

TOWN OF CLIFTON PARK TOWN BOARD MEETING

Tuesday, October 12, 2021

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



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

II. Pledge to Flag

III. Roll Call

IV. Approval of Town Board Minutes

V. Communications/Announcements

VI. Business

- **Presentation - Clifton Park Trails Discovery “CP-35” Project**
- **ARPA Funding Discussion**
- **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
Tuesday, October 12, 2021

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. G.R.E.E.N. Committee	Schedule a public hearing on a proposal to adopt a Tree Ordinance	A. Standaert
2. Receiver of Taxes	Schedule a public hearing on a proposal to adopt a local law allowing informational inserts with the tax bill	P. Barrett
3. Supervisor	Approve the proposed Clifton Park Consolidated Hydrant District Extension No. 3	P. Barrett
4. Parks & Recreation	Authorize the Supervisor to sign Youth Service Project Agreements with Saratoga County and accept grant funding and in support of Job Assist, CAPTeens and Library Youth Programs	P. Barrett

Resolution No. _____ of 2021, a resolution scheduling a public hearing on a proposal to adopt a town tree ordinance.

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

WHEREAS, since 2007, the volunteer-based Government Re-Thinking Energy & Environment Now (G.R.E.E.N.) Committee has been assisting and advising the Town Board on energy and environmental impacts and issues; and

WHEREAS, the Town through the G.R.E.E.N. Committee has been working towards official designation as a Tree City USA through the Arbor Day Foundation and National Association of State Foresters; and

WHEREAS, official designation as a Tree City USA will provide environmental, societal, and financial benefits to the Town, and

WHEREAS, to achieve Tree City USA designation, the Town must meet four separate standards, and the Town has met the first three standards, and

WHEREAS, the final standard would involve the adoption of a tree ordinance to preserve, protect, and enhance the Town's natural environment through tree protection and sustainable tree planting, for the benefit of current residents and those of the generations to come; now, therefore be it

RESOLVED, that a Public Hearing is hereby scheduled to take place on November 1, 2021 at 7:05 pm in the Wood Memorial Room, 1 Town Hall Plaza, Clifton Park, New York to receive public comment regarding the proposed Tree Ordinance, and the Town Clerk is directed to publish appropriate notice of the same.

Clifton Park Tree Ordinance

Section 1. Purpose

The intent of this Ordinance is to preserve, protect, and enhance the Town of Clifton Park's natural environment through tree protection and sustainable tree planting. The Town Board shall delegate responsibility for the management of the Town's community forest to the Tree Committee, for the benefit of Clifton Park's current residents and for those of the generations to come.

Section 2: Motivation

The presence of trees, shrubs and related vegetation in populated areas correlates with the health and well-being of community residents. Trees mitigate noise pollution, remove carbon dioxide in the air, prevent soil erosion, and add charm and beauty to their surroundings. Trees provide critical protection and a natural habitat for precious wildlife as well as contribute to biodiversity of the environment.

Section 3: Establishment of a Tree Committee

- A. The Town Board shall create an advisory body known as the Clifton Park Tree Committee. This committee shall consist of between seven (7) and fifteen (15) members, all of whom are residents of the Town. A Town Board member shall serve as chairperson and an ex-officio member of this body. The Tree Committee shall endeavor to recruit at least one (1) member who is professionally educated or experienced in a field such as horticulture, botany, forestry, or related area. In addition, a Technical Adviser (non-voting) member may serve by virtue of his/her special expertise.
- B. The members shall be appointed by the Town Board and will serve two-year terms. Members may be reappointed every two (2) years. If a committee member does not serve a full term, the chairperson will appoint a successor.
- C. Meetings of the Tree Committee shall be held at least once per month at a time and day convenient for members. Minutes of all meetings shall be maintained and available to the community.
- D. Members of the Tree Committee shall serve without compensation.

Section 4. Duties and Responsibilities

The charge of this committee includes but is not limited to:

- A. The Tree Committee shall serve as an advisory body to the Town Board and other town boards and committees. The Tree Committee shall oversee the development of a written plan, updated as necessary, for the planting, caring, preserving, pruning, removal, or disposal of trees and shrubs along town streets, in parks and preserves, and other public areas. When requested by the Town Board, the Tree Committee will investigate, research, and present findings and recommendations regarding any matter within the framework of its purpose.
- B. The Tree Committee shall help build and maintain an inventory of the location of trees on Town property; determine areas where trees could thrive but are absent; and research and develop an official list of street tree species to be planted on Town property.
- C. The Tree Committee shall sponsor educational events, provide support for tree inventory surveys, and serve as a resource for residents on the planting, care, and pruning of trees on private land.
- D. The Tree Committee shall educate the community about laws and legislation pertaining to the protection of trees.

Section 5. Preservation of Trees

The Tree Committee will strive to stay informed about proposed residential, commercial, and other new developments in Town and may request to visit the property to identify any "heritage" trees that have exceptional historical, cultural, or aesthetic value and to note any other rare, endangered, or protected plants. The Tree Committee will work with the Town to attempt to maintain any tree identified as heritage.

Section 6. Tree Planting, Maintenance and Removal

The Tree Committee will advise and support the Town on tree planting, maintenance, and removal on municipal property and rights-of-way.

Section 7: Tree Protection

The Tree Committee will support Town efforts to address and help prevent threats to trees, such as diseases and pest infestations.

Section 8: Nuisance Trees

The Tree Committee will report any identified nuisance trees that could pose a threat to free passage of pedestrians or vehicles on roads within the Town of Clifton Park.

Section 9: Definitions

Heritage Trees: Trees that have been formally recognized by the Town of Clifton Park as unique or irreplaceable. Criteria for heritage tree designation may include age, rarity, size, and/or aesthetic, botanical, cultural, ecological, social, historical, or horticultural significance.

Nuisance: Any thing or act that annoys or disturbs unreasonably, hurts a person's use of their property, or violates the public health, safety, and welfare.

Park: Includes land designated as a park pursuant to New York State statutes as well as areas such as playgrounds, pools, or other recreational facilities within the Town of Clifton Park.

Planting: The placing of a tree or shrub into soil that will encourage growth and maximum health and vigor.

Preserve: To keep a tree or shrub from harm, damage or danger; to protect and save a tree or shrub.

Prune/Pruning: To remove dead or living parts from a tree or shrub to increase health, vigor, and maintain a desired shape or size or form.

Public Areas/Places: Includes all grounds and/or property, including public streets and rights-of-way, owned, leased, or controlled by the Town of Clifton Park for public use.

Removal: To take away and remove a tree or shrub, including the stump, to below ground level.

Shrub: A woody plant with more than one main stem emerging from the ground.

Spray/Spraying: The application of any pesticide, fertilizer, or other substance to a tree or shrub.

Street Tree: Any tree or shrub planted or growing within the right-of-way of a public street.

Town: The Town of Clifton Park, New York.

Tree: A woody plant with a single central axis (trunk) emerging from ground and acquiring a minimum height of ten (10) feet at maturity.

Trim/Trimming: To remove parts of a shrub to maintain a desired shape or size.

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING REGARDING
ADOPTION OF A TREE ORDINANCE

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on November 1, 2021 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 adoption of a Tree Ordinance.

The local ordinance will establish an advisory committee for the purpose of advising the Town Board and Land use Boards regarding the preservation, maintenance, care removal and disposal of trees and shrubs on lands and rights of way owned or maintained by the Town. The committee will consist of residents appointed for defined terms, and will also advise the Planning Board regarding any identified “heritage trees” in areas considered for development.

Copies of Proposed Tree Ordinance are available at www.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

Resolution No. _____ of 2021, a resolution scheduling a public hearing on a proposal to authorize the Receiver of Taxes to include general payment information methods of payment, and sources of real property tax information as an insert with annual real property tax bills.

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

WHEREAS, Section 922 of the New York State Real Property Tax Law prescribes the information that Municipal Receivers of Taxes may include within the tax bill mailings each year, and

WHEREAS, pursuant to Municipal Home Rule Law § 10, the Town Board may, by local law, authorize the inclusion of public information concerning payments, methods of payment and pertinent details directly related to the payment of such taxes for general informational purposes, and

WHEREAS, Receiver of Taxes, Rose Savallo, has requested Town Board authority to include such general information, relative to the payment of Real Property Tax, methods of payment, and information on the Town website for tax related information on a timely basis for the benefit of the taxpayers of Clifton Park; now, therefore be it

RESOLVED, that a public hearing is scheduled to take place on November 1, 2021, at 7:07 PM in the Wood Memorial Room, on a proposal to authorize the Receiver of Taxes to include an insert providing general information directly related to the payment and methods of payment, and Town website information regarding same, as an insert within all Real Property tax bill mailings on an annual basis.

Chapter 182

Taxation

ARTICLE VIII

Receiver of Taxes-Authorized Information

182-18-Informational Inserts

- A. The Receiver of Taxes is authorized to include an informational insert within the annual Real Property tax bills to provide additional, and general, information concerning the payment of Real Property taxes, locations and methods of payments, and the location on the Town's official website where such information can be accessed.

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING REGARDING
AN AMENDMENT TO CH. 182 OF TOWN CODE
AUTHORIZING INFORMATIONAL TAX BILL INSERTS

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on November 1, 2021 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 on a proposal to authorize the Receive of Taxes to include general payment information, methods of payment, and sources of real property tax information as an insert with annual real property tax bills.

Copies of Proposed amendments to Chapter 182 of Town Code are available at www.cliftonpark.org/government/legal-notice.html and are available for review in the Town Clerk's office during normal business hours.

Teresa Brobston Town Clerk

Resolution No. _____ of 2021, a resolution altering the boundary description of the Water Supply District known as Clifton Park Consolidated Hydrant District No. 1, as adopted by Resolution No. 248 of 1992, and as amended by Resolutions Nos. 176 of 1995, 299 of 2003, and 297 of 2014.

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

WHEREAS, by Resolution No. 248 of 1992, the Town Board consolidated several pre-existing Fire Hydrant Zones in the Jonesville Fire District, Vischer Ferry Fire District, Clifton Park-Halfmoon Fire District and the West Crescent Fire District, and

WHEREAS, the consolidation of the four Hydrant Zones into a Water Supply District is authorized by New York State Town Law 198(8) and 8(a), and

WHEREAS, the Supply District was subsequently termed a Consolidated Hydrant District by Resolution No. 176 of 1995, and

WHEREAS, the District supplies water from the Clifton Park Water Authority through Fire Hydrants at various locations throughout the Town for the purpose of Fire Protection and suppression, and benefits Homes and Businesses within 500 feet of each Hydrant, and

WHEREAS, the Supply District has been expanded from time to time as water supply has expanded to existing homes and neighborhoods, and as the Town has grown, and

WHEREAS, at the Consolidation of the Hydrant Zones, certain Engineer's Plans, reports and legal descriptions were adopted establishing the District, with illustrative Maps, and

WHEREAS, the Clifton Park Water Authority (CPWA) contracted with CT Male Engineering to prepare an additional Map, Plan and Report with legal descriptions sufficient to expand the existing boundaries of the District, and

WHEREAS, on September 20, 2021, a public hearing was held on a proposed expansion of the District based on the most recent Report from CT Male and

WHEREAS, the Public was given an opportunity to speak in favor of or against the proposed alteration of the Boundaries of the Consolidated District and no comments were received, and

WHEREAS, the Creation and Expansion of the District is authorized by NYSTL 198(8); now, therefore, be it

RESOLVED, that the Clifton Park Consolidated Hydrant District No. 1 is hereby extended, and Properties described in Exhibit "A" are included in the Water Supply District.

Schedule A

Area A – Ballston Lake Water District: Forty seven (47) parcels on Route 146A, Ballston Lake Road, Shauber Road, Mill Road, Ashdown Road and Main Street, north and west of the existing hydrant district.

Area B – Mac Elroy Road: Six (6) parcels on Mac Elroy Road, adjacent to and south and west of the existing hydrant district.

Area C – Route 146A/Tanner Road: Three (3) parcels on Route 146A and Tanner Road, adjacent to and south and west of the existing hydrant district.

Area D – US Route 9/Kinns Road/Ushers Road/Commerce Drive/Synergy Park Drive: Nineteen (19) parcels on US Route 9, Kinns Road, Ushers Road, Commerce Drive and Synergy Park Drive, adjacent to and south and east of the existing hydrant district.

Area E – Grooms Road/Droms Road: Twenty six (26) parcels on Grooms Road and Droms Road, adjacent to and east and west of the existing hydrant district.

Area F – Riverview Road/Sambrook Edge/Clute Circle: Twenty four (24) parcels on Riverview Road, Sambrook Edge and Clute Circle, adjacent to and south and west of the existing hydrant district.

Area G – Hubbs Road: One (1) parcel on Hubbs Road, adjacent to and north and west of the existing hydrant district.

Parcel List for Proposed Hydrant Extension No. 3 (131 Count)
Source: Real Property Services (2015) for Saratoga County

PRINT KEY	SBL	LOC NUMBER	LOC STREET	OWNER1	OWNER2	ACRES	Area
276.-1-46.122	41240027600000010461220000	55	Droms Rd	Drescher, Daniel C	Drescher, Susan M	21.87	E
276.-1-69	41240027600000010690000000		Droms Rd	Schuyler LLC		0.74	E
258.-2-42.1	41240025800000020420010000		Mac Elroy Rd	Unter, Paul K	Unter, Theresa M	22.80	B
258.-2-43	41240025800000020430000000	685	Mac Elroy Rd	Young, Donna M		0.64	B
258.-2-44	41240025800000020440000000	691	Mac Elroy Rd	Monast, Paul L	Monast, Jane E	8.51	B
264.-3-66.13	41240026400000030660130000		Rt 146A	Niagara-Mohawk Power Corp		4.57	
287.16-1-32	41240028701600010320000000	341	Riverview Rd	Monk, David J		0.36	F
287.16-1-33	41240028701600010330000000	360A	Riverview Rd	Vischer Ferry Fire Dist		2.01	
257.16-1-22	41240025701600010220000000	48	Main St	Trudeau, Claude E	Clayton, Deborah	0.68	A
257.16-1-23	41240025701600010230000000	5	Mill Rd Rear	Hull, Cynthia A		1.45	A
257.16-1-24	41240025701600010240000000	3	Mill Rd	Cummings, James H		0.44	A
257.16-1-25	41240025701600010250000000	503	Schauber Rd	Heitmann, Phillip	Heitmann, Germain	14.03	A
257.16-1-26	41240025701600010260000000		Schauber Rd	Heitmann, Phillip	Heitmann, Germain	3.72	A
257.16-1-27	41240025701600010270000000	502	Schauber Rd	Ballston Realty LLC		0.23	A
257.16-1-29	41240025701600010290000000	1153	Ballston Lake Rd	Ballston Realty LLC		0.96	A
257.16-1-30	41240025701600010300000000	45	Main St	Lord, Paul H		3.10	A
257.16-1-31	41240025701600010310000000	1143	Ballston Lake Rd	Reckner, Donald L	Reckner, Theresa M	2.54	A
263.-2-7	41240026300000020070000000	1098	Ballston Lake Rd	Swartz, Virginia K	Swartz, Kurt C	1.84	A
258.-2-84.1	41240025800000020840010000	695	Mac Elroy Rd	Clifton Park Lodge #2466	Bpoe Usa Inc	24.40	B
258.-2-84.2	41240025800000020840020000	697	Mac Elroy Rd	Town Of Clifton Park		61.80	
258.-2-63	41240025800000020630000000	686	Mac Elroy Rd	Murphy, Michael T	Murphy, Carole A	2.44	B
258.-2-64	41240025800000020640000000	684	Mac Elroy Rd	Stitt, David F	Stitt, Constance S	2.07	B
264.-3-64.113	41240026400000030641130000	758	Tanner Rd	Turner, Carolyn A		12.50	C
264.-3-66.11	41240026400000030660110000		Rt 146A	Country Club Acres Inc		13.07	C
264.-3-66.12	41240026400000030660120000		Rt 146A	Lintelman, Blake	Lintelman, Cynthia M	5.86	C
259.-2-45.1	41240025900000020450010000		Commerce Dr Rear	Milton Real Properties Of	Massachusetts Llc	2.62	D
259.-2-47	41240025900000020470000000	1902	Us Rt 9	Rucinski, Joseph	Rucinski, Dorothy C	52.78	D
259.-2-48	41240025900000020480000000		Ushers Rd	Country Club Acres Inc		19.29	D
257.-1-6.1	41240025700000010060010000		Rt 146A	Purdy, Andrew		1.17	A
257.-2-2	41240025700000020020000000	1134	Rt 146A	Dalpe, James F		4.75	A
257.-2-3	41240025700000020030000000		Rt 146A	Kwak, Richard M		5.40	A
257.-2-4	41240025700000020040000000	1130	Rt 146A	Kwak, Richard M		1.35	A
257.-2-5	41240025700000020050000000	1131	Rt 146A	DeMartino, Shirley		6.24	A
257.-2-6	41240025700000020060000000	1123	Rt 146A	Ballston Lake Emergency		0.96	A
257.-2-35	41240025700000020350000000	1125	Rt 146A	Ballston Lake Fire		20.04	A
257.-2-33.111	41240025700000020331110000	1117/1119	Rt 146A	Sridhar, Narahari		3.01	A
257.16-1-2	41240025701600010020000000		Mill Rd	Koerber, John M	Koerber, Bonnie J	0.08	A
257.16-1-3	41240025701600010030000000	46	Main St	Machado, Robert J		0.40	A
257.16-1-4	41240025701600010040000000		Rt 146A & Schauber Rd	Heitmann, Phillip	Heitmann, Germain	0.46	A

257.16-1-5	41240025701600010050000000	1155	Ballston Lake Rd	Ballston Realty LLC		0.53	A
257.16-1-8	41240025701600010080000000	1151	Ballston Lake Rd	Ballston Realty LLC		0.28	A
257.16-1-9	41240025701600010090000000	1147	Rt 146A	Reckner, Donald L	Reckner, Theresa M	0.91	A
257.16-1-13	41240025701600010130000000	1137	Rt 146A	Reckner, Donald L	Reckner, Theresa	1.30	A
257.16-1-14	41240025701600010140000000	1136	Rt 146A	Layton, Randall T		0.56	A
257.16-1-15	41240025701600010150000000	1142	Ballston Lake Rd	Dunn, Ronald J	Dunn, Paula L	0.86	A
257.16-1-16	41240025701600010160000000	1144	Rt 146A	Swatling, Robert V	Swatling, Marjorie E	0.17	A
257.16-1-17.2	41240025701600010170020000		Rt 146A Rear	3 Mill Road LLC		1.24	A
257.16-1-18	41240025701600010180000000	1138	Rt 146A	Vanalstyne, Joseph A	Vanalstyne, Stephanie L	7.50	A
257.16-1-19	41240025701600010190000000	1148	Ballston Lake Rd	Gillingham, Walter Q		2.33	A
257.16-1-20	41240025701600010200000000		Rt 146A	Heitmann, Phillip	Heitmann, Germain	1.78	A
257.16-1-21	41240025701600010210000000	1152	Ballston Lake Rd	Ballston Realty LLC		0.46	A
276.-1-66	41240027600000010660000000		Grooms Rd	American Diabetes		1.34	E
276.-1-67	41240027600000010670000000	860	Grooms Rd	Simone, Florindo		0.73	E
276.-1-68	41240027600000010680000000		Droms Rd	Simone, Florindo		0.67	E
257.-2-23.2	41240025700000020230020000	1093	Rt 146A	Rice, Crispin	Rice, Kathleen	1.63	A
257.-2-24	41240025700000020240000000	1101	Rt 146A	Coffey, Michael P	Coffey, Marilyn	5.50	A
257.-2-25	41240025700000020250000000	1105	Rt 146A	Ronca, Richard P	Ronca, Christine A	5.27	A
257.-2-26	41240025700000020260000000	1107	Ballston Lake Rd	Bull, Wayne H	Bull, Lorraine L	2.50	A
257.-2-27	41240025700000020270000000	1104	Rt 146A	Fronk, Brian P		0.64	A
257.-2-34	41240025700000020340000000	1108	Rt 146A	Bialobzeski, Joseph A	Day, Kristie	6.89	A
257.-2-29.1	41240025700000020290010000	1112	Rt 146A	Keatley, Terrance J		1.93	A
257.-2-30	41240025700000020300000000	1114	Rt 146A	Docherty, Richard		1.77	A
257.-2-31	41240025700000020310000000	1124	Rt 146A	Davis, Stacey L		1.21	A
257.-2-32	41240025700000020320000000		Rt 146A	Massoudi, Fatemeh	Hajjar, Mohammad	24.00	A
258.-1-16.2	41240025800000010160020000	103	Hubbs Rd	Boucher, Edward D	Boucher, Elizabeth A	1.03	G
259.-2-103.1	41240025900000021030010000		US Rt 9	Kislowksi, Scott E		0.28	D
287.16-1-11	41240028701600010110000000	348	Riverview Rd	Jerome, Joseph D	Jerome, Deborah G	0.18	F
276.-1-46.121	41240027600000010461210000	896	Grooms Rd	Earl, Michael R	Ferraro-Earl, Tammi	2.37	E
276.19-1-18	41240027601900010180000000	838	Grooms Rd	Harlow, Richard L	Harlow, Patricia P	5.98	E
276.-1-75	41240027600000010750000000	831A	Grooms Rd	King, George A	King, Lynn A	3.34	E
276.-1-76	41240027600000010760000000	80	Droms Rd	Heiden, John J	Dillenbeck, Anne G	5.56	E
276.-1-15.21	41240027600000010150210000		Grooms Rd	Eleven & Company LLC		97.88	E
263.-2-8.1	41240026300000020080010000	110	Ashdown Rd	Swartz, Kurt C	Swartz, Juliette	72.90	A
287.-1-14	41240028700000010140000000	9	Sambrook Edge	TAC LLC		2.02	F
287.-1-15	41240028700000010150000000	11	Sambrook Edge	TAC LLC		2.00	F
287.-1-16	41240028700000010160000000	8	Sambrook Edge	TAC LLC		2.26	F
287.-1-17	41240028700000010170000000	392	Riverview Rd	TAC LLC		2.27	F
265.-1-14.1	41240026500000010140010000	1866	Us Rt 9	Noradki, Joe T	Noradki, Joseph William	1.04	D
265.-1-14.2	41240026500000010140020000	1868	Us Rt 9 Rear	Our Islands LLC		8.90	D
265.-1-15.2	41240026500000010150020000	1858	Us Rt 9	Tourtellot, Michael		0.85	D
265.-1-89	41240026500000010890000000	1860	Us Rt 9	Codie Development LLC		7.88	D
265.-1-18	41240026500000010180000000	432	Kinns Rd	Antenucci, Joseph H		4.10	D

287.16-1-22.1	41240028701600010220010000	344	Riverview Rd Off	TAC LLC		4.16	F
287.-1-26	41240028700000010260000000		Riverview Rd	DeLeonardis, Michael P	DeLeonardi, Sara	80.55	F
287.-1-7.11	41240028700000010070110000	403	Riverview Rd	DeLeonardis, Pat	DeLeonardis, Antoinette	43.60	F
287.-1-7.2	41240028700000010070020000	421	Riverview Rd	DeLeonardis, Michael P		8.00	F
287.-1-9.2	41240028700000010090020000	376	Riverview Rd	Flanders, Daniel H	Flanders, Michelle C	2.10	F
287.-1-10	41240028700000010100000000	1	Sambrook Edge	Dailey, Kevin M	Dailey, Susan A	2.67	F
287.-1-11	412400287000000101100000000	3	Sambrook Edge	Hitchcock, Karen R		2.11	F
287.-1-12	412400287000000101200000000	5	Sambrook Edge	Economou, Angela		2.04	F
287.-1-13	412400287000000101300000000	7	Sambrook Edge	TAC LLC		2.12	F
276.-1-28.21	41240027600000010280210000	897	Grooms Rd	Stadtlander, Lisa		0.93	E
276.-1-28.22	41240027600000010280220000	893	Grooms Rd	Clarke, Terence J	Clarke, Audra M	1.51	E
276.-1-28.23	41240027600000010280230000	891	Grooms Rd	Stadtlander, Lisa		2.24	E
276.-1-31	412400276000000103100000000	852	Grooms Rd	Hughes, Clifford J	Hughes, Anita B	4.04	E
288.-1-59.14	41240028800000010590140000	7	Clute Cir	Jackowski, Robert J		2.51	F
288.-1-59.21	41240028800000010590210000	8	Clute Cir	Smith, Charles H	Smith, Elizabeth A	2.59	F
287.-1-18	412400287000000101800000000	390	Riverview Rd	TAC LLC		2.12	F
287.-1-19	412400287000000101900000000	388	Riverview Rd	TAC LLC		2.17	F
287.-1-20	412400287000000102000000000	6	Sambrook Edge	TAC LLC		2.04	F
276.19-1-13	412400276019000101300000000	832	Grooms Rd	Guiry, Michael P		2.64	E
257.-2-33.13	41240025700000020330130000	1111	Rt 146A	Currier, Gerald T	Currier, Maryann	1.47	A
257.-2-33.14	41240025700000020330140000	1109	Rt 146A	Currier, Gerald T	Currier, Maryann	1.38	A
257.-2-33.12	41240025700000020330120000	1113	Rt 146A	NDL Realty LLC		1.43	A
287.16-1-10	412400287016000101000000000	350	Riverview Rd	TAC LLC		0.16	F
276.-1-21.11	41240027600000010210110000	845	Grooms Rd	King, Thomas J	King, Christine	3.34	E
276.-1-21.12	41240027600000010210120000		Grooms Rd	Eells Family Irrevocable Trust		41.00	E
276.-1-24.1	41240027600000010240010000	831	Grooms Rd	Eells, Marilyn D	King, Thomas J	4.65	E
276.-1-25	412400276000000102500000000	837	Grooms Rd	Eells, Charles	Eells, Marilyn	1.91	E
276.-1-26	412400276000000102600000000	853	Grooms Rd	Rowley, Shawn O	Rowley, Elizabeth A	0.75	E
276.-1-27.2	41240027600000010270020000	889	Grooms Rd	State Of New York		1.41	E
276.-1-27.12	41240027600000010270120000	887	Grooms Rd	Wickswat, George W	Wickswat, Cathy S	2.03	E
276.-1-27.111	41240027600000010271110000		Grooms Rd	Eleven & Company LLC		13.17	E
276.-1-27.112	41240027600000010271120000	861	Grooms Rd	Nicoll Duffy, Michelle R	Rosales, Leo	1.73	E
276.-1-27.113	41240027600000010271130000	859	Grooms Rd	Carota, Mark		1.79	E
276.-1-27.114	41240027600000010271140000	857	Grooms Rd	Carota, Mark		1.84	E
276.-1-27.115	41240027600000010271150000	855	Grooms Rd	Carota, Mark		1.82	E
287.-1-21	412400287000000102100000000	4	Sambrook Edge	TAC LLC		1.84	F
287.-1-22	412400287000000102200000000	2	Sambrook Edge	TAC LLC		1.84	F
287.-1-23	412400287000000102300000000		Sambrook Edge	Town Of Clifton Park		2.24	F
259.-2-103.2	41240025900000021030020000		US Rt 9	Ruchlicki, Helen		0.34	D
287.-1-25	412400287000000102500000000	394	Riverview Rd	TAC LLC		56.84	F
265.-5-4	412400265000000500400000000	3	Synergy Park Dr	Synergy Park LLC		0.00	D
265.-5-5	412400265000000500500000000	7	Synergy Park Dr	Amerco Real Estate Company		0.00	D
265.-5-6	412400265000000500600000000		Kinns Rd	Synergy Park LLC		12.24	D

265.-5-3	41240026500000050030000000	4	Synergy Park Dr	Synergy Park LLC		0.00	D
265.-5-1	41240026500000050010000000	28	Synergy Park Dr	Synergy Park LLC		0.00	D
265.-5-9	41240026500000050090000000	19	Synergy Park Dr	Synergy Park LLC		0.00	D
265.-5-8	41240026500000050080000000	15	Synergy Park Dr	Synergy Park LLC		0.00	D
265.-5-7	41240026500000050070000000	11	Synergy Park Dr	Synergy Park LLC		5.52	D
265.-5-2	41240026500000050020000000	8	Synergy Park Dr	Synergy Park LLC		0.00	D

Resolution No. _____ of 2021, a resolution to authorize the Supervisor to sign three Youth Service Project Agreements with the County of Saratoga to accept grant funding for Town sponsored programs that are facilitated by CAPTAIN and the Clifton Park Halfmoon Public Library.

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

WHEREAS, the Saratoga County Board of Supervisors has approved an Agreement with the Town, offering grant funding for youth development projects in Clifton Park, and

WHEREAS, the Town Board wishes to continue to sponsor the CAPteens and Job Assist programs conducted by CAPTAIN Community Human Services, Inc., and

WHEREAS, the Town Board wishes to continue to sponsor summer youth programs conducted by the Clifton Park Halfmoon Public Library, and

WHEREAS, both the County and the Town desire to formalize the continued agreement for services provided during the year 2021; now, therefore, be it

RESOLVED, that the Supervisor is authorized to sign three attached Agreements with Saratoga County for the year 2021; and, be it further

RESOLVED, that the Town accepts grant funding from Saratoga County for sponsorship of youth services programs per the Agreements in the following amounts:

CAPTAIN	CAPTeens Youth CPR	\$3,099.00
CAPTAIN	Job Assist	\$4,882.00
CPH Library	Summer Youth Enrichment	\$3,794.00

Youth Service Project Agreement
Minor Contract

THIS AGREEMENT, made this _____ day of _____, 2021 BY AND BETWEEN,

COUNTY OF SARATOGA, a municipal corporation of the State of New York, with offices at 40 McMaster Street, Ballston Spa, New York 12020, (COUNTY)

-and-

Town of Clifton Park, a municipal corporation of the State of New York, with offices at One Town Hall Plaza, Clifton Park, New York 12065 (MUNICIPALITY)

RECITALS

- A. The MUNICIPALITY sponsors a supervised program for area youth conducted by CAPTAIN Community Human Services, Inc.
- B. The MUNICIPALITY and the COUNTY wish to fund said youth development program project serving youth residing in the Town of Clifton Park.
- C. All references to "OCFS" mean the New York State Office of Children and Family Services.
- D. The County is eligible for possible OCFS reimbursement for funding such projects.

NOW THEREFORE, the parties agree that:

1. The COUNTY will provide funding in part to the MUNICIPALITY's youth service project and pay the MUNICIPALITY a sum not to exceed \$3,099.00 therefore. The actual payment is contingent upon the final approval of state aid.
2. The MUNICIPALITY agrees to sponsor a youth service project from January 1, 2021 – December 31, 2021 as outlined in its COUNTY approved "Individual Program Application" for the Youth Services program, at a cost not to exceed "OCFS Funds Requested" \$3,099.00. The terms and conditions of such application are expressly incorporated herein.
3. The COUNTY's payment is a reimbursement and conditioned upon the MUNICIPALITY's timely submission of reports, vouchers, receipts and/or other documents required by the COUNTY, OCFS or the Comptroller.
4. The MUNICIPALITY shall be responsible for the payment of any youth service project costs that are ineligible for reimbursement by COUNTY and OCFS.
5. The MUNICIPALITY agrees to submit an annual program report to the COUNTY. MUNICIPALITY delays may result in nonpayment of its vouchers. The MUNICIPALITY will

maintain separate and complete fiscal accounts, records and reports for the program and turn them over to the COUNTY upon demand and/or at the conclusion of the program.

MUNICIPALITY also agrees to allow OCFS, or its representatives, to take possession of all books, records and documents relating to this program.

6. The MUNICIPALITY agrees to maintain its program accounts for the program in accordance with generally accepted accounting principles.

7. The MUNICIPALITY hereby authorizes the COUNTY, the local youth bureaus, the local youth boards, and OCFS or their authorized representatives, to make fiscal audits of MUNICIPALITY accounts relating to the program, review program activity, examine and copy all records and reports for the program.

8. The MUNICIPALITY agrees that its funding of the program will be contingent on the program's compliance with all applicable laws, rules and regulations, including the State Youth Commission Act.

9. The MUNICIPALITY agrees that no person shall, on the grounds of race, color, religion, sex or national origin be excluded from participation in, be denied the benefits of or be subjected to discrimination under any MUNICIPALITY program or activity by the MUNICIPALITY. The MUNICIPALITY will abide by and comply with all state and federal laws concerning discrimination and equal opportunity.

10. The COUNTY's Youth Bureau is also responsible for the fiscal accountability, monitoring and evaluation of the project. The COUNTY is hereby authorized to monitor each program including but not limited to, actual program activity and the preparation of progress reports and evaluations. The MUNICIPALITY shall be responsible for self-monitoring required by the COUNTY.

11. MUNICIPALITY 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 MUNICIPALITY, any person, employed by the MUNICIPALITY, its contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the program. 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.

12. This Agreement shall be void and of no effect unless throughout the term of this Agreement MUNICIPALITY, in compliance with the provisions of the Workers' Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law. Proof of such Workers' Compensation Insurance coverage shall be provided to COUNTY.

13. MUNICIPALITY personnel, its agents, servants or subcontractors will operate the youth development program project.

14. The MUNICIPALITY agrees to record the specific client information requested by the COUNTY.

15. If the project is ended before December 31, 2021, the MUNICIPALITY will:

a. Incur no further obligation beyond the termination date.

b. Within 30 days, submit full report of receipts and expenditures of funds and program activities, accomplishments, and obstacles encountered relating to this agreement.

16. The COUNTY may terminate this agreement upon 30 days written notice to the MUNICIPALITY. Notice shall be sent by ordinary mail or certified mail return receipt requested addressed to the MUNICIPALITY at the above address or any other address as the MUNICIPALITY shall specify in writing.

17. The MUNICIPALITY acknowledges and agrees that, in the event of program termination, any equipment purchased with OCFS funds pursuant to this agreement shall revert to and be turned over by MUNICIPALITY to the COUNTY.

18. The MUNICIPALITY is prohibited from assigning or transferring any interest herein without prior COUNTY approval.

19. Notwithstanding any other provision hereof, the MUNICIPALITY's relationship to the COUNTY shall be that of an independent contractor. MUNICIPALITY is not a COUNTY agent or employee and shall not so represent itself to any third party. MUNICIPALITY employees are not entitled to any COUNTY benefits.

20. The MUNICIPALITY agrees that no funds received pursuant to this agreement will be used for sectarian purposes or to further the advancement of any religion.

21. The MUNICIPALITY agrees that if it is, or deemed to be a religious or denominational institution or organization, or an organization operated for a religious purpose which is supervised or controlled by or in connection with a religious or denominational institution or organization, in providing services hereunder, it will:

a. Not discriminate against any employee or applicant for employment on the basis of religion and will not limit or give preference in employment to persons on the basis of religion;

b. Not discriminate against any youth seeking to participate or participating in any program or activity of this agreement and will not limit the programs and activities or give preference to persons on the basis of religion.

c. Provide no religious instruction or counseling. Conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings funded in whole or in part under any agreement with OCFS.

22. The MUNICIPALITY shall ensure that the grounds, structure, building, and furnishings at the program site are maintained in good repair, free from any danger to health and safety and comply with all applicable laws, codes, rules and regulations.

23. Funding for this agreement is contingent upon re-appropriation of such funds to OCFS for operation of programs designed to prevent juvenile delinquency and promote youth development. If funds are not re-appropriated for this purpose, or if the full amount anticipated by OCFS and/or the COUNTY is not available, then this agreement may be terminated or the amount payable to the MUNICIPALITY reduced at the discretion of OCFS and/or the COUNTY.

24. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted and, if through mistake or otherwise, such provision is not inserted, then upon the application of either party, this agreement shall be amended forthwith to make such insertion.

25. The law of the State of New York shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. Venue of any legal action shall be Saratoga County, New York, and action must be commenced in the Saratoga County Court.

26. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing signed by both parties.

27. In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the Agreement, to the extent the Courts have determined practical, shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not contained a part thereof.

28. This Agreement constitutes the entire agreement among the parties regarding the subject matter hereof, and supersedes all prior agreements (written or oral) which may have related to the subject matter hereof.

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

COUNTY OF SARATOGA

Date: _____

BY: _____

STEVEN J. BULGER
County Administrator
Per Res. #251-2021

Town of Clifton Park

Date: _____

BY: _____

Name: _____

Title: _____

Federal I.D. #: _____

APPROVED AS TO FORM AND CONTENT

Michael Hartnett
County Attorney

Youth Service Project Agreement
Minor Contract

THIS AGREEMENT, made this _____ day of _____, 2021 BY AND BETWEEN,

COUNTY OF SARATOGA, a municipal corporation of the State of New York, with offices at 40 McMaster Street, Ballston Spa, New York 12020, (COUNTY)

-and-

Town of Clifton Park, a municipal corporation of the State of New York, with offices at One Town Hall Plaza, Clifton Park, New York 12065 (MUNICIPALITY)

RECITALS

- A. The MUNICIPALITY sponsors a supervised program for area youth conducted by CAPTAIN Community Human Services, Inc.
- B. The MUNICIPALITY and the COUNTY wish to fund said youth development program project serving youth residing in the Town of Clifton Park.
- C. All references to "OCFS" mean the New York State Office of Children and Family Services.
- D. The County is eligible for possible OCFS reimbursement for funding such projects.

NOW THEREFORE, the parties agree that:

1. The COUNTY will provide funding in part to the MUNICIPALITY's youth service project and pay the MUNICIPALITY a sum not to exceed \$4,882.00 therefore. The actual payment is contingent upon the final approval of state aid.
2. The MUNICIPALITY agrees to sponsor a youth service project from January 1, 2021 – December 31, 2021 as outlined in its COUNTY approved "Individual Program Application" for the Youth Services program, at a cost not to exceed "OCFS Funds Requested" \$4,882.00. The terms and conditions of such application are expressly incorporated herein.
3. The COUNTY's payment is a reimbursement and conditioned upon the MUNICIPALITY's timely submission of reports, vouchers, receipts and/or other documents required by the COUNTY, OCFS or the Comptroller.
4. The MUNICIPALITY shall be responsible for the payment of any youth service project costs that are ineligible for reimbursement by COUNTY and OCFS.
- 5: The MUNICIPALITY agrees to submit an annual program report to the COUNTY. MUNICIPALITY delays may result in nonpayment of its vouchers. The MUNICIPALITY will

maintain separate and complete fiscal accounts, records and reports for the program and turn them over to the COUNTY upon demand and/or at the conclusion of the program. MUNICIPALITY also agrees to allow OCFS, or its representatives, to take possession of all books, records and documents relating to this program.

6. The MUNICIPALITY agrees to maintain its program accounts for the program in accordance with generally accepted accounting principles.

7. The MUNICIPALITY hereby authorizes the COUNTY, the local youth bureaus, the local youth boards, and OCFS or their authorized representatives, to make fiscal audits of MUNICIPALITY accounts relating to the program, review program activity, examine and copy all records and reports for the program.

8. The MUNICIPALITY agrees that its funding of the program will be contingent on the program's compliance with all applicable laws, rules and regulations, including the State Youth Commission Act.

9. The MUNICIPALITY agrees that no person shall, on the grounds of race, color, religion, sex or national origin be excluded from participation in, be denied the benefits of or be subjected to discrimination under any MUNICIPALITY program or activity by the MUNICIPALITY. The MUNICIPALITY will abide by and comply with all state and federal laws concerning discrimination and equal opportunity.

10. The COUNTY's Youth Bureau is also responsible for the fiscal accountability, monitoring and evaluation of the project. The COUNTY is hereby authorized to monitor each program including but not limited to, actual program activity and the preparation of progress reports and evaluations. The MUNICIPALITY shall be responsible for self-monitoring required by the COUNTY.

11. MUNICIPALITY 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 MUNICIPALITY, any person, employed by the MUNICIPALITY, its contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the program. 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.

12. This Agreement shall be void and of no effect unless throughout the term of this Agreement MUNICIPALITY, in compliance with the provisions of the Workers' Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law. Proof of such Workers' Compensation Insurance coverage shall be provided to COUNTY.

13. MUNICIPALITY personnel, its agents, servants or subcontractors will operate the youth development program project.

14. The MUNICIPALITY agrees to record the specific client information requested by the COUNTY.

15. If the project is ended before December 31, 2021, the MUNICIPALITY will:

a. Incur no further obligation beyond the termination date.

b. Within 30 days, submit full report of receipts and expenditures of funds and program activities, accomplishments, and obstacles encountered relating to this agreement.

16. The COUNTY may terminate this agreement upon 30 days written notice to the MUNICIPALITY. Notice shall be sent by ordinary mail or certified mail return receipt requested addressed to the MUNICIPALITY at the above address or any other address as the MUNICIPALITY shall specify in writing.

17. The MUNICIPALITY acknowledges and agrees that, in the event of program termination, any equipment purchased with OCFS funds pursuant to this agreement shall revert to and be turned over by MUNICIPALITY to the COUNTY.

18. The MUNICIPALITY is prohibited from assigning or transferring any interest herein without prior COUNTY approval.

19. Notwithstanding any other provision hereof, the MUNICIPALITY's relationship to the COUNTY shall be that of an independent contractor. MUNICIPALITY is not a COUNTY agent or employee and shall not so represent itself to any third party. MUNICIPALITY employees are not entitled to any COUNTY benefits.

20. The MUNICIPALITY agrees that no funds received pursuant to this agreement will be used for sectarian purposes or to further the advancement of any religion.

21. The MUNICIPALITY agrees that if it is, or deemed to be a religious or denominational institution or organization, or an organization operated for a religious purpose which is supervised or controlled by or in connection with a religious or denominational institution or organization, in providing services hereunder, it will:

a. Not discriminate against any employee or applicant for employment on the basis of religion and will not limit or give preference in employment to persons on the basis of religion;

b. Not discriminate against any youth seeking to participate or participating in any program or activity of this agreement and will not limit the programs and activities or give preference to persons on the basis of religion.

c. Provide no religious instruction or counseling. Conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings funded in whole or in part under any agreement with OCFS.

22. The MUNICIPALITY shall ensure that the grounds, structure, building, and furnishings at the program site are maintained in good repair, free from any danger to health and safety and comply with all applicable laws, codes, rules and regulations.

23. Funding for this agreement is contingent upon re-appropriation of such funds to OCFS for operation of programs designed to prevent juvenile delinquency and promote youth development. If funds are not re-appropriated for this purpose, or if the full amount anticipated by OCFS and/or the COUNTY is not available, then this agreement may be terminated or the amount payable to the MUNICIPALITY reduced at the discretion of OCFS and/or the COUNTY.

24. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted and, if through mistake or otherwise, such provision is not inserted, then upon the application of either party, this agreement shall be amended forthwith to make such insertion.

25. The law of the State of New York shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. Venue of any legal action shall be Saratoga County, New York, and action must be commenced in the Saratoga County Court.

26. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing signed by both parties.

27. In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the Agreement, to the extent the Courts have determined practical, shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not contained a part thereof.

28. This Agreement constitutes the entire agreement among the parties regarding the subject matter hereof, and supersedes all prior agreements (written or oral) which may have related to the subject matter hereof.

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

COUNTY OF SARATOGA

Date: _____

BY: _____

STEVEN J. BULGER
County Administrator
Per Res. #251-2021

Town of Clifton Park

Date: _____

BY: _____

Name: _____

Title: _____

Federal I.D. #: _____

APPROVED AS TO FORM AND CONTENT

Michael Hartnett
County Attorney

Youth Service Project Agreement
Minor Contract

THIS AGREEMENT, made this _____ day of _____, 2021 BY AND BETWEEN,

COUNTY OF SARATOGA, a municipal corporation of the State of New York, with offices at 40 McMaster Street, Ballston Spa, New York 12020, (COUNTY)

-and-

Town of Clifton Park, a municipal corporation of the State of New York, with offices at One Town Hall Plaza, Clifton Park, New York 12065 (MUNICIPALITY)

RECITALS

- A. The MUNICIPALITY sponsors a supervised program for area youth conducted by Clifton Park-Halfmoon Public Library.
- B. The MUNICIPALITY and the COUNTY wish to fund said youth development program project serving youth s residing in the Town of Clifton Park.
- C. All references herein to "OCFS" shall be read to mean the New York State Office of Children and Family Services.
- D. The County is eligible for possible OCFS reimbursement for sponsoring such projects.

NOW THEREFORE, the parties agree that:

- 1. The COUNTY will provide funding in part to the MUNICIPALITY's youth service project and pay the MUNICIPALITY a sum not to exceed \$3,794.00. The actual payment by the County to the Agency is contingent upon the final approval of state aid.
- 2. The MUNICIPALITY agrees to sponsor a youth service project from January 1, 2021 – December 31, 2021 as outlined in its COUNTY approved "Individual Program Application" for the Youth Services program, at a cost not to exceed "OCFS Funds Requested" \$3,794.00. The terms and conditions of such application are expressly incorporated herein.
- 3. The COUNTY's payment is a reimbursement and conditioned upon the MUNICIPALITY's timely submission of reports, vouchers, receipts and/or other documents required by the COUNTY, OCFS or the Comptroller.
- 4. The MUNICIPALITY shall be responsible for the payment of any youth service project costs that are ineligible for reimbursement by COUNTY and OCFS.

5. The MUNICIPALITY agrees to submit an annual program report to the COUNTY. MUNICIPALITY delays may result in nonpayment of its vouchers. The MUNICIPALITY will maintain separate and complete fiscal accounts, records and reports for the program and turn them over to the COUNTY upon demand and/or at the conclusion of the program. MUNICIPALITY also agrees to allow OCFS, or its representatives, to take possession of all books, records and documents relating to this program.
6. The MUNICIPALITY agrees to maintain its program accounts for the program in accordance with generally accepted accounting principles.
7. The MUNICIPALITY hereby authorizes the COUNTY, the local youth bureaus, the local youth boards, and OCFS or their authorized representatives, to make fiscal audits of MUNICIPALITY accounts relating to the program, review program activity, examine and copy all records and reports for the program.
8. The MUNICIPALITY agrees that's its funding of the program will be contingent on the program's compliance with all applicable laws, rules , and regulations, including the State Youth Commission Act.
9. The MUNICIPALITY agrees that no person shall, on the grounds of race, color, religion, sex or national origin be excluded from participation in, be denied the benefits of or be subjected to discrimination under any MUNICIPALITY program or activity by the MUNICIPALITY. The MUNICIPALITY will abide by and comply with all state and federal laws concerning discrimination and equal opportunity.
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11. MUNICIPALITY 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 MUNICIPALITY, any person, employed by the MUNICIPALITY, its contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the program. 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.
12. This Agreement shall be void and of no effect unless throughout the term of this Agreement MUNICIPALITY, in compliance with the provisions of the Workers' Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law. Proof of such Workers' Compensation Insurance coverage shall be provided to COUNTY.

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14. The MUNICIPALITY agrees to record the specific client information requested by the COUNTY.
15. If the project is ended before December 31, 2021, the MUNICIPALITY will:
 - a. Incur no further obligation beyond the termination date.
 - b. Within 30 days, submit full report of receipts and expenditures of funds and program activities, accomplishments, and obstacles encountered relating to this agreement.
16. The COUNTY may terminate this agreement upon 30 days written notice to the MUNICIPALITY. Notice shall be sent by ordinary mail or certified mail return receipt requested addressed to the MUNICIPALITY at the above address or any other address as the MUNICIPALITY shall specify in writing.
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21. The MUNICIPALITY agrees that if it is, or deemed to be a religious or denominational institution or organization, or an organization operated for a religious purpose which is supervised or controlled by or in connection with a religious or denominational institution or organization, in providing services hereunder, it will:
 - a. Not discriminate against any employee or applicant for employment on the basis of religion and will not limit or give preference in employment to persons on the basis of religion;
 - b. Not discriminate against any youth seeking to participate or participating in any program or activity of this agreement and will not limit the programs and activities or give preference to persons on the basis of religion.
 - c. Provide no religious instruction or counseling. Conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings funded in whole or in part under any agreement with OCFS.

22. The MUNICIPALITY shall ensure that the grounds, structure, building, and furnishings at the program site are maintained in good repair, free from any danger to health and safety and comply with all applicable laws, codes, rules and regulations.
23. Funding for this agreement is contingent upon re-appropriation of such funds to OCFS for operation of programs designed to prevent juvenile delinquency and promote youth development. If funds are not re-appropriated for this purpose, or if the full amount anticipated by OCFS and/or the COUNTY is not available, then this agreement may be terminated or the amount payable to the MUNICIPALITY reduced at the discretion of OCFS and/or the COUNTY.
24. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted and, if through mistake or otherwise, such provision is not inserted, then upon the application of either party, this agreement shall be amended forthwith to make such insertion.
25. The law of the State of New York shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. Venue of any legal action shall be Saratoga County, New York, and action must be commenced in the Saratoga County Court.
26. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing signed by both parties.
27. In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the Agreement, to the extent the Courts have determined practical, shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not contained a part thereof.
28. This Agreement constitutes the entire agreement among the parties regarding the subject matter hereof, and supersedes all prior agreements (written or oral) which may have related to the subject matter hereof.
- 29.

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

COUNTY OF SARATOGA

Date: _____

BY: _____
 STEVEN J. BULGER
 County Administrator
 Per Res. #251-2021

Town of Clifton Park

Date: _____

BY: _____

Name: _____

Title: _____

Federal I.D. #: _____

APPROVED AS TO FORM AND CONTENT

Michael Hartnett
County Attorney