Boundary descriptions.]** **Vischer Ferry Nature and Historic Preserve.**

[A]The Vischer Ferry Nature and Historic Preserve, [property to be used only for the purposes of recreation and historical and nature preservation, hereinafter designated as the "Vischer Ferry Nature and Historic Preserve,"] was originally established in 1977 on lands of the New York State Canal Corporation, for nature preserve and recreational purposes, made possible by the issuance of a Use and Occupancy permit to the Town from the New York State Canal Corporation. Lands encompassed within the Preserve were expanded through the issuance of subsequent permits from the Canal Corporation, to the Town, and by land acquisitions made by the Town.

B Boundary:

The Vischer Ferry Nature Preserve [shall be generally] consists of all NYS Canal Corporation Lands within the Town of Clifton Park, County of Saratoga, [defined as the area of land in the Town of Clifton Park, Saratoga County, that is] bordered by the Mohawk River on the south, Lock 19 of the Old Erie Canal on the west, Riverview Road on the north to the border line with the Town of Halfmoon on the East. [and a line running near the Clute Dry Dock on the east and that is further defined on the map which is part of the official agreement between the New York State Department of Transportation and the Town of Clifton Park dated April 7, 1977, New York State Department of Transportation Waterways Maintenance Subdivision Permit No. 77-02-10.] The Vischer Ferry

Nature Preserve Lands permitted to the Town are shown on a map on file with the Clifton Park Town Clerk dated (DATE) together with NYS Canal Corporation Use and Occupancy Permit no (ID THE PERMIT) issued on (DATE), which supersedes and consolidates all previously issued permits.

Also included within the Vischer Ferry Nature Preserve are the following lands acquired by the Town of Clifton Park for Park and Nature Preserve purposes:

1 SBL 293.-2-1, 24.8 Acres acquired on December 10, 2001 for Nature Preserve purposes (Resolution 260 of 2001)
2.SBL 288.-1-76; 2.84 acres acquired for Park and Preserve purposes on October 27, 1997 per Resolution 214 of 1997
3. SBL 288.-1-48.1; 15 Acres acquired March 12, 2003 for Park and Preserve purposes per resolution 308 of 2003.
4. SBL 287.16-1-18 , acquired April 28, 2006, pursuant to resolution 84 of 2006 for Park and Nature Preserve purposes
5. SBL 288.-2-31, acquired April 28, 2006, pursuant to resolution 84 of 2006 for Park and Nature Preserve purposes

The Consolidated Nature Preserve Boundaries, incorporating the above referenced Town owned Lands acquired for Park and Nature Preserve purposes, dated [ ], and Titled "Vischer Ferry Nature and Historic Preserve Management Area" is on file with the Town Clerk.

C Uses

The Vischer Ferry Nature Preserve lands shall be for use as a nature and historic preserve, for the purposes of recreation, historic and nature preservation, including: the maintenance of the hiking trails constructed along on the east and west sides of Ferry Drive, and maintaining certain pedestrian bridges, canoe/kayak boat ramps, parking facilities, trailheads and signage.

D [§ 152-3] Hunting and discharge of firearms restricted.

Hunting shall be restricted within The Vischer Ferry Nature Preserve. Within the Vischer Ferry Nature and Historic Preserve only, hunting shall be restricted to the use of shotguns for duck hunting only, said hunting being limited to the first seven calendar days of duck hunting season as established by the State of New York. Discharge of firearms, or bows of any type, for hunting, target shooting or any other purpose during any time of the year other than as set forth above relative to waterfowl hunting, is prohibited. Hunting is allowed to the exclusion of all other uses, recreational or otherwise, during the above-described seven-day period.

B. Dwaas Kill Nature Preserve. The Dwaas Kill Nature Preserve shall only be used for the purposes of recreation and historic and nature preservation, is hereinafter designated as the "Dwaas Kill Preserve" and shall generally be defined as the area of land of approximately 248.485 acres that is bordered on the south by Kinns Road, north by the Canadian Pacific Railway Company (formerly the Delaware and Hudson Railroad) rail line, to the east by Pierce Road, and to the west by Carlton Road, and that is further defined by a subdivision plan/survey map on file with the Town Clerk dated July 21, 2005.

C. North Woods Nature Preserve (former Round Lake Reservoir Lands). The North Woods Nature Preserve formerly known as the "Village of Round Lake Reservoir property," shall only be used for the purposes of recreation and historic and nature preservation, is hereinafter designated as the "North Woods Nature Preserve" and shall generally be defined as the area of land of approximately 80.746

acres that is bordered on the south by West Terrace Court, Burning Bush Boulevard, and Brier Court, to the north by Shadow Wood Way, to the east by Forest Drive and to the west by South Hollow Road and Blue Spruce Lane, and that is further defined by a survey map on file with the Town Clerk dated October 25, 2003.

D. Riverview Nature Preserve. The Riverview Nature Preserve is approximately six acres, along the south side of Riverview Road, bounded by Riverview Orchards to the west, residences of Brian Drive to the east, and lands of New York State Canal Corporation along the southern boundary. The Mohawk River is along the strip of Canal Corporation land along the preserve's southern boundary.

§ 152-3 **Hunting and discharge of firearms restricted.**
Hunting and any discharge of firearms, or bows of any type, are prohibited within any Nature Preserve owned, or managed, by the Town of Clifton Park.

§ 152-4 **Motorized vehicles restricted.**
Motorized vehicles or crafts of any sort, except for emergency vehicles and vehicles operated by police, environmental conservation officers, town officials or others designated by them on official business, are banned from the nature preserves. This shall include motor vehicles, all-terrain motorized vehicles, snowmobiles, trail bikes, motorcycles, motor boats or any other motor-driven craft. This shall not apply to wheelchairs or motorized vehicles designed to enable an individual with a disability.

§ 152-5 **Nature preserves hours.**
The nature preserves shall be open for general public use from 1/2 hour before sunrise to 1/2 hour after sunset. These hours may be varied by the Town Supervisor for special events. These hours shall not conflict with time periods set forth from time to time by the New York State Department of Environmental Conservation or the United States Fish and Wildlife Service for the regulation of waterfowl hunting seasons and hours.

§ 152-6 **Prohibited acts.**
It shall be unlawful and constitute an offense for any person to:

A. Utilize or make use of any preserve within the Town except during the hours set forth in this article.

B. Use or utilize any preserve within the Town for any act or use which is prohibited by this article.

C. Vandalize, spray paint, break, or damage any property, fixture, building, facility, improvement or structure, or any trees, shrubbery, landscaping materials, and the like in any nature preserve within the Town.

D. Operate any motor vehicle of any sort on any field, court, park or recreational facility other than for official purposes and in designated areas. This shall include motor vehicles, all-terrain-motorized vehicles, snowmobiles, motorized-trail bikes, motorcycles, or any other motor-driven craft.

E. Except for lawful hunting and fishing as permitted herein, it shall be unlawful and a violation for any person to harass or harm wildlife, or to permit his or her dog or other domestic pet to do so.

F. Use or ignite fireworks of any kind, including sparkling devices as defined in Subparagraph (vi) of Subdivision (a) of Paragraph 1 of § 270.00 of the New York State Penal Law, as referenced in § 156-h of the New York State Executive Law. **[Added 8-17-2015 by L.L. No. 9-2015]**

G. Except for Duck Hunting as described in Section 152-D, above, within the Vischer Ferry Nature Preserve, the discharge of all fireams, rifles, or bows of any type is strictly prohibited within Nature Preserves within the Town of Clifton Park.

H The removal, destruction, or defacement of any signs or postings prohibiting trespass or hunting with any Nature Preserve owned or managed by the Town of Clifton Park is strictly prohibited.

§ 152-7 **Penalties for offenses.**
[Amended 9-8-2020 by L.L. No. 6-2020]

Any person found to have violated any of the provisions of this chapter shall be guilty of a violation and shall be subject to the following:

A. For a first offense, a civil penalty not to exceed [$250,] $500.00 in addition to restitution for damage to preserve property.

B. For a second offense committed within a period of 18 months, a civil penalty not to exceed $1,000, in addition to restitution for any damage to preserve property.

§ 152-8 **Town security officers.**
[Amended 9-8-2020 by L.L. No. 6-2020]

The town security officers are authorized to provide for compliance with this chapter and hereby authorized to issue and serve appearance tickets and to participate in the prosecution of any offenses found in this chapter.

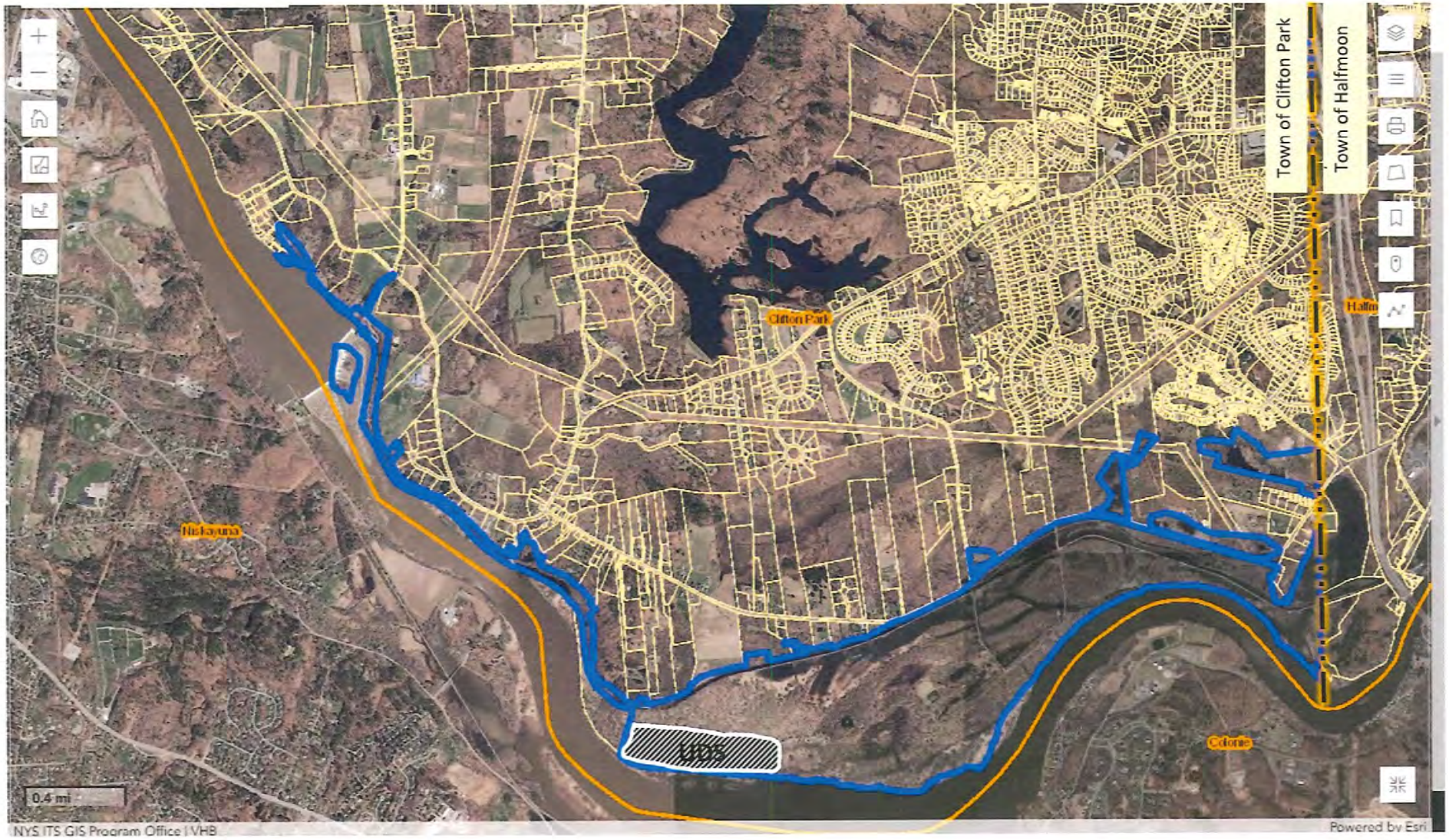
§ 152-9 **Written plea agreements.**
[Added 9-8-2020 by L.L. No. 6-2020]

Appearance tickets issued under this chapter may be resolved by written plea agreement lodged with the court, subject to judicial approval, for individuals represented and unrepresented by counsel. Electronic signatures, scanned or photocopied signatures on plea agreement forms shall be presumptively reliable.

Vischer Ferry Nature & Historic Preserve Lands Under Permit to the Town of Clifton Park

Data Source: https://spatial.vhb.com/SaratogaMapViewer/

8/9/2021



Vischer Ferry Nature & Historic Preserve Management Area 2021

9/24/2021

Resolution No. _____ of 2021, a resolution scheduling a public hearing on a proposal to establish regulations prohibiting hunting on Town lands acquired for open space and park purposes.

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

WHEREAS, by Resolution No. 95 of 2005, and Resolution No. 162 of 2007, the Town Board authorized the acquisition of some 155 acres of land for park purposes, and subsequently designated the lands as Garnsey Park, and

WHEREAS, by Resolution No. 201 of 2018, the Town Board accepted the dedication of 96+/- acres adjacent to Garnsey Park from Saratoga P.L.A.N. for park purposes, and

WHEREAS, the Town Board regularly accepts the dedication of Open Space in conjunction with Planning Broad approvals of subdivisions throughout the Town, and

WHEREAS, the Town Board wishes to clarify and codify its prohibition of hunting, or the discharge of bows and firearms, on all town-owned lands for any reason; now, therefore be it

RESOLVED, that a public hearing is hereby scheduled for October 18, 2021, at 7:07 PM in the Wood Memorial Room, 1 Town Hall Plaza, Clifton Park, New York to receive public comment regarding on a proposal to amend Chapter 153 of the Town Code to recognize Garnsey Park, and the former Saratoga P.L.A.N. lands, and to codify the Town policy of prohibiting hunting, target shooting, and the discharge of bows or firearms on all town-owned lands, and the Town Clerk is directed to publish appropriate notice of the same.

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING REGARDING
PROPOSED AMENDMENTS AND REVISIONS TO CHAPTER 153 OF THE TOWN CODE
RELATIVE TO PARKS AND OPEN SPACES

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on October 18, 2020 at 7:07 p.m. in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York to consider revisions and amendments to the Town's code relative to the Lands acquired for Park and Open Space Purposes

The proposed legislation would acknowledge the addition of the 155± Acre Garnsey Park within the town code for enforcement purposes, as well as a 97± Parcel of Lands acquired in 2018 from Saratoga Plan adjacent to the Park. The proposal also extends the Town's prohibitions on Hunting and the discharge of firearms on all Town Owned Lands, including Open Space Lands acquired in conjunction with Subdivision and other Land use approvals issued by the Town's Planning Board.

Copies of the proposed local law are posted at https://cliftonpark.org/government/legal-notices.html , and are available for review in the Town Clerk's office during normal business hours.

_____
Teresa Brobston Town Clerk

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Chapter 153
Parks

[HISTORY: Adopted by the Town Board of the Town of Clifton Park 6-18-2007 by L.L. No. 6-2007. Amendments noted where applicable.]

GENERAL REFERENCES

Department of Buildings and Grounds — See Ch. **5A**.
Environmental Conservation Commission — See Ch. **13**.

Department of Parks, Recreation and Community Affairs — See Ch. **34**.

Alcoholic beverages — See Ch. **59**.

Mass public assemblies — See Ch. **64**.

Burning — See Ch. **80**.

Dogs — See Ch. **92**.

Firearms — See Ch. **108**.

Noise — See Ch. **149**.

Nature preserves — See Ch. **152**.

Zoning — See Ch. **208**.

Article I
Parks, Park Areas and [Park Districts] Open Spaces

§ 153-1 **Findings and determinations.**
It is hereby the finding and determination of the Town Board that use of parks and park areas within the Town of Clifton Park beyond established times or in violation of the following prohibitions constitutes and creates disturbance for homeowners and others residing within the vicinity of town parks and park areas.

§ 153-2 **Park hours.**
All parks and park areas within the Town of Clifton Park, and all areas on the Clifton Common, shall be open for public use from the hours of 5:30 a.m. until 10:00 p.m. or as otherwise posted. This limitation shall apply to all exterior areas and shall not be applicable to activities inside any buildings within any of the aforesaid areas.

§ 153-3 **Collins Park.**
All dogs at Collins Park shall be on a leash and kept under leash control.

§ 153-4 **Prohibited acts.**
It shall be unlawful and constitute an offense for any person to:

A. Utilize or make use of any park within the Town except during the hours set forth at § **153-2** hereinabove.

B. Use or utilize any park within the Town for any act or use which is prohibited by this article.

C. Vandalize, spray paint, break, or damage, any property, fixture, building, facility, improvement or structure, or any trees, shrubbery, landscaping materials, and the like in any park or park area within the Town.

D. Operate any motor vehicle of any sort on any field, court, park or recreational facility other than for official purposes and in designated areas. This shall include motor vehicles, all-terrain motorized vehicles, snowmobiles, trail bikes, motorcycles, or any other motor-driven craft.

E. Use or ignite fireworks of any kind, including sparkling devices as defined in Subparagraph (vi) of Subdivision (a) of Paragraph 1 of § 270.00 of the New York State Penal Law, as referenced in § 156-h of the New York State Executive Law. **[Added 8-17-2015 by L.L. No. 9-2015]**

F. Hunt, target shoot, or cause the discharge of any firearm, or bows of any type, for any reason within in any park, park area, Open Space or lands owned, or managed, by the Town of Clifton Park.

§ 153-5 **Parking limited to park use.**
[Amended 9-8-2020 by L.L. No. 6-2020]

It shall be unlawful and constitute a violation under this article for any person to park any motor vehicle in a town park or public park within a park district at a time when the operator of the motor vehicle is not utilizing the park or park facilities for their lawful purpose(s).

Article II
Clifton Common

§ 153-6 **Determination.**
The Town of Clifton Park hereby determines that substantial moneys have been invested by the Town in the Clifton Commons, and substantial time and effort on the part of volunteers and volunteer organizations have been and continue to be provided to develop, maintain and continue the Clifton Common as a special recreational and park area for town residents. Certain activities if permitted on the Clifton Common would create risks to personal safety or property or problems with respect to the maintenance of the Clifton Common and involve uses never intended for this area of the town.

§ 153-7 **Activities specifically prohibited on Clifton Common.**

(a) Golfing on the Clifton Common is hereby prohibited.

(b) Hunting, target shooting, or the discharge of any firearm, or bows of any type, for any reason are prohibited.

§ 153-8 **Dogs.**
All dogs upon the Clifton Common must be kept upon a leash and under leash control.

§ 153-9 **Penalties for offenses.**
[Amended 9-8-2020 by L.L. No. 6-2020]

A. Any person found to have violated any of the provisions of [§ **153-3** and § **153-8** of] this chapter shall be guilty of a violation and shall be subject to civil penalties according to the provisions of Chapter **92**,

§ **92-13**, of this Code.

B. Any person found to have violated any of the remaining provisions of this Chapter **153** upon the Clifton Common shall be guilty of a violation and shall be subject to a civil penalty [of up to $250] not to exceed $500.00, and up to $1,000 for every subsequent offense committed within 18 months, in addition to restitution for any damage to Park property.

Article III
Clifton Park Action Park

§ 153-10 **Determinations.**
The Town Board recognizes the popularity of skating and skateboarding as a means of active recreation for area residents and has established the Clifton Park Action Park as a members-only skate park for skateboarding and inline skating.

§ 153-11 **Authority to establish membership fees.**
The Director of Parks and Recreation shall establish annual membership fees for residents and for nonresidents and enter into agreements with area municipalities for reasonable membership fees for area residents as may be desirable for the maintenance and operation of the park, subject to approval by the Town Board.

§ 153-12 **Rules and regulations; infractions; appeals.**

A. Rules and regulations for the Clifton Park Action Park shall be established by the Director of Parks and Recreation, subject to approval by the Town Board, and shall be posted at the park, are attached hereto and are available on the Town's website.

B. Infractions or violations of Action Park rules and regulations established by the Director of Parks and Recreation as approved by the Board may result in a suspension or revocation of membership privileges, in addition to any other penalty as may be set forth in this article. Such suspension, revocation or limitation shall be in the discretion of the Assistant Director of Parks and Recreation ("Assistant Director") or his/her designee, subject to review upon appeal by the Director of Parks and Recreation. Appeal from such determination shall be in writing to the Director of the Department of Parks and Recreation within 30 days of the effective date of such determination and shall be heard at the Town Board meeting next following receipt of the appeal. The Director shall affirm, reverse, or modify the determination of the Assistant Director within one week of such hearing. Nothing herein shall prevent the Town Board or the Director from granting relief acceptable to the appellant prior to, or in the absence of, such written appeal or hearing.

§ 153-13 **Prohibited acts.**

A. It shall be unlawful and shall constitute a trespass for any person to skate, use, or otherwise be within the park when the Action Park is closed.

B. It shall be unlawful and shall constitute a trespass for any person to skate, use, or otherwise to be within the park without a current membership ID card or to assist another to be within the park without such membership.

C. Dogs are prohibited within the Action Park.

§ 153-14 **Penalties for offenses.**
[Amended 9-8-2020 by L.L. No. 6-2020]

Any person found guilty of § **153-13** of this article shall be guilty of a violation and shall be subject to the following:

A. For a first offense: a civil penalty not to exceed [$250], $500;

B. For every subsequent offense committed within a period of 18 months: a civil penalty not to exceed $1,000.

Article IV
Swimming Pools

§ 153-15 **Clifton Park Town pools.**
The Town Board recognizes the popularity of swimming and pool leisure activities as a means of active recreation for area residents. The Town of Clifton Park purchased and manages the community pools and clubhouses located on Barney Road and Locust Lane, the pool clubhouse on Burning Bush Boulevard and, in conjunction with the Longkill Park District, Country Knolls Pool located on Burning Bush Boulevard. The three Town pools have been designated as "members only."

§ 153-16 **Authority to establish membership fees.**
The Director of Parks and Recreation shall establish annual membership fees for residents and for nonresidents, subject to approval by the Town Board.

§ 153-17 **Rules and regulations.**
Rules and regulations for the three town pools and clubhouses shall be established by the Director of Parks and Recreation, subject to approval by the Town Board, and shall be posted at each pool, are attached hereto and are available on the Town's website.

§ 153-18 **Suspension or revocation of membership privileges; appeals.**
A. Infractions or violations of the three town pools and clubhouses' rules and regulations established by the Director of Parks and Recreation as approved by the Board may result in a suspension or revocation of membership privileges.

B. Such suspension, revocation or limitation shall be in the discretion of the Assistant Director of Parks and Recreation ("Assistant Director") or his/her designee, subject to review, upon appeal, by the Director of Parks and Recreation. Appeal from such determination shall be in writing to the Director of the Department of Parks and Recreation within 30 days of the effective date of such determination and shall be heard at the Town Board meeting next following receipt of the appeal. The Director shall affirm, reverse, or modify the determination of the Assistant Director within one week of such hearing. Nothing herein shall prevent the Town Board or the Director from granting relief acceptable to the appellant prior to, or in the absence of, such written appeal or hearing.

§ 153-19 **Prohibited acts.**
A. It shall be unlawful and shall constitute a trespass for any person to use or otherwise be within pool and clubhouse designated areas when the pools and clubhouses are closed.

B. It shall be unlawful and shall constitute a trespass for any person to use or otherwise to be within the pool or clubhouse area without a current membership unless he or she can be identified as a paid guest

of a current member.

C. Dogs are prohibited within pool and clubhouse designated areas.

§ 153-20 **Penalties for offenses.**
[Amended 9-8-2020 by L.L. No. 6-2020]

Any person found guilty of § **153-19** of this article shall be guilty of an offense and shall be subject to the following:

A. For a first offense: a civil penalty not to exceed $250;

B. For a second offense committed within a period of 18 months: a civil penalty not to exceed $500;

C. For a third and any subsequent offense committed within a period of 18 months: a civil penalty not to exceed $750;

D. For a fourth and any subsequent offense committed within a period of 18 months: a civil penalty not to exceed $1,000.

Article V
Town Trails

§ 153-21 **Motorized vehicles restricted.**
Motorized vehicles or crafts of any type are prohibited and shall not be parked or operated on trails within the Town. This shall include, but not be limited to, motor vehicles, all-terrain motorized vehicles, snowmobiles, motorized trail bikes, motorcycles or any other motor-driven vehicle or craft. This provision shall not apply to emergency vehicles or vehicles operated by police, environmental officers, Town officials or others designated by them on official business, or motorized wheelchairs or other motorized vehicles designed to enable an individual with a disability.

§ 153-22 **Penalties for offenses.**
[Amended 9-8-2020 by L.L. No. 6-2020]

Any person found to have violated any provision of this Article V shall be guilty of a violation and shall be subject to a civil penalty not to exceed $500.

§ 153-23 **Town security officers.**
[Amended 9-8-2020 by L.L. No. 6-2020]

The Town Security Officers are hereby authorized to provide for compliance with this Chapter **153** and are hereby authorized to issue citations, tickets, and complaints and to participate in the prosecution of any offenses charged under this chapter.

§ 153-24 **Written plea agreements.**
[Added 9-8-2020 by L.L. No. 6-2020]

Appearance tickets issued under this chapter may be resolved by written plea agreement lodged with the court, subject to judicial approval, for individuals represented and unrepresented by counsel. Electronic signatures, scanned or photocopied signatures on plea agreement forms shall be presumptively reliable.

Article VI

Garnsey Park

§153-25 **Prohibited Acts**

(a) Hunting, target shooting, plinking, or the discharge of any firearm, or bows of any type, for any reason are prohibited.

(b) Any person found to have violated any of the remaining provisions of this Chapter **153** Article VI shall be guilty of a violation and shall be subject to a civil penalty [of up to $250] not to exceed $500.00, and up to $1,000 for every subsequent offense committed within 18 months, in addition to restitution for any damage to Park property.

Article VII

Town-owned Open Spaces

§153-26 **Prohibited Acts**

(a) Hunting, target shooting, plinking, or the discharge of any firearm or bow of any type, for any reason are prohibited.

Any person found to have violated any of the remaining provisions of this Chapter **153** Article VII shall be guilty of a violation and shall be subject to a civil penalty [of up to $250] not to exceed $500.00, and up to $1,000 for every subsequent offense committed within 18 months, in addition to restitution for any damage to Town-owned property.

Resolution No. _____ of 2021, a resolution authorizing Emily Kasky to serve alcoholic beverages at a gathering to be held at Locust Lane Clubhouse on October 23, 2021.

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

WHEREAS, Emily Kasky, 403 Solomon Avenue, Clifton Park is hosting a gathering on October 23, 2021 from 3:00 P.M to 6:00 P.M., and

WHEREAS, Emily Kasky has requested permission to serve alcohol in the form of beer and wine at the event; now, therefore, be it

RESOLVED, that Emily Kasky is hereby authorized to serve beer and wine at a gathering at Locust Lane Clubhouse on October 23, 2021 from 3:00 P.M. to 6:00 P.M.

Resolution No. _____ of 2021, a resolution authorizing Melissa Wilson to serve alcoholic beverages at a gathering to be held at Historic Grooms Tavern on November 27, 2021.

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

WHEREAS, Melissa Wilson, 10 Hemlock Drive, Clifton Park is hosting a gathering on November 27, 2021 from 4:00 P.M to 8:00 P.M., and

WHEREAS, Melissa Wilson has requested permission to serve alcohol in the form of beer and wine at the event; now, therefore, be it

RESOLVED, that Melissa Wilson is hereby authorized to serve beer and wine at a gathering at Locust Lane Clubhouse on November 27, 2021 from 4:00 P.M. to 8:00 P.M.

Resolution No. _____ of 2021, a resolution accepting quotes for electrical work and fencing at the Skate Park.

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

WHEREAS, quotes were received by the Buildings and Grounds Department for fence installation and installation of a weatherproof electric panel, per the attached quotes, at the town owned skate park, and

WHEREAS, the lowest conforming quote for the electrical services was submitted by CPSS Electric, PO Box 302, Clifton Park, in an amount not to exceed $1,219.93 and

WHEREAS, the lowest conforming quote for the fence installation was submitted by Mariaville Fence, 60-1 Blue Barns Road, Rexford, NY in an amount not to exceed $1,135.00; now therefore be it

RESOLVED, that the Town Board authorizes the Director of Buildings, Parks, and Recreation, Daniel Clemens, to retain CPSS Electric for electric panel installation, and Mariaville Fence for fencing to close a gap around the skate park, at a total cost not to exceed $2,355.00, to be charged from A-7200-0024 (Action Park - Maintenance).

Town of Clifton Park
Buildings and Grounds

Quote Cover Sheet

DATE: September 28, 2021
DESCRIPTION: Install fence at skate park
VENDOR #1: Mariaville Fence - $1,135.00
VENDOR #2: AFSCO Fence - $1,850.00
VENDOR #3: No reply from Precision fence or Siena Fence
Comments: We will be removing the building at the skate park; this fence will fill the gap.
Decision: Mariaville Fence - $1,135.00

Town of Clifton Park
Buildings & Grounds

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

The Town of Clifton Park, through the Buildings & Grounds Department seeks price quotes from qualified entities for new section of chain link fence located at the Clifton Park Skate Park 46 Clifton Country Road, Clifton Park NY 12065.

Scope of work is as follows but not limited to:

Remove and dispose of approximately 3-4 feet of existing aluminum fencing

Supply and install approximately 16.5 feet of 8 foot tall, all black, 2x8 vinyl coated chain link fence.

All posts to be secured to existing concrete pad.

Terminal posts shall be 2.5-inch, line posts 2 inch and top/bottom rails 1 5/8 inch

All black posts and rails shall be commercial grade 20#

Dispose of all waste properly

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

Prevailing wage rate as described by New York State must be paid. The Town of Clifton Park reserves the right to reject any and all quotes.

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

Please contact Margy Kasky at mkasky@cliftonpark.org 518-371-6651 extension 251 with any questions or an appointment to do a site visit .

Quotes are due by Monday September 27, 2021 at 2:00pm

SENT TO
4 COMPANIES
9/13/2021

Mariaville Fence

60-1 Blue Barns Rd
Rexford, NY,12148
Office 518.864.5746

Proposal/Contract

Proposal Date: 9/8/2021
Proposal #: 2612
Project:
Estimator: Greg Tarte

Bill To:

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

Customer Phone

Description	Total
Project; Skate Park Request utility locations from Dig Safe NY Confirm layout and location of fencing. Mariaville Fence will remove and properly dispose of approx 3'-4' of existing aluminum fencing. Furnish and install aprox 16.5' of 8' tall, all black, 2x8 vinyl coated chain link fence. All posts secured to existing concrete pad. 2-1/2" terminal posts, 2" line posts and 1-5/8 top/bottom rails. All black posts and rails are commercial grade 20# 2 year material/labor warranty	1,135.00

We look forward to working with you.
Please find us at www.MariavilleFencing.com

Total $1,135.00

www.MariavilleFencing.com

SIGNATURE _____

185 TROY SCHENECTADY ROAD
LATHAM, NY 12110
(5180 783-0395 Fax: (518) 783-9333

34 BIG BOOM ROAD
QUEENSBURY, NY 12804
(518) 792-7076 Fax: (518) 798-5836
www.afsco-fence.com

September 24, 2021

We propose, subject to acceptance, to sell and/or install the materials enumerated below:
Title to materials remains with AFSCO Fence until paid in full.

Name: TOWN OF CLIFTON PARK

ATTN: DAN CLEMENS

Ship To: SKATE PARK

This contract is subject to terms, covenants, and conditions on part II of Proposal

PROPOSAL

FURNISH AND INSTALL (+ OR -) 16.5 FEET OF 8' HIGH ALL BLACK CHAIN LINK FENCE BETWEEN THE PEDESTRIAN GATE AND THE VEHICLE GATE. FENCE WILL INCLUDE TOP AND BOTTOM RAILS, AND 8 GAUGE FABRIC. THE LINE POST THAT GOES IN BETWEEN WILL HAVE A WELDED PLATE ON THE BOTTOM, AND BE ANCHORED TO THE CONCRETE WITH 4 WEDGE ANCHORS.
PRIOR TO NEW FENCE INSTALL, WE WILL FIRST NEED TO CUT OFF THE 2 POSTS NEXT TO THE EXISTING BUILDING, AT GRADE, AND FILL VOID WITH GROUT. THEN REMOVE THE 2 SMALL PIECES THAT CONNECT TO THE GATE POSTS, AND HAUL AWAY.

TOTAL MATERIALS AND LABOR $1,850.00*

*IF THE POST IS CORE DRILLED IN LIEU OF PLATED... **ADD $ 100.00**

BASED ON PREVAILING WAGES

***IF REQUIRED:**

- **PERMITS BY OTHERS.**
- **PROPER TAX EXEMPT CERTIFICATE NEEDED WITH ORDER.**
- **LOCATION OF ALL PRIVATE UNDERGROUND UTILITIES.**
- **GROUNDING BY OTHERS.**

RECOMMENDED BY: _____
Representative

ACCEPTED BY: _____ This _____ Day of _____ 20 ____
Purchaser

TERMS, COVENANTS AND CONDITIONS (Proposal part 2 of 2)

TERMS:

As specified on the reverse side hereof, and/or 10 days net from date of invoice. Interest at the rate of 2% per month will be charged on all past due accounts except where the maximum is permissible by law is lower, then at such amount. All payments received prior to completion will be deposited within 10 business days into AFSCO Fence Supply Company's account at HSBC.

EXTRAS

In consideration of the price herein quoted, the owner agrees that the fence lines will be properly marked by him, by stakes or otherwise. The price herein named does not contemplate the encountering of rock or swampy conditions, or boulders larger than the hole to be dug. If these conditions are encountered, and if it is necessary to drill for the setting of the posts, or to furnish extra large or deep foundations for the post, or to perform any extra labor such as clearing the lines, ect., an extra charge will be made to cover the additional expense involved.

Delays

Contracts, which include installation, are taken on the condition that the entire work is installed without interruption. If it is necessary to make more than one trip to complete the installation due to changes or delays on the part of the owner, an extra charge will be made to cover the additional expenses involved. In the event of any undue delay caused by any party other than AFSCO Fence Supply Co., Inc., then AFSCO shall have the right to pass along any increase in cost resulting therefrom.

Measurements

Complete and accurate measurements of the fence line lines and gate openings, together with a diagram, are to be furnished by the owner unless other arrangements are made at the time of signing of this contract.

Changes

No changes in measurements, location of lines, or conditions will be allowed except at prices mutually agreed upon in writing, at the time those changes are made.

General

All agreements are contingent upon the absence of strikes, lockouts, riots, fires, accidents, illness, acts of God, floods, war, insurrection, embargo restrictions, carrier delays, weather delays, or failure to receive raw materials deliveries, or by other causes, whether of the like or different nature beyond our control.

The owner warrants that the work to be done by AFSCO Fence will be done on lands of the owner or on lands that the owner has legal right to contract with AFSCO Fence for such work to be performed. The owner further agrees to defend, hold harmless and indemnify AFSCO Fence for any and all claims or damages of whatever kind arising from the location of the work to be performed.

The owner further agrees, warrants and guarantees that the owner shall obtain any and all permits, licenses or other necessary approvals from any and all government bodies or agencies.

Owner agrees to indemnify & hold harmless AFSCO Fence Supply Co., Inc. against any & all claims relating to damage of private utilities (electrical lines, gas lines, plumbing lines, sprinkler lines, drainage lines, etc...). If a private utility line is encountered during fence installation, AFSCO Fence will immediately notify owner. Repairs to damaged private utility lines are the responsibility of owner.

All materials, supplies and products, including work completed and installed, remain the property of AFSCO Fence until full payment of this contract is made to AFSCO Fence. Acceptance of notes is not deemed to be payments of any part of the contract until such actual payments are made. Prices quoted herein are subject to change without notice until such time as both parties accept the proposal.

AFSCO Fence guarantees that if a defect arises in fence construction, due to faulty workmanship, within two years of its installation, AFSCO Fence will, upon notice from the owner, correct this defect at no cost to the owner. This guarantee is in lieu of all other guarantees or warranties, whether expressed or implied, of whatever kind. The owner agrees to pay an interest charge of 2% per month on any balance more than 30 days past due, and further agrees to pay reasonable attorney fees, limited to 33 1/3% of the balance due, in the event AFSCO Fence employees an attorney to collect any overdue balance.

This agreement may not be modified, except in writing, and any mutually agreed modifications shall become a part of the contract and subject to all of the terms and conditions.

This agreement shall be constructed under the laws of the State of New York, and the owner and AFSCO Fence Supply Co., Inc., agree that any legal action which shall arise from the work performed under this contract shall be brought in a court of competent jurisdiction in the State of New York regardless of the work or the domicile or residence of the Owner.

BUYER'S RIGHT to CANCEL

You may cancel this transaction, without any penalty or obligation, within three business days from the contract date. If you cancel, you must make available to the seller, at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale. If you do not make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, you will remain liable for performance of all obligations under this contract. To cancel this transaction, mail or deliver a signed, written notice or telegram of cancellation to AFSCO Fence Supply Co., Inc., at the address on this contract.

Town of Clifton Park
Buildings and Grounds

Quote Cover Sheet

DATE: September 28, 2021
DESCRIPTION: Replace electric panel at skate park
VENDOR #1: CDE Electric - $6,500.00
VENDOR #2: Wiring Concepts - $2,800.00
VENDOR #3: CPSS Electric - $1,219.93 **VENDOR #4: T&J Electrical - $1,520.00**
Comments: We will be removing the building at the skate park; the electrical panel will need to be changed to an outside box and mounted on its own post.
Decision: CPSS Electric - $1,219.93

Town of Clifton Park
Buildings & Grounds

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

The Town of Clifton Park, through the Buildings & Grounds Department seeks price quotes from qualified entities for replacement of electric panel located at the Clifton Park Skate Park 46 Clifton Country Road, Clifton Park NY 12065.

Scope of work is as follows but not limited to:

Install new type 3R rated panel around existing panel.

Remove outside disconnect and install junction box and connect wires.

Install metal support for panel.

Dispose of all waste properly

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

Prevailing wage rate as described by New York State must be paid. The Town of Clifton Park reserves the right to reject any and all quotes.

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

Please contact Margy Kasky at mkasky@cliftonpark.org 518-371-6651 extension 251 for an appointment to do a site visit.

Please contact Dom Fraser at domfraser@cliftonpark.org 518-469-0905 with any questions.

Quotes are due by Monday September 27, 2021 at 2:00pm

SENT TO
4 COMPANIES
9/13/21

CDE ELECTRIC INC.
PO Box 204
685 Vernal Butler Road
Cairo, NY 12413
Tel: (518) 622-3822
Fax: (518) 622-3823

September 27, 2021

Town of Clifton Park Building & Grounds Dept.
One Town Hall Plaza
Clifton Park, NY 12065

Re: Clifton Park Skate Park Bid

Provide all labor and material to remove the existing disconnect switch and install the existing panel inside a NEMA 3R enclosure.

Reconnect the existing site lighting circuits into the electrical panel.

Total Bid $6,500.00

Total Bid Words, Six Thousand Five Hundred Dollars and Zero Cents

Gregory Guerin President

Wiring Concepts LLC

#137 Hopcity Rd., Ballston Spa,N.Y. 12020
Phone 885-3202 Fax 885-3202

Date :8/2602021

Proposal Submitted to: TOWN OF CLIFTON PARK
Job Location: : SKATE PARK
City, State, and Zip Code:

We hereby submit specifications and estimates for:
WIRING AND INSTALLATION TO INSTALL A TYPE 3R RATED PANEL AROUND EXISTING PANEL.BREAKER UNIT. REMOVE OUTSIDE DICONNECT AND INSTALL JUNCTION BOX AND CONNECT WIRES. INSTALL METAL SUPPORT FOR PANEL.

LABOR: $1300.00
MATERIAL: $1500.00
TOTAL: $2800.00

We propose hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of Dollars:$2800.00

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensations Insurance.

Authorized Signature:
** Note: This proposal may be withdrawn within -- 90 -- days.

ACCEPTANCE OF PROPOSAL: -- The above process, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

CPSS Electric

PO Box 302
Clifton Park, NY 12065

Date	Estimate #
9/15/2021	200255

Estimate

Name / Address
Clifton Park Buildings and Grounds One Town Hall Plaza Clifton Park, NY 12065

Terms	Project
	Skate Park

Qty	Description	Cost	Total
1	Install new NEMA 3R 3 phase 100 A main breaker panel, remove existing panel and disconnect switch, install junction box and connect existing lighting circuits, install metal support for panel.	1,219.93	1,219.93

Subtotal	$1,219.93
Sales Tax (0.0%)	$0.00
Total	$1,219.93

This is an estimate for the work as quoted above. It does not include unknown problems that may be encountered as the work progresses. Any substantial additional charges will be discussed with you before we perform additional work.

T & J Electrical Associates, LLC
419 Route 146
Clifton Park, NY 12065
(518) 406-3046
FAX (518) 406-3195

PROPOSAL

TO: Town of Clifton Park
ATTN: Dan Clemens
DATE: September 16, 2021
RE: NEMA 3R Panel Replacement

Dear Dan

Per your request, T&J Electrical Associates, LLC is pleased to quote the following electrical installation of the above referenced project with the following qualifications and exclusions:

Qualifications:

1- **Remove existing disconnect.**
2- **Supply & install junction box.**
3- **Supply & install 100Amp main breaker NEMA 3R panel.**
4- **Supply & install all support materials.**
5- **Make all final connections.**
6- **Inspection fee.**
7- **All wiring to meet the requirements of the 2017 National Electric Code.**
8- **No back charges for clean up will be accepted unless prior written notice and (48) forty-eight hours has been given to comply.**
9- **Base bid includes work completed during week Monday-Friday.**

Exclusions:

1- **Utility company charges.**
2- **Trenching, backfill, concrete, cutting, patching, painting, coring, sealing roof penetrations, housekeeping and equipment pads.**
3- **HVAC & Mechanical, control, control wiring and starters.**
4- **Performance bonding and allowances.**
5- **Omissions from electrical drawings or specifications.**
6- **Dumpster & portable toilet fees.**
7- **Removal or disposal of hazardous or contaminated materials.**
8- **Delays beyond T&J control.**
9- **Temporary lights & power for 120V 20A hand tools.**
10- **Sales tax.**

Total costs $ $1,520.00

We would like to thank you for the opportunity to quote this project. Due to rising material costs and conditions out of T&J's control we can only guarantee our proposal for (10) ten days. If you have any questions, please call us.

Submitted by:
Erich Schulze
Assistant Project Manager