

TOWN OF CLIFTON PARK TOWN BOARD MEETING

October 18, 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**
 - **Public Hearing 7:05 PM – CH. 152 Amendments – Vischer Ferry Nature and Historic Preserve**
 - **Public Hearing 7:07 PM – Ch. 153 Amendments – Park and Open Spaces**
 - **Presentation on Red Ribbon Week – Elks Lodge #2466**
 - **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 18, 2021

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Board Member	Declare Red Ribbon Week October 23-31, 2021	L. Walowit
2. Supervisor	Approve 2021 Community Action Fund Awards	P. Barrett
3. Supervisor	Designate a portion of American Rescue Plan Act of 2021 funds to projects	P. Barrett
4. Supervisor	Authorize the acceptance of the Town's share of 2022 Sales Tax Revenues from Saratoga County	P. Barrett
5. Planning	Adopt Local Law ___ to amend the Zoning Code Ch. 208 pursuant to solar energy project applications	P. Barrett
6. Planning	Schedule a public hearing on proposed fee schedule changes for new solar energy project applications	P. Barrett
7. Planning	Accept a Saratoga County Grant for trails	P. Barrett
8. Comptroller	Schedule a public hearing for the 2022 preliminary budget	P. Barrett
9. Parks & Recreation	Authorize the Supervisor to sign a Youth Service Project Agreement with Saratoga County to accept grant funding in support of CAPTAIN's CPR course	P. Barrett
10. Highway	Authorize an agreement with Town and Country Bridge to install guide rails along a portion of Plank and Nadler Roads	D. Bull

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

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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 its 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. [Hunting and any discharge of firearms is prohibited at any other publicly owned nature preserve.]

- 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 firearms, 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.



**NY Power
Authority**

**Canal
Corporation**

KATHY HOCHUL
Governor

JOHN R. KOELMEL
Chairman

GIL C. QUINIONES
President and Chief Executive Officer

BRIAN U. STRATTON
Director, Canal Corporation

September 9, 2021

Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065
Attn: Tom McCarthy

RE: Vischer Ferry Nature & Historic Preserve Lands, encompassing all Barge Canal and Old Erie Canal Lands North of the Mohawk River in the Town of Clifton Park, Saratoga County

Dear Mr. McCarthy,

As discussed, the Canal Corporation is in the process of developing a new permit to replace and supersede Canal Permits C13638, C13808 and C14081 issued to the Town of Clifton Park for the Vischer Ferry Nature & Historic Preserve Lands (the Preserve) located north of the Mohawk River/NYS Barge Canal in the Town of Clifton Park. The new permit will also include certain additional Canal lands including the Canal Corporation's Upland Disposal Site (UDS), additional lands along the north-bank of the river, and an island as shown on the attached map labelled Exhibit A.

The lands currently permitted, and to be permitted under the new permit, 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.

The permit shall authorize the Town of Clifton Park to allow/prohibit and enforce hunting over the entire permit area as shown on the attached map labelled Exhibit A. It is the Canal Corporation's understanding that the Town shall restrict hunting to the use of shotguns only, for duck hunting only, during hunting season (no rifles, sidearms, longbows, crossbows, target shooting, or plinking will be allowed). The hunting season may be limited by the Town in the event of conflicting recreational uses and will be allowed to the exclusion of all other uses by the general public during the duck hunting season as defined and enforced by the Town. The Town shall have the authority to post all areas within the permitted lands to prohibit hunting, including within the UDS area.

The Town shall not allow any activity or uses granted by the new permit to interfere with Canal Corporation's operations and maintenance of the Canal System including operations within the UDS area as delineated on Exhibit A.

Sincerely,

Dave Boshart

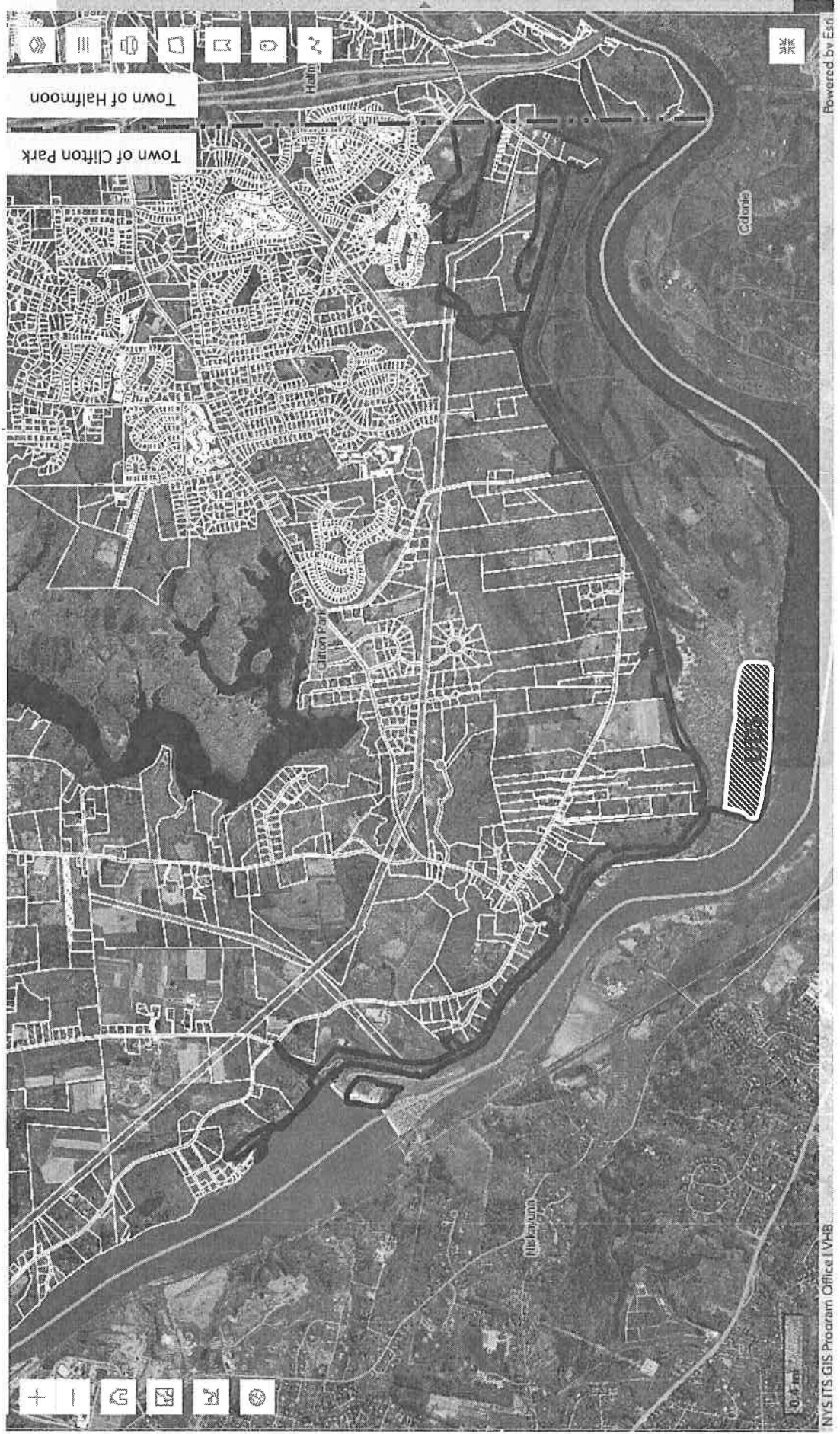
NYS Canal Corporation
Canal Real Property Management

Enc.

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

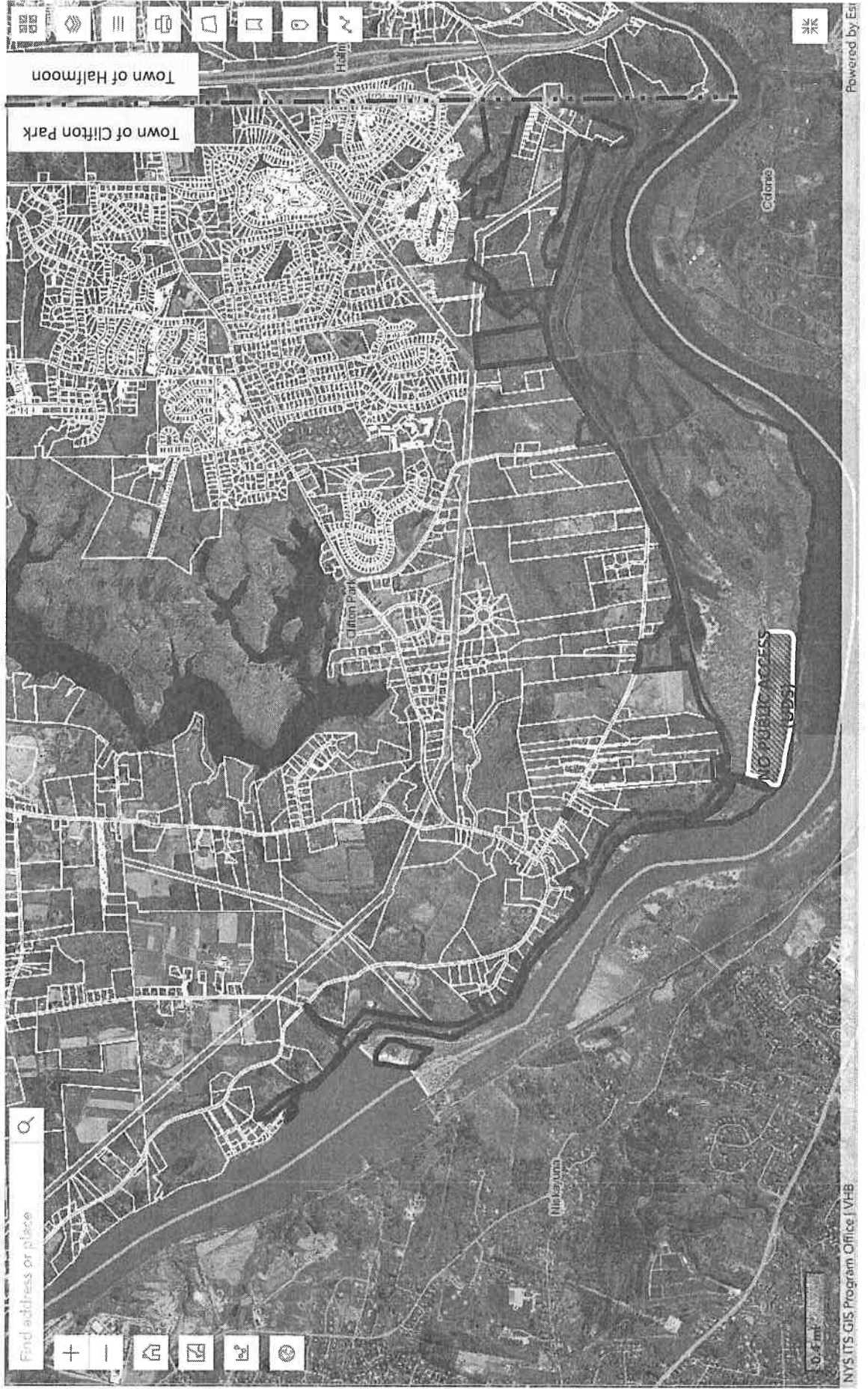
Data Source: <https://spatial.vhb.com/SaratogaMapView/>

8/9/2021



Vischer Ferry Nature & Historic Preserve Management Area 2021

9/24/2021



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

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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.

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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.

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§ 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 proclaiming the week of October 23-31, 2021 as Red Ribbon Week in Clifton Park.

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

WHEREAS, alcohol and drug abuse in this Nation have reached epidemic stages; and

WHEREAS, it is imperative that visible, unified prevention education efforts by community members be launched to eliminate the demand for drugs; and

WHEREAS, the National Red Ribbon Campaign offers citizens the opportunity to demonstrate their commitment to drug-free lifestyles, which means no use of illegal drugs, no illegal use of legal drugs; and

WHEREAS, the National Red Ribbon Campaign will be celebrated in every community in America during Red Ribbon Week, October 23-31; and

WHEREAS, business, government, parents, law enforcement, media, medical institutions, religious institutions, schools, senior citizens, service organizations, and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying red ribbons during this week-long campaign; and

WHEREAS, the community of Clifton Park further commits its resources to ensure the success of the Red Ribbon Campaign; now, therefore, be it

RESOLVED, that the Town Board does hereby proclaim October 23-31, as RED RIBBON WEEK, and encourages its citizens to participate in drug prevention education activities, not only during Red Ribbon Week, but all year long, making a visible statement that we are strongly committed to a drug-free Town.

Resolution No. of 2021, a resolution approving award recommendations from the Community Action Fund.

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

WHEREAS, by Resolution No. 46 of 2019, the Town Board established the Community Action Fund Committee to offer opportunities to back non-profit community programs and organizations that support people of Clifton Park, and

WHEREAS, by Resolution No. 92 of 2019, the Town Board approved the criteria for selecting and granting awards, which may range from a minimum of \$250 to a maximum of \$1,000, and funding is generated by the donation of bottles and cans redeemed for a deposit, and

WHEREAS, applications for Community Action Fund grants were received by September 30, 2021 and on October 13, 2021, the Community Action Fund Committee, consisting of Supervisor Barrett, Councilwoman Walowit, and Community Members Alicia Jacobs, Janine Mika, Matt Grattan and Greg Szczesny met to review all applications and make recommendations to award the funds totaling \$16,264.14; now therefore, be it

RESOLVED, that the comptroller is authorized to increase A-2706 [General Fund - Community Action Fund Contributions] in the amount of \$16264.14 and to issue checks totaling \$16,264.14, per the attached list, to be paid from A-7309-76 - [General Fund - Community Programs - Community Action Fund].

SCHEDULE A

2021 Community Action Fund Awards

Organization Name	Contact Name	Amount Requesting	Amount Granted	Phone Number	Address	Email
BS Troop 4006-Nathan Lala	David Lala	\$ 400.00	\$ 400.00	518-598-9058	62 St. Andrews Dr., CP	davelala71@gmail.com
CP/Halfmoon EMS	Sue Syzdek	\$ 999.50	\$ 999.50	518-371-3880	15 Crossing Blvd. CP	ssyzdek@cphmems.org
Friends of Historic Grooms Tavern	Brian McGlinchey	\$ 1,000.00	\$ 1,000.00	518-930-8369	3 Delaware Court, Rexford	mcalib@aol.com
CP Elks	Robert Lumpkins	\$ 500.00	\$ 500.00	518-877-5200	PO Box 220 CP	secretary@cliftonparkelks.org
BS Troop 3083	Brian Cooper	\$ 500.00	\$ 500.00	518-488-8074	96 Lake Rd., Ballston Lake	bcooper1@nycap.rr.com
GS Troop 2058	Danielle Sala	\$ 350.00	\$ 350.00	518-350-3614	5 Imperial Ct. Ballston Lake	danielsala@gmail.com
Bump in the Night	Britt Gersey	\$ 192.64	\$ 192.64	518-396-7514	1 Abbey Court CP	bgersey@nycap.rr.com
CP Elks- BS Ryan Gersey	Todd Dubrey	\$ 600.00	\$ 600.00	518-877-5200	695 Maceloy Rd. BallstonLake	ExaltedRuler@cliftonparkelks.org
BS Troop 4006-Chris Strife	David Lala	\$ 650.00	\$ 650.00	518-598-9058	62 St. Andrews Dr., CP	davelala71@gmail.com
Sunnyview Rehabilitation Hospital	Edward Wolk	\$ 1,000.00	\$ 1,000.00	518-525-8813	310 South Manning Blvd. Albany	edward.wolk@sphp.com
CP Tree Committee	Diana Leis Delker	\$ 922.00	\$ 922.00	518-429-4999	3 Westview Ct. CP	diana.leis.delker@gmail.com
Cub Scout Pack 4045	Jason St. James	\$ 1,000.00	\$ 1,000.00	518-888-5439	14 Cambridge Dr. CP	stjamesesq@gmail.com
Green Committee	Joanne Coons	\$ 800.00	\$ 800.00	518-522-3163	4 Balsam Way, CP	jcoons359@gmail.com
Christ Community Reformed Church	Rev. Johan Bosman	\$ 750.00	\$ 750.00	518-371-7654	1010 Rt.146, CP	johanb@ccrc-cony.org
GS Troop 2037, SU 208	Jennifer Andrus	\$ 1,000.00	\$ 1,000.00	518-489-8110	8 Mountainview Ave. Albany	jenandrus73@aol.com
Cub Scout Pack 4044	Ryan Fava	\$ 1,000.00	\$ 1,000.00	781-424-8790	10 Beresford Rd. Ballston Lake	cspack4044@gmail.com
Shen Neighbors Connecting Inc. Schuyler Ridge Residential Healthcare	Nancy Varley Lisa Smith	\$ 1,000.00 \$ 1,000.00	\$ 1,000.00 \$ 1,000.00	518-801-4517 518-525-1099	PO box 4588, Halfmoon 310 S. Manning Blvd. Albany	president@shenneighbors.org LisaR_Smith@sphp.com
BS Troop 4042- Matthew Beicke	Dan D'Angelo	\$ 600.00	\$ 600.00	518-526-5738	83 Mann Blvd. Halfmoon	ddangel1@nycap.rr.com
CP Elks- BS Brandon Ross	Todd Dubrey	\$ 1,000.00	\$ 1,000.00	518-877-5200	695 Maceloy Rd. Ballston Lake	ExaltedRuler@cliftonparkelks.org
AIM Services Inc.	Lauren St. Pierre	\$ 1,000.00	\$ 1,000.00	518-587-3208	4227 Route 50 Saratoga Springs	lstpierre@aimservicesinc.org
Total 21 Organizations		\$16,264.14	\$16,264.14			

Resolution No. _____ of 2021, a resolution to designating a portion of the Town's funds from the American Rescue Plan Act of 2021 to projects as authorized by the Act.

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

WHEREAS, by Resolution 192 of 2021, the Town Board accepted the municipal share of American Rescue Plan funding with the first installment of \$1,857,334 received on July 16, 2021, and

WHEREAS, on July 28, 2021 the Supervisor convened a working group of Town Department Heads to solicit high priority projects in categories eligible for funding under the federal legislation and final rule as published by the U.S. Department of the Treasury, and

WHEREAS, the Town Board has held multiple discussions at Town Board Meetings regarding options for allocating ARPA funding,

WHEREAS, following discussion of the high priority infrastructure projects and eligibility for Not-for-Profit funding at the Town Board meeting of September 20, 2021, Supervisor Barrett made a motion, followed by a second on the motion from Councilman Morelli to allocate a portion of the ARPA funds to the following eligible categories:

- \$ 450,000 for emergency generators for Clifton Park Sewer District No. 2
- \$ 350,000 for stormwater upgrades and repairs
- \$ 60,000 for engineering services to begin to analyze the options to upgrade gasoline pumps operated and maintained by the Highway Department
- \$ 200,000 to distribute to not-for-profit entities serving the residents of Clifton Park to respond to impacts from the Coronavirus Pandemic and related governmental policies

And

WHEREAS, following discussion of the resolution for consideration the matter was tabled by unanimous vote, and

WHEREAS, the Town Board has discussed priorities and projects in detail, and wishes to proceed with dedicating a portion of the ARPA funds received in 2021; now therefore, be it

RESOLVED, that the Comptroller is directed to segregate \$1,060,000 of the ARPA funds as follows: up to \$450,000 for sanitary sewer improvements, up to \$350,000 for stormwater upgrades and repairs, up to \$60,000 for engineering services for the Highway Department gas pumps, and up to \$200,000 for not-for-profit organizations serving Clifton Park residents.

Resolution No. _____ of 2021, a resolution authorizing the Town Supervisor to file commitment documents with Saratoga County for collection of the Town's Share of the 2022 Sales Tax Revenues.

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

WHEREAS, the Town of Clifton Park is required to file commitment papers regarding the collection of Sales Tax Revenue for 2022; now therefore be it

RESOLVED, that the Clifton Park Town Board hereby authorizes the collection of Sales Tax Revenue, to be paid in cash for 2022, from Saratoga County; and be it further

RESOLVED, that the Town Supervisor is hereby authorized to file the appropriate documents of commitment with Saratoga County.



SARATOGA COUNTY REAL PROPERTY TAX SERVICES

ANNA STANKO
Director

Date: July 1, 2021

To: Philip C. Barrett, Supervisor
Town of Clifton Park

From: Kelly Guilfoyle
Real Property Information Specialist

RE: 2022 County Tax Levy – Sales Tax Application

Per Board Resolution for the Town's Share of the 2022 Sales Tax Revenues:

Choice of Distribution will be by:

- CASH
- CREDIT

If revenue is to be applied as a credit against the 2022 County Real Property Tax Levy, please state the amount: \$_____.

Please sign by November 4th, 2021 and return to:

Real Property Tax Director
35 West High Street – Building #2
Ballston Spa, NY 12020

Thank you very much. Your cooperation is appreciated.

Dated: _____, 2021

Supervisor

Resolution No _____ of 2021, a resolution adopting a local law amending the Town's Zoning Code to authorize the installation of solar energy systems and equipment in certain zones.

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

WHEREAS, by Local Law No. 9 of 2011, the Town Board authorized the siting of ground mounted solar arrays within the R-1, R-3, CR, HR, and HM zones, and

WHEREAS, by Local Laws No. 2 and 5 of 2021, the Town Board imposed a moratorium on the processing of new applications for site plan or special use approval of new solar energy installations, systems or equipment pending further study of the effects of changed and increased state and federal incentives for solar energy development on local zoning and planning determinations within the Town, through October 11, 2021, and

Whereas, Planning Director John Scavo and consultants Greenman-Pederson, Inc. proposed a three-tiered classification system for categorizing solar energy systems and equipment based upon their capacity, consistent with guidance from the New York State Solar Guidebook and the Model Local Solar Zoning Law as published by NYSERDA, and recommended zoning code changes to authorize their construction within certain zones based upon such classifications, and

WHEREAS, the proposal includes several defined terms relative to the review of solar energy projects and mitigation measures to be considered, and

WHEREAS, a Public Hearing was held to solicit the input and views of the community relative to the proposal on September 7, 2021, at 7:05 P.M, now therefore, be it

Resolved, that Local Law No ____ of 2021, a Local Law amending Chapter 208 of the Town's Zoning code, as attached, is hereby adopted, effective November 4, 2021.

Chapter 208

Zoning

Article II

Definitions

§ 208-7 Definitions and word usage.

A. Certain words and terms used in this chapter are defined, for the purposes thereof, as follows:

FARMLAND, PRIME

Land, designated as “Prime Farmland” in the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS)’s Soil Survey Geographic (SSURGO) Database on Web Soil Survey, that has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops and is also available for these land uses.

FARMLAND OF STATEWIDE IMPORTANCE

Land, designated as “Farmland of Statewide Importance” in the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS)’s Soil Survey Geographic (SSURGO) Database on Web Soil Survey, that is of statewide importance for the production of food, feed, fiber, forage, and oilseed crops as determined by the appropriate state agency or agencies. Farmland of Statewide Importance may include tracts of land that have been designated for agriculture by state law.

GLARE

The effect by reflections of light with intensity sufficient as determined in a commercially reasonable manner to cause annoyance, discomfort, or loss in visual performance and visibility in any material respects.

[SOLAR ARRAY, GROUND- OR POLE-MOUNTED

Any solar collector, controls, solar energy storage device, heat exchangers, or solar-thermal energy system which is directly installed on the ground and not affixed to an existing structure.]

SOLAR ACCESS

Space open to the sun and clear of overhangs or shade so as to permit the use of active and/or passive Solar Energy Systems on individual properties.

SOLAR ENERGY EQUIPMENT

Electrical material, hardware, inverters, conduit, storage devices, or other electrical and photovoltaic equipment associated with the production of electricity.

SOLAR ENERGY SYSTEM

The components and subsystems required to convert solar energy into electric energy suitable for use. The term includes, but is not limited to, Solar Panels and Solar Energy Equipment. The area of a Solar Energy System includes all the land inside the perimeter of the Solar Energy System, which extends to

any interconnection equipment. A Solar Energy System is classified as follows:

(1) Tier 1 Solar Energy Systems include the following:

(a) Roof-Mounted Solar Energy Systems

(c) Building-Integrated Solar Energy Systems

(2) Tier 2 Solar Energy Systems include Ground-Mounted Solar Energy Systems with system capacity up to 25 kW AC and that generate no more than 110 % of the electricity consumed on the site over the previous 12 months.

(3) Tier 3 Solar Energy Systems include Ground-Mounted Solar Energy Systems with a capacity of 25 kW AC or more, that are not included in the list for Tier 1 Solar Energy Systems.

SOLAR ENERGY SYSTEM, BUILDING INTEGRATED

A combination of Solar Panels and Solar Energy Equipment integrated into any building envelope system such as vertical facades, semitransparent skylight systems, roofing materials, or shading over windows, which produce electricity for onsite consumption.

SOLAR ENERGY SYSTEM, GROUND-MOUNTED

A Solar Energy System that is anchored to the ground via a pole or other mounting system, detached from any other structure, that generates electricity for onsite or offsite consumption

SOLAR ENERGY SYSTEM, ROOF-MOUNTED

A Solar Energy System located on the roof of any legally permitted building or structure that produces electricity for onsite or offsite consumption.

SOLAR PANEL

A photovoltaic device capable of collecting and converting solar energy into electricity.

SOLAR STORAGE BATTERY

A device that stores energy and makes it available in an electrical form.

Article III
Residential Districts

§ 208-8 **Agricultural/Residential 3 Districts (R-3).**

B. (9) Tier 1 Solar Energy System.

(10)[9](a)

[15] [Ground- or pole-mounted solar arrays. **[Added 3-21-2011 by L.L. No. 9-2011]]** Tier 2 and Tier 3 Solar Energy Systems, subject to the requirements of Article XIV and Article XVI.

§ 208-10 **Residential 1 Districts (R-1).**

B.

(9) Tier 1 Solar Energy System

(10)[9] Other uses and other buildings and structures as provided by the following sections:

(a)

[12] [Ground- or pole-mounted solar arrays. **[Added 3-21-2011 by L.L. No. 9-2011]]** Tier 2 and Tier 3 Solar Energy Systems, subject to the requirements of Article XIV and Article XVI.

C. Space and bulk standards. See § 208-11.

§ 208-11 **Space and bulk standards.**

[Amended 5-9-2005 by L.L. No. 5-2005; 3-21-2011 by L.L. No. 9-2011; 3-3-2018 by L.L. No. 6-2018]

Standards	R-3	R-1	CR	HR
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NOTES:

[e.] [Ground- or pole-mounted solar arrays are not permitted without a minimum lot size of 20,000 square feet.]

§ 208-16 **Conservation Residential Zones.**

[Added 5-9-2005 by L.L. No. 5-2005]

D.

(1)

(b)

[2] Tier 1 Solar Energy System.

(c)

(3)

(a)

[22] [Ground- or pole-mounted solar arrays. **[Added 3-21-2011 by L.L. No. 9-2011]**]Tier 2 and Tier 3 Solar Energy Systems, subject to the requirements of Article XIV and Article XVI.

§ 208-17 **Hamlet Residential (HR) District.**
[Added 5-9-2005 by L.L. No. 5-2005]

B.

(6) Tier 1 Solar Energy System.

(7)[6]

(a)

[8] [Ground- or pole-mounted solar arrays. **[Added 3-21-2011 by L.L. No. 9-2011]**]Tier 2 and Tier 3 Solar Energy Systems, subject to the requirements of Article XIV and Article XVI.

C. [(7) Ground- or pole-mounted solar arrays are not permitted without a minimum lot size of 20,000 square feet. **[Added 3-21-2011 by L.L. No. 9-2011]**]

Article IIIA
Town Center Districts

§ 208-22 **Regulating Plan.**

3. Zones.

A. The allowable uses in each development zone are as set forth in Table 3-1, Allowed Uses. [Amended 6-5-2017 by L.L. No. 1-2017; 1-19-2021 by L.L. No. 3-2021]

TABLE 3-1 Allowed Uses

Use Type(See Definitions)	TC6 Boulevard Neighborhood	TC5 Neighborhood	<u>TNGB</u> Neighborhood General Business	TC4 Transition	TC3 General	TC2 Edge	TC1 Highway
<u>Tier 1 Solar Energy System</u>							
<u>Tier 1 Solar Energy System</u>							
<u>Tier 1 Solar Energy System</u>							

Notes:

Green = Use permitted

Yellow = Special permit

Uses not listed, or blank cells, indicate use not permitted. Some not-permitted uses are still listed in order to avoid ambiguity with similar functions. See § 280-22, Subsection 5, of the Town Code for special permit use considerations.

* Exclusion note: Not permitted east of I-87, south of Route 146 and west of Route 9.

Article IV
B-1 and B-2 Districts Business Nonretail

§ 208-32 **Permitted uses.**

A.

(19) Tier 1 Solar Energy System.

Article V
Neighborhood Business Districts B-3

§ 208-37 **Permitted uses.**

B. The following uses:

Tier 1 Solar Energy System

Article VA
Hamlet Mixed Use (HM) District

[Added 5-9-2005 by L.L. No. 5-2005]

§ 208-43.2 **Permitted uses.**

[Amended 3-21-2011 by L.L. No. 9-2011]

The following are permitted uses:

Uses	Permitted (P) or Special Permits(s) Pursuant to § 208-79 et seq.
Business Uses	P
<u>Tier 1 Solar Energy System</u>	<u>P</u>
Municipal Uses	
<u>Tier 1 Solar Energy System</u>	<u>P</u>
Residential Uses	
<u>Tier 2 Solar Energy Systems</u> [Solar Energy Systems arrays: Ground- or pole-mounted solar arrays]	<u>S</u>

§ 208-43.3 **Space and bulk requirements.**

Space and bulk requirements are as follows:

A.

- (9) Tier 2 and Tier 3 Solar Energy Systems, subject to the requirements of Article XIV and Article XVI.
[Minimum lot size for all ground- or pole-mounted solar arrays is 20,000 square feet. [Added 3-21-2011
by L.L. No. 9-2011]]Article VI
Highway Business Districts B-4

§ 208-45 **Permitted uses.**

B.

Tier 1 Solar Energy System

Article VIA

Highway Business/Restricted Retail Districts B-4A

§ 208-50.2 **Permitted uses.**

B.

Tier 1 Solar Energy System

Article VII

Corporate Commerce Districts B-5

§ 208-53 **Permitted uses.**

[Amended 12-9-1996 by L.L. No. 11-1996; 2-28-2011 by L.L. No. 7-2011]

A.

(12) Tier 1 Solar Energy System.

B.

(6) Tier 2 and Tier 3 Solar Energy Systems, subject to the requirements of Article XIV and Article XVI.

Article VIII

Public/Institutional/Recreational District PIR

§ 208-58 **Permitted uses.**

A.

(28) Tier 1 Solar Energy System

Article IX
Light Industrial Districts LI

§ 208-64 **Permitted and prohibited uses.**

A.

(1)

(o)[m] Tier 1 Solar Energy System.

(2)

(b) Tier 2 and Tier 3 Solar Energy Systems, subject to the requirements of Article XIV and Article XVI.

B.

(12) [Only the following special uses shall be considered pursuant to § 208-79 et seq.: [Added 4-6-1998 by L.L. No. 2-1998]] Tier 1 Solar Energy System.

(13) Only the following special uses shall be considered pursuant to § 208-79 et seq.: [Added 4-6-1998 by L.L. No. 2-1998]

(g) Tier 2 and Tier 3 Solar Energy Systems, subject to the requirements of Article XIV and Article XVI

Article XI
Planned Development Districts

§ 208-74 **Action by the Town Board.**

E.

(1) Applications for Tier 2 or Tier 3 Solar Energy Systems in existing Planned Unit Development Districts approved or constructed prior to the adoption of this section shall be referred to the Planning Board for review and recommendation pursuant to the standards for review contained in Article XIV and Article XVI. [ground- or pole-mounted solar arrays in existing Planned Unit Development Districts approved or constructed prior to the adoption of this section shall be referred to the Planning Board for review and recommendation pursuant to the standards for review contained in § 208-179.]The Planning Board shall make its recommendation within 90 days following referral by the Town Board of any application for amendment to an existing Planned Development District for [ground or pole mounted solar arrays] Tier 2 and 3 Solar Energy Systems.

Article XIV
Exceptions and Special Provisions

§ 208-79

E.

[3] Solar arrays: ground- or pole-mounted solar arrays. **[Added 3-21-2011 by L.L. No. 9-2011]**

(a) Factors to be considered by the Planning Board in determining the siting requirements for solar installations under this section:

[1] The setbacks proposed and available in relation to other applicable setbacks for the zone within which the installation is proposed.

[2] The proposed height, width and dimensions of the installation and housing structures, and whether the proposed installation is compatible with adjacent uses in terms of scale, siting, design, lighting and noise generation.

[3] The maximum surface area of the proposed installation in relation to the available lot size for the host parcel.

[4] Energy load of the primary residence or buildings to be powered by the installation.

(b) Additional design standards for ground- and pole-mounted solar arrays:

[1] All installations shall be screened with an appropriate combination of natural vegetative buffer, landscaping, or other such screening as the Planning Board shall determine, and installations shall be sited so as to minimize significant adverse visual and/ or auditory impacts.

[2] The Planning Board may require visual simulations sufficient to determine potential visual impacts during the review process, as well as other information and reasonably necessary in the Board's discretion.

(c) The Planning Director may waive the requirement for a special use permit in all residential zones for a ground- or pole-mounted solar array of less than 325 square feet cumulative panel area, upon good cause shown, and upon such terms and conditions as he or she shall determine.]

~~(3)~~[4] Additional standards for review for applications for permanent farm labor housing pursuant to § **208-16D**. **[Added 5-2-2011 by L.L. No. 11-2011]**

§ 208-80 [(Reserved)] Permitting Requirements for Tier 2 and Tier 3 Solar Energy Systems.

A. Review Process

(1) All Tier 2 and Tier 3 Solar Energy Systems are subject to Special Use Permit (Section 208-79) and Site Plan Review and approval requirements set forth in Article XVI and this Section.

(2) The Planning Board may waive specific requirements of Site Plan Review and Special Use Permit for Tier 2 Solar Energy Systems, upon good cause shown by the applicant, and upon such terms and conditions as the Board shall determine.

B. Factors to be considered by the Planning Board:

(1) The setbacks proposed and available in relation to other applicable setbacks for the zone within which the installation is proposed.

(2) The proposed height, width and dimensions of the installation and housing structures, and whether the proposed installation is compatible with adjacent uses in terms of scale, siting, design, lighting and noise generation.

(3) The maximum surface area of the proposed installation in relation to the available lot size for the host parcel.

(4) Energy load of the primary residence or buildings to be powered by the installation.

C. Design standards and requirements.

(1) Space and bulk standards for Tier 2 Solar Energy Systems

<u>Zoning District</u>								
<u>Standard</u>	<u>R-3</u>	<u>R-1</u>	<u>CR</u>	<u>HR</u>	<u>HM</u>	<u>B-5</u>	<u>LI-1</u>	<u>LI-2</u>
<u>Minimum Lot Size</u>	<u>40,000 sq.ft.</u>	<u>40,000 sq.ft.</u>	<u>40,000 sq.ft.</u>	<u>20,000 sq.ft.</u>	<u>20,000 sq.ft.</u>	<u>20,000 sq.ft.</u>	<u>20,000 sq.ft.</u>	<u>20,000 sq.ft.</u>
<u>Front yards (feet)</u>	<u>50</u>	<u>50</u>	<u>50</u>	<u>50</u>	<u>30</u>	<u>30</u>	<u>30</u>	<u>30</u>
<u>Rear yards (feet)</u>	<u>30</u>	<u>30</u>	<u>30</u>	<u>25</u>	<u>25</u>	<u>25</u>	<u>25</u>	<u>25</u>
<u>Side yards, each (feet)</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>15</u>	<u>15</u>	<u>15</u>	<u>15</u>	<u>15</u>
<u>Maximum Height (measured from the highest natural grade below each solar panel)</u>	<u>10'</u>	<u>10'</u>	<u>10'</u>	<u>10'</u>	<u>10'</u>	<u>15'</u>	<u>15'</u>	<u>15'</u>

(2) Space and bulk standards for Tier 3 Solar Energy Systems

<u>Standard</u>	<u>R-3</u>	<u>R-1</u>	<u>CR</u>	<u>B-5</u>	<u>LI-1</u>	<u>LI-2</u>
<u>Minimum Lot Size</u>	<u>4 acres</u>	<u>3 acres</u>	<u>4 acres</u>	<u>1.5 acre</u>	<u>1.5 acre</u>	<u>1.5 acre</u>
<u>Front yards (feet)</u>	<u>100</u>	<u>100</u>	<u>100</u>	<u>50</u>	<u>50</u>	<u>50</u>
<u>Rear yards (feet)</u>	<u>100</u>	<u>100</u>	<u>100</u>	<u>30</u>	<u>30</u>	<u>30</u>
<u>Side yards, each (feet)</u>	<u>100</u>	<u>100</u>	<u>100</u>	<u>25</u>	<u>25</u>	<u>25</u>
<u>Maximum Height</u> <u>(measured from the highest natural grade below each solar panel)</u>	<u>15'</u>	<u>15'</u>	<u>15'</u>	<u>20'</u>	<u>20'</u>	<u>20'</u>

(3) Visibility. Tier 2 and Tier 3 Solar Energy Systems (including any and all Solar Energy Equipment) shall have views minimized from public roadways and adjacent properties to the extent reasonably practicable using architectural features, earth berms, landscaping, or other screening methods that will harmonize with the character of the property and surrounding area. Tier 3 applicants must provide a Visual Assessment of the visual impacts of the Solar Energy System on public roadways and adjacent properties. Depending upon the scope and potential significance of the visual impacts, additional visual impact analyses, including for example a digital viewshed report, may be required.

(4) Screening and Landscaping. Tier 2 Solar Energy Systems shall be screened with an appropriate combination of natural vegetative buffer, landscaping, or other such screening as the Planning Board shall determine, and installations shall be sited so as to minimize significant adverse visual and/ or auditory impacts. Tier 3 Solar Energy Systems shall provide a screening and landscaping plan that specifies the locations, elevations, height, plant species, and/or materials that will comprise the structures, landscaping, and/or grading used to screen and/or mitigate any adverse aesthetic effects of the system. Existing vegetation may be used to satisfy all or a portion of the required landscaped screening.

(5) Utility Lines. All on-site utility lines shall be placed underground to the extent feasible and as permitted by the serving utility, with the exception of the main service connection at the utility company right-of-way and any new interconnection equipment, including without limitation any poles, with new easements and right-of-way.

(6) Vehicular Paths. Vehicular paths associated with the Solar Energy Systems shall be designed to minimize the extent of impervious materials and soil compaction.

(7) Signage. No signage or graphic content shall be displayed on the Solar Energy Systems except the manufacturer's name, equipment specification information, safety information, and 24-hour emergency contact information. Said information shall be depicted within an area no more than 8 square feet. As required by National Electric Code (NEC), disconnect and other emergency shutoff information shall be clearly displayed on a light reflective surface. A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations.

(8) Glare. All Solar Panels shall have anti-reflective coating(s).

(9) Lighting. Lighting of the Solar Energy Systems shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from abutting properties.

(10) Tree-cutting. Removal of existing trees larger than [6] inches in diameter should be minimized to the extent possible.

(11) Fencing. For Tier 3 Solar Energy Systems, all mechanical equipment, including any structure for storage batteries, shall be enclosed by a 7-foot-high fence, as required by NEC, with a self-locking gate to prevent unauthorized access.

(12) Agricultural Resources. Any Tier 3 Solar Energy System located on the areas that consist of Prime Farmland or Farmland of Statewide Importance shall to the maximum extent practicable avoid disturbance of these most valuable/productive farmland soils.

(13) Ownership Changes. If the owner or operator of the Solar Energy System changes or the owner of the property changes, the special use permit shall remain in effect, provided that the successor owner or operator assumes in writing all of the obligations of the special use permit, site plan approval, and decommissioning plan. A new owner or operator of the Solar Energy System shall notify the zoning enforcement officer of such change in ownership or operator within 30 days of the ownership change.

[14] Safety.

(a) Solar Energy Systems and Solar Energy Equipment shall be certified under the applicable electrical and/or building codes as required.

(b) Solar Energy Systems shall be maintained in good working order and in accordance with industry standards. Site access for Tier 3 Solar Energy Systems shall be maintained, including snow removal at a level acceptable to local emergency services districts.

(c) If Solar Storage Batteries are included as part of the Solar Energy System, they shall meet the requirements of any applicable fire prevention and building code when in use and, when no longer used, shall be disposed of in accordance with the laws and regulations of the Town and any applicable federal, state, or county laws or regulations.

(15) Decommissioning.

(a) Solar Energy Systems that have been abandoned and/or not producing electricity for a period of one (1) year shall be removed at the owner and/or operators expense, which at the owner's option may come from

any security made with the Town as set forth in Section §208-80(C)(16).

(b) A decommissioning plan signed by the owner and/or operator of the Solar Energy System shall be submitted by the applicant, addressing the following:

[1] The cost of removing the Solar Energy System.

[2] The time required to decommission and remove the Solar Energy System any ancillary structures.

[3] The time required to repair any damage caused to the property by the installation and removal of the Solar Energy System.

(16) Security

(a) The deposit, executions, or filing with the Town Clerk of cash, bond, or other form of security reasonably acceptable to the Town attorney and/or engineer, shall be in an amount sufficient to ensure the good faith performance of the terms and conditions of the permit issued pursuant hereto and to provide for the removal and restorations of the site subsequent to removal. The amount of the bond or security shall be 125% of the cost of removal of the Solar Energy System and restoration of the property with an escalator of 2% annually for the life of the Solar Energy System. The decommissioning amount shall be reduced by the amount of the estimated salvage value of the Solar Energy System.

(b) In the event of default upon performance of such conditions, after proper notice and expiration of any cure periods, the cash deposit, bond, or security shall be forfeited to the Town, which shall be entitled to maintain an action thereon. The cash deposit, bond, or security shall remain in full force and effect until restoration of the property as set forth in the decommissioning plan is completed.

(c) In the event of default or abandonment of the Solar Energy System, the system shall be decommissioned as set forth in Section [17] herein.

[17] Solar Energy System Special Use Permit Time Frame, and Abandonment

(a) The Special Use Permit for a Solar Energy System shall be valid for a period of 18 months, provided that a Building Permit is issued for construction. In the event construction is not completed in accordance with the final site plan, as may have been amended and approved, as required by the Planning Board, within 18 months after approval, the applicant or the Town may extend the time to complete construction for 180 days. If the owner and/or operator fails to perform substantial construction after 24 months, the approvals shall expire.

(b) Upon cessation of electricity generation of a Solar Energy System on a continuous basis for 12 months, the Town may notify and instruct the owner and/or operator of the Solar Energy System to implement the decommissioning plan. The decommissioning plan must be completed within 360 days of notification.

(c) If the owner and/or operator fails to comply with decommissioning upon any abandonment, the Town may, at its discretion, utilize the bond and/or security for the removal of the Solar Energy System and restoration of the site in accordance with the decommissioning plan.

§ 208-107 **Building permits; powers and duties of Building Inspector.**

[Amended 12-19-2005 by L.L. No. 12-2005; 10-10-2006 by L.L. No. 8-2006; 12-18-2006 by L.L. No. 20-2006]

A. (2)

(h) Tier 1, Roof-Mounted Solar Energy Systems shall incorporate, when feasible, the following design requirements:

[1] Solar Panels on pitched roofs shall be mounted with a maximum distance of 8 inches between the roof surface the highest edge of the system.

[2] Solar Panels on pitched roofs shall be installed parallel to the roof surface on which they are mounted or attached.

[3] Solar Panels on pitched roofs shall not extend higher than the highest point of the roof surface on which they are mounted or attached.

[4] Solar Panels on flat roofs shall not extend above the top of the surrounding parapet, or more than 24 inches above the flat surface of the roof, whichever is higher.

[5] Glare: All Solar Panels shall have anti-reflective coating(s).

[6] Height: All Roof-Mounted Solar Energy Systems shall be mounted no more than 2' above the roof for residential structures and 4' for commercial structures. The height of system will be measured from the highest natural grade below each solar panel.

[7] Building-Integrated Solar Energy Systems shall be shown on the plans submitted for the building permit application for the building containing the system.

(i) Tier 2 and Tier 3 Solar Energy Systems are subject to the requirements of Article XIV and Article XVI.

[Ground- or pole-mounted solar arrays. [Added 3-21-2011 by L.L. No. 9-2011]]

Article XVI

Site Plan Review and Approval

§ 208-115 **Application for preliminary site plan approval.**

G. Additional Requirements for Tier 2 and Tier 3 Solar Energy Systems.

(1) A one- or three-line electrical diagram detailing the Solar Energy System layout, solar collector installation, associated components, and electrical interconnection methods, with all National Electrical Code compliant disconnects and over current devices.

(2) A preliminary equipment specification sheet that documents all proposed solar panels, significant components, mounting systems, and inverters that are to be installed. A final equipment specification

sheet shall be submitted prior to the issuance of building permit.

- (3) Name, address, and contact information of proposed or potential system installer and the owner and/or operator of the Solar Energy System. Such information of the final system installer shall be submitted prior to the issuance of building permit.
- (4) Name, address, phone number, and signature of the project applicant, as well as all the property owners, demonstrating their consent to the application and the use of the property for the Solar Energy System.
- (5) Property Operation and Maintenance Plan. Such plan shall describe continuing photovoltaic maintenance and property upkeep, such as mowing and trimming.

Resolution No _____ of 2021, a resolution scheduling a public hearing on a proposal to amend the Town's Zoning Code to authorize the installation of solar energy systems and equipment in certain zones.

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

WHEREAS, by Local Laws 2 and 5 of 2021, the Town Board imposed a moratorium on the processing of new applications for site plan or special use approval of new solar energy systems or equipment pending further study of the effects of changed conditions in the renewable energy industry for zoning within the Town, as well as Building Department reviews, and fees and

Whereas, The Town's Building and Development Department and Planning Department have reviewed the steps necessary to review Solar Energy System and Equipment Applications, and have reviewed fee schedules from other municipalities within the state, and

WHEREAS, staff have also reviewed available literature, model solar zoning laws and recommended fees structures for the issuance of building permits, and

WHEREAS, commensurate with the expiration of the Town's Moratorium on the processing of applications for the siting and construction of solar energy system projects, Director of Building and Development, Steve Myers, has recommended that, that the Town Board consider a proposal to adjust Building Permit fees for Tier 3 projects, above 25Kwh of capacity, (AC), per the attached exhibit, and

WHEREAS, The Town Board wishes to schedule a Public Hearing to solicit the views and input from the community on the proposal; now therefore, be it:

Resolved, that a Public Hearing will be held on November 1, 2021, at 7:09 PM on a proposal to adjust building permit review fees for solar energy systems and equipment per the attached draft legislation.

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

**Article I
(Reserved)**

§ 103-1 through § 103-12. (Reserved)

**Article II
Local Activity Fees**

Swimming pools (in-ground or aboveground)

Residential	\$65
Commercial	\$275

Chimneys, fireplaces and inserts, wood stoves, HVAC and water heaters

Residential	\$65
Commercial	\$275

Septic systems (new or replaced)

Residential	\$65
Commercial	\$275

Sewer and water utility lines, to include lateral connections

Residential	\$65
Commercial	\$275

Demolition

Residential	\$65
Commercial	\$275

Utility lines other than laterals (sewer, water, etc.) \$250

Solar Energy Systems

(1) Tier 1 Solar Energy Systems \$75.00
Roof-mounted and/or building integrated

(2) Tier 2 Solar Energy Systems \$75.00
Ground mounted up to 25kW AC

(3) Tier 3 Solar Energy Systems PV Energy Systems
more than 25kW AC PV: \$1000 up to 50 kW
+\$7 per kW for 51-250 kW
+5 per kW above 251 kW

Commercial/nonresidential permits:

New structures, additions or alterations to existing structures:

Per 100 square feet of floor area or portion thereof	\$40
Minimum charge	[\$350]

Resolution No. of 2021, a resolution authorizing the Supervisor to sign a Saratoga County Trails Program grant award contract for supporting the restoration of a neighborhood connector trail in the Sumner Hill, The Oaks and The Wishing Well Neighborhoods.

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

WHEREAS, the Planning Department has submitted a grant application to the Saratoga County Trails Grant Program for funding assistance to advance a project to rehabilitate and restore a multi-use path connecting the above referenced neighborhoods and

WHEREAS, the by Resolution No. 234 of 2021, the County Board of Supervisors awarded \$10,000 to the Town, on a 100% matching basis, and

WHEREAS, the Town Board supports the project and is supportive of the local match portion of this project; now, therefore, be it

Resolved, that the Supervisor is authorized to execute the attached Grant Funding Contract with the County of Saratoga.

THIS AGREEMENT, made the _____ day of _____, 2021,

BY AND BETWEEN

COUNTY OF SARATOGA, a municipal corporation duly organized under the laws 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 duly organized under the laws of the State of New York with a principal office at 1 Town Hall Plaza, Clifton Park, NY 12065 (TOWN);

WITNESSETH:

WHEREAS, the Saratoga County Trails Grant Program was established to provide a matching fund grant program to assist municipalities in the construction of local trails; and

WHEREAS, pursuant to Resolution 234-2021, the Saratoga County Board of Supervisors awarded a Trails Grant Program grant to the TOWN in the amount of \$10,000 upon the condition that the TOWN contributes matching funds or in kind services in at least the same amount towards the cost of the Summer Hill, The Oaks, and the Wishing Well Trail Restoration, consisting of restoring a portion of the one-mile paved trail connecting existing neighborhoods.

NOW, THEREFORE, IT IS AGREED, by the parties as follows:

1. The TOWN shall restore a portion of the one-mile paved trail connecting existing neighborhoods of the cost of the Summer Hill, The Oaks, and the Wishing Well Trail.
2. The TOWN shall provide matching funds or perform in kind services in the minimum amount of \$10,000 towards the cost of the aforesaid trail restorations.
3. The COUNTY will issue a check from the Trails Grant Program funds payable to the Town of Clifton Park in the amount of \$10,000 within 30 days of the receipt from the TOWN of a properly executed Saratoga County voucher. The voucher must be supported by documentation acceptable to the Saratoga County Auditor documenting the TOWN's expenditure of matching funds equaling or exceeding \$10,000 in value towards the Summer Hill, The Oaks, and the Wishing Well Trail Restoration, consisting of restoring a portion of the one-mile paved trail connecting existing neighborhoods.

IN WITNESS WHEREOF, the parties have hereunto set their hands hereinafter on the date set opposite their signatures.

County of Saratoga

Date: _____

By _____
Theodore T. Kusnierz, Jr., Chairman
Board of Supervisors
Pursuant to Resolution 234-2021

Town of Clifton Park

Date: _____

By _____
Philip Barrett, Supervisor

APPROVED AS TO FORM AND CONTENT

Michael Hartnett
County Attorney

Resolution No. _____ of 2021, a resolution scheduling a public hearing to consider the 2022 Preliminary Budget.

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

WHEREAS, the Town Board wishes to obtain comment regarding the 2022 Preliminary Budget; and

WHEREAS, salaries of the Town's elected officials as proposed are attached; now therefore be it

RESOLVED, that a public hearing is hereby scheduled for Thursday, November 4, 2021 at 7:02 p.m. in the Wood Memorial Room, One Town Hall Plaza, Clifton Park, New York to consider the 2022 Preliminary Budget; and be it further

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

Town of Clifton Park
Schedule of Salaries of Elected Town Officers
(Article 8 of the Town Law)
Budgeted for Year 2022

<u>Office</u>	<u>Salary</u>
Town Supervisor	\$ 106,483
Town Councilman (4)	\$ 17,170
Town Justice (2)	\$ 42,887
Town Clerk	\$ 79,425
Town Highway Superintendent	\$ 88,834

Resolution No. _____ of 2021, a resolution to authorize the Supervisor to sign a Youth Service Project Agreement with the County of Saratoga to accept grant funding for Town sponsored programs that are facilitated by CAPTAIN.

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 CPR course conducted by CAPTAIN Community Human Services, Inc., 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 the 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 the CPR program per the Agreement in the amount of \$789.

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 conducts a supervised program for area youth.
- B. The MUNICIPALITY and the COUNTY wish to operate a youth development program project.
- 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 sponsor the MUNICIPALITY's youth service project and pay the MUNICIPALITY a sum not to exceed \$789.00. The actual payment by the County to the Agency is contingent upon the final approval of state aid.
- 2. The MUNICIPALITY agrees to operate 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" \$789.00. 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, time sheets and/or other documents required by the COUNTY, OCFS or the Comptroller.
- 4. The MUNICIPALITY shall pay the COUNTY's non-reimbursable costs for its sponsorship of the MUNICIPALITY's program.

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 to operate its program in 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. MUNICIPALITY shall provide the COUNTY with proof of general liability insurance issued by a company authorized by license to do business in the State of New York. The policy's minimum coverages shall be \$1,000,000/per occurrence and \$2,000,000 in the aggregate and shall be subject to the approval of the County Attorney. The insurance certificate provided by MUNICIPALITY must also name the COUNTY OF SARATOGA, 40 McMaster Street, Ballston Spa, New York 12020 as additional insured and the MUNICIPALITY shall provide the COUNTY with proof of such additional

insured status in the form of an Additional Insured Endorsement Rider or other proof acceptable to County. The COUNTY reserves the right to reject any coverage not in conformance with these requirements. MUNICIPALITY'S certificate(s) of insurance must bear a notation evidencing proof of payment of premiums thereon or be accompanied by other evidence of such payment satisfactory to COUNTY.

13. In the event any policy furnished or carried pursuant to this agreement is scheduled to expire on a date prior to the expiration of the term of this agreement, MUNICIPALITY shall deliver to the COUNTY a certificate or certificates of insurance evidencing the renewal of such policy or policies not less than 15 days prior to such expiration date, and the MUNICIPALITY shall promptly pay or cause to be paid all premiums due thereon.
14. In the event MUNICIPALITY receives notice of cancellation of said insurance, MUNICIPALITY shall immediately provide the COUNTY with written notice of such cancellation by no later than the next business day of the COUNTY. Such written notice must be either personally delivered to the Saratoga County Attorney's Office at 40 McMaster Street, Ballston Spa, New York during normal business hours or faxed to the Saratoga County Attorney at (518) 884-4720. MUNICIPALITY shall provide the COUNTY with proof of replacement general liability insurance coverage satisfying the requirements set forth herein within two (2) COUNTY business days of the MUNICIPALITY'S receipt of said notice of cancellation of MUNICIPALITY'S insurance.
15. Any failure by the MUNICIPALITY to comply with the insurance requirements of this agreement in a timely manner shall constitute a breach of this agreement, and the COUNTY may, at its option, terminate this agreement upon written notice to the MUNICIPALITY.
16. The above insurance is not, and shall not be construed as, a limitation upon MUNICIPALITY'S obligation to indemnify the COUNTY.
17. 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.
18. MUNICIPALITY personnel will operate the youth development program project.
19. The MUNICIPALITY agrees to record the specific client information requested by the COUNTY.
20. 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.

21. 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.
22. 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.
23. The MUNICIPALITY is prohibited from assigning or transferring any interest herein without prior COUNTY approval.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted and, it 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.

- 30. 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.
- 31. 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.
- 32. 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.
- 33. 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: Phil Barrett
Title: Town Supervisor
Federal I.D. #: 14-6002129

APPROVED AS TO FORM AND CONTENT

Michael Hartnett
County Attorney

RECEIVED
SEP 28 2021

SAN JOAQUIN COUNTY
YOUTH BUREAU

Resolution No. of 2021 a resolution authorizing the installation of guide rails along a portion of Plank and Nadler Roads by Town and County Bridge and Rail, Albany, NY.

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

WHEREAS, the Highway Superintendent, Dahn Bull, has requested authorization to accept a proposal for installation of guide rails along Plank and Nadler Roads along recently installed culverts, and

WHEREAS, by Resolution No. 48 of 2021, the Town Board adopted Procurement Policy No. 16, which allows that the Town, at its discretion and following the guidelines set forth in General Municipal Law§ 103, may procure goods (including apparatus, materials, equipment and supplies) and services by "piggy backing" through publicly bid contracts of another municipality using best value criteria, and

WHEREAS, Town and County Bridge and Rail (TCBR) is currently under contract with Franklin County for guide rail installation processes, and

WHEREAS, Mr. Bull has advised that the services provided by TCBR will meet the needs of the Highway Department with pricing available through piggy backing on its contract with Franklin County Contract V; now, therefore, be it

RESOLVED, that the Highway Department is authorized to accept the proposal from TCBR, PO Box 16395, Albany, NY per the attached, in an amount not to exceed \$16,624.00 to be paid from DA 5110-0215, (Highway Fund – Highway Construction – Traffic Safety).

To: Dan

From: Chris Hart

Date: 10/4/21

Re: Plank Rd. and Nadler Rd. Box Culvert Guide Rail

Per your request and after inspecting both sites for box beam guide rail installation across the box culverts, we are pleased to offer the following proposal (prices from Franklin County Contract V):

Project Scope- mobilize to sites and establish WZTC measures as needed; at each site furnish/install box beam rail as follows- 18' box beam rail w/ extra posts for 10' span dimension each side of road, 2- 18' radius rail on one side of road, 1- 18' radius on other side of road, 4 Type I ends on each corner.

Project Cost per Site- 36' @ \$61.50/ft Item 606.10	\$2214.00
54' @ \$65.00/ft Item 606.100002	\$3510.00
4 ea @ \$647.00/ea Item 606.1201	\$2588.00

Total Project Cost each Site \$8312.00

Price includes delivery, material, labor, equipment and traffic control. Work can commence 4-5 days after NTP. Please call 423-1223 with questions.

Total Cost: \$16,624.00

Lot V – GUIDE RAIL
Specifications and Requirements

Guide Rail, products and installation shall comply with NYSDOT Standard Specifications, Section 606. Minimum quantity of work shall be 50lf of guide rail repair or new construction.

Also included in Lot V is work zone traffic control (by the contractor) per the NYSDOT Standard Specifications section 619. Note: Franklin County may elect to employ county forces to provide work zone traffic control.

LOT V-GUIDE RAIL

ITEM NUMBER	DESCRIPTION	UNIT	COST
606.01	CABLE GUIDE RAILING	FOOT	\$24.59
606.0201	ANCHORAGE UNITS FOR CABLE GUIDE RAILING	EACH	\$385.00
606.10	BOX BEAM GUIDE RAILING	FOOT	\$61.90
606.100002	BOX BEAM GUIDE RAILING (SHOP BENT OR SHOP MITERED)	FOOT	\$65.00
606.100003	BOX BEAM GUIDE RAILING (SHOP MITERED)	FOOT	\$133.00
606.120101	BOX BEAM END PIECE	EACH	\$647.00
606.120102	BOX BEAM GUIDE RAILING END ASSEMBLY TYPE I	EACH	\$494.00
606.120201	BOX BEAM GUIDE RAILING END ASSEMBLY TYPE IIA	EACH	\$2649.00
606.16	CORRUGATED BEAM GUIDE RAILING	FOOT	\$29.00
606.160001	CORRUGATED BEAM GUIDE RAILING (SHOP CURVED)	FOOT	\$33.00
606.22	ANCHORAGE UNITS FOR CORRUGATED BEAM GUIDE RAILING	EACH	\$391.00
606.23	ANCHORAGE UNITS FOR CORRUGATED BEAM GUIDE RAILING (DRIVEWAYS, WALKWAYS AND OTHER OPENINGS)	EACH	\$341.00
606.70	REMOVING AND DISPOSING CABLE GUIDE RAILING	FOOT	\$5.75
606.71	REMOVING AND DISPOSING CURRUGATED BEAM GUIDE RAILING	FOOT	\$7.25
606.73	REMOVING AND DISPOSING BOX BEAM GUIDE RAILING	FOOT	\$8.25
606.79	REMOVING AND DISPOSING OF ANCHORAGE UNITS FOR CABLE GUIDE RAILING	EACH	\$1900.00
606.7910	REMOVING AND DISPOSING ANCHORAGE UNITS FOR CORRUGATED BEAM GUIDE RAILING AND	EACH	\$1900.00
619.01931210	WORK ZONE TRAFFIC CONTROL – SINGLE LANE CLOSURE	DAY	\$1849.00
619.01931110	WORK ZONE TRAFFIC CONTROL – OFF ROAD OR SHOULDER CLOSURE	DAY	\$1849.00

VENDOR Town of County Road and Rail Inc.

Lot VI – CRANE SERVICE
Specifications and Requirements

Franklin County Manager's Office
355 West Main Street, Suite 456
Malone, New York 12953-1826
(518) 481-1695

GENERAL CONDITIONS

All proposals shall be made upon forms furnished by the Purchasing Department of the County of Franklin and shall be contained in sealed envelopes addressed to Franklin County Manager, Court House, Suite 456, 355 West Main Street, Malone, New York 12953-1826.

BIDS

1. Form of proposal as issued by the Purchasing Department and shall be completely filled in by ink or typing. No bid will be accepted which contains any changes, additions, omissions or erasures, unless otherwise stated.

2. Non-appropriations Clause: In accordance with NYS General Municipal Laws, Franklin County will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the County harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the County. As such no contract becomes binding until the necessary funds have been approved for the fiscal year during which the contract is in effect.

3. Bidder must submit with bid detailed specifications, circulars and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Purchasing Agent reserves the right to reject any bid if its compliance with specifications is not clearly evident. If item offered differs from the provisions contained in these specifications, such differences must be explained in detail, and bid will receive careful consideration if such deviations do not depart from the intent of these specifications and are to the best interests of the County of Franklin as interpreted by the County.

4. All prices quoted must be "per unit" as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise bid may be rejected.

5. Bidder must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fraction.

6. The price submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the County.

7. Prices shall be net; including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.

8. Where a bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums.

9. All bids received after the time stated in the "Notice to Bidders" may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

10. In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the County Purchasing Agent as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of item he proposed to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.

11. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Franklin County Manager, no later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all responses shall come from the County Manager in form of addenda to the specifications will send all such interpretations and any supplemental instructions to all bidders of record. All addenda so issued shall become a part of the contract documents.

12. The submission of a bid will be constructed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactory in complete compliance with the specifications.

13. If two or more bidders submit identical bids as to price, the decision of the Purchasing Agent to award a contract to one of such identical bidders shall be final. (General Municipal Law, sec 103, Sub 1).

14. It is the responsibility of the bidder to offer a product that meets the specifications of the manufacture model as listed.

15. See attached insurance requirements. Liability, workers compensation and disability coverage statements are required of all bidders. Automobile coverage is required from those who provide delivery. Bidders who use common carriers for delivery do not need automobile coverage statements.

16. In the event satisfactory bids are not received, the Purchasing Agent reserves the right to consider alternative proposals containing deviations from County specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

SAMPLES

17. Samples, when required, must be submitted strictly in accordance with instructions, otherwise, may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within 10 days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The County will not be responsible for any destroyed or mutilated by examination or testing. The bidder at his expense shall remove samples. Samples not regarded as abandoned and the County shall have the right to dispose of them as its own property.

AWARD

18. The County Purchasing Agent for the County of Franklin reserves the right to waive any and all formality or to reject any or all bids.

19. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with specifications, the purposes for which required, and the terms of delivery.

20. No contract hereunder shall, either in whole or in part, be assigned, transferred, conveyed, sublet or otherwise disposed of to any other person, company or corporation unless approval is first obtained in writing from the County Purchasing Agent.

21. Should the successful bidder fail to meet a delivery date required by the specifications, the Purchasing Agent may, at her discretion, cancel the order and terminate the contract. In such event, the County will assume no responsibility for any expense or loss to the successful bidder because of such cancellation or termination.

22. Should any material or equipment delivered fail to meet the specifications, the County Manager may, at his discretion require the vendor, in writing, to replace the same with materials or equipment which does meet the specifications and, at the vendor's expense, to remove the rejected material or equipment from wherever delivered or stored and in the event that such proper replacement and removal is not made by vendor within 30 days, to cancel the order and terminate the contract, in which event the County will assume no responsibility for any expense or loss to the vendor because of such cancellation or termination.

23. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the County, or fails to make replacement of reject articles, when so requested, immediately or as directed by the County, the County may purchase from other sources to take the place of the item rejected or not delivered. The County reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases, the successful bidder agrees to reimburse the County promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall not have claim to the difference. Such purchases will be deducted from contract quantity.

24. A contract may be cancelled at the successful bidder's expense upon non-performance of the contract.

DELIVERY

25. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear in order, it will be interpreted to mean prompt delivery. The decision of the County Purchasing Agent as to reasonable compliance with delivery terms shall be final. Regardless of delivery date, the pricing, terms, and conditions of the bid will be recognized as in effect on the date of order placement.

26. The County will not accept any deliveries on Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.

27. Items shall be securely and properly packed for shipment, storage, and stocking in shipping containers and according to accepted commercial practice, without extra charge for packing cases, bailing, or sacks.

28. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving department will note for the benefit of successful bidder when packages are not received in good condition. Carton shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

29. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions of the County Manager. The successful bidder required to furnish proof of delivery in every instance.

30. If required within the bid specifications, unloading and placing of the equipment or furniture are the responsibility of the successful bidder, and the County accepts no responsibility for unloading and placing of equipment. Any costs incurred by the County due to the failure of the successful bidder to comply with this requirement will be charged to the bidder. No help for unloading will be provided by the County, and suppliers should notify their truckers accordingly.

31. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Name and/or Purchase Order Number
Name of Article
Item Number (if applicable)
Quantity
Name of Successful Bidder

INSTALLATION OF EQUIPMENT

32. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, and the building broomed clean, and everything in perfect repair and other. Old materials are the property of the successful bidder unless otherwise stated.

33. Equipment, supplies, and materials shall be stored at the site only on the approval of the County Purchasing and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.

34. Work shall be progressed so as to cause the least inconvenience to the County and with proper consideration for the rights of other successful bidders of workmen. The successful bidder shall keep in touch with the entire operation and install his work promptly

35. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.

36. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of the trade-in. All equipment is represented simply "as is". Equipment is available for inspection only at the delivery point listed for new equipment, unless otherwise specified.

GUARANTEES BY THE SUCCESSFUL BIDDER

37. The successful bidder guarantees:

(a) His product against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.

(b) To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.

(c) To carry adequate insurance to protect the County from loss in case of accident, fire theft, etc.

(d) That all deliveries will be equal to the accepted bid sample.

(e) That the equipment is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one-year from date of delivery. If during this period, such faulty develop, the successful bidder agrees to replace the unit or the part affected without cost to the County. Any merchandise provided under the contract, which is or becomes defective during the guarantee-period, shall be replaced by the successful bidder free of charge with the specific understanding that all replacement shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately receiving notice from the County.

SAVING CLAUSE

38. The Contractor shall comply with all the provisions of the laws of the County of Franklin, the State of New York and of the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the General Municipal Law, the Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, in so far as the force and effect as if set forth at length herein. The bidder's special attention is called to those laws, which are set forth below:

39. Section 103-d of the General Municipal Law of the State of New York, which reads as follows:

"1. Every bid or proposal hereafter made to a political subdivision of the state of any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be lowing statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury; non-collusive bidding certification.

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose or restricting competition, as to any matter relating to such prices with any other bidder with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purposes of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof which the bid is made, or her designee, determines that such disclosures was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of sub-paragraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation."

40. All vendors must comply with provisions of the Toxic Waste Right to Know Law and provide the County with any and all information as required by law.

41. All regularly manufacture stock electrical items must bear the label of the Underwriter's Laboratories, Inc.

42. Bids on equipment must be on standard new equipment, of latest model and in current production, unless otherwise specified. All supplies, equipment, vehicles and materials must meet the provisions of the Occupational Safety and Health Act.

43. The non-collusion bidding certification following the form of proposal must be executed by the bidder and submitted with the proposal.

44. Franklin County reserves the right to terminate this contract on Information Sheet and Vendor Reference Sheet. These forms must be submitted with the proposal.

45. Faxed and/or emailed bids will not be accepted.

46. Any and all awards resulting from this bid shall be final and shall be for the complete term of the contract. No rescinding of awards will be made because of bidder error or inability to supply them.

47. Franklin County reserves the right to extend the term of this contract for any length up to sixty (60) days beyond the time herein specified as the expiration date of this contract at identical terms and conditions. Written notice will be given to the contractor.

48. Extension of Prices -- Political
Sub-divisions and districts and other authorized by law including certain non-profit agencies may participate in contracts resulting from this bid. Upon request, non-county agencies must furnish contractor(s) with the proper tax exemption certificate.

49. Political subdivisions and others authorized by law may participate in contracts resulting from this bid opening.

Drug-Free Workplace Act of 1988

All Contractors providing property or services to Franklin County valued at \$25,000 or more, or any Contractor participating in a project involving a grant from any federal agency must comply with all aspects of this law.

The Drug-free Workplace Act of 1988 takes effect on March 18, 1989. The Act applies to a federal government contractor providing property or services valued at \$25,000 or more, or any establishment receiving a grant from any federal agency. A covered federal contractor must certify to the contracting agency that it will provide a drug-free workplace.

The Act requires each covered contractor to provide each employee a written statement informing employees that the manufacture, distribution, possession or use of controlled substances is prohibited in the workplace. The statement must specify the actions that will be taken for violations and that as a condition of employment the employee must abide by such statement and notify the employer of any conviction under a criminal drug statute for a violation occurring in the workplace within five days of such conviction. An employer who learns that an employee has been convicted must notify the contracting agency within ten days of receiving notice of the conviction. In addition, the employer must discipline the convicted employee or require him to participate in a drug abuse assistance program.

A government agency may terminate a contract if the contractor fails to comply with the Act or has so many employees criminally

convicted for workplace drug violations that the agency believes the contractor is not making good faith effort to establish and maintain a drug-free workplace.

Title VI of the Civil Rights Act of 1964

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

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County of Franklin, NYSDOT, or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the County of Franklin, NYSDOT, or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the County of Franklin, and the NYSDOT will impose such contract sanctions as it, or the Federal Highway Administration (FHWA) may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six of this section in

every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (Title of modal Operating Administration) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the County to enter into any litigation to protect the interests of the County, and in addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC §.4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 *et seq.*).

Legal Publications for Bids – 2021

Please be advised that for the year 2018 Franklin County will publish all public bids in the following newspapers by directive of the Franklin County Legislature:

Malone Telegram	Adirondack Enterprise
469 East Main Street	54 Broadway
P. O. Box 69	P.O. Box 318
Malone, NY 12953	Saranac Lake NY 12983

It is the responsibility of the prospective bidders to read these publications and contact the County Manager's Office if they wish to be included in vendor lists for bids published.

Electronic Bids

Franklin County does not have a program in place that will allow for the receipt of bids electronically. Bids need to be in a sealed envelope and delivered to the place listed on the cover page by the appropriate time. Any bids that are not delivered sealed and on time, will be rejected

C. Box Beam Posts at Shallow Obstructions

Box beam guide rail is designed to have significantly less deflection than either cable or weak post W-beam guide rail. The rigidity and mass of the beam contributes to the system's stiffness, allowing beam action to span across several posts at the same time. Because of this combined action of the posts, it is acceptable, where necessary, to shorten a single post by as much as 300 mm, as in Details 3-A and 3-G, without assuming any significant increase in deflection distance. (Post shortening should not be done where extra length posts are needed due to the proximity of steep slopes.)

Normal Post Spacing of 1830 mm: Where 1830 mm post spacings are being used, posts may be repositioned (but not removed) without increasing the assumed deflection distance, provided the following spacings are not exceeded: 3.05 m when no beam splice is included (Detail 3-B), and 2.44 m when a beam splice is included (Detail 3-C). New holes drilled in the box beam to permit fastening to the posts should be field galvanized (in accordance with the Standard Specifications) soon after drilling and prior to mounting the rail.

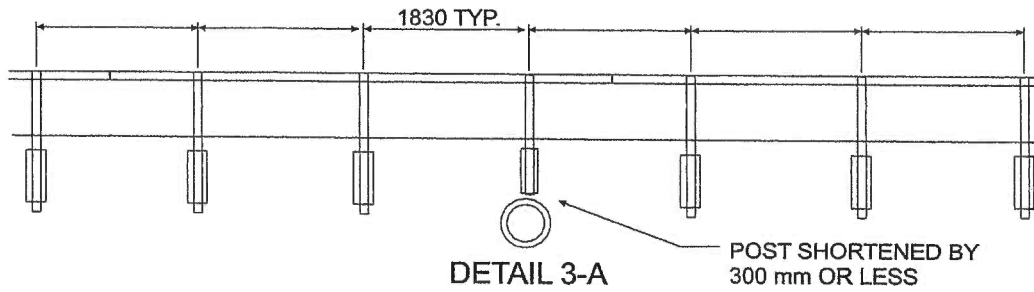
While the rigidity of box beam permits repositioning of its supporting posts up to the limits indicated in Details 3-B and 3-C, longer spans between supporting posts introduce the risk that the rail will bend too much when struck, allowing a vehicle to pocket. To minimize this possibility, it is permissible to stiffen the spanned area by bolting an additional length of box beam rail to the back side of the primary rail. The fastening should be done using four M20 x 2.5 button head bolts with washers. With the rail reinforced in this manner, a span of 4 m may be used between supporting posts as indicated in Details 3-D and 3-E. Note that the supporting posts will have to be set back 150 mm to accommodate the width of the backup piece of box beam rail.

If a shallow obstruction extends for up to 6.0 m under a run of box beam with 1830 mm post spacings and does not require shortening any of the posts by more than 300 mm, then shortened posts may be used, but with 915 mm post spacings above the obstruction, and an additional full length post(s) placed on either side of the obstruction as may be needed to ensure that the split spacing extends beyond the sides of the obstruction. See Detail 3-F for an instance where a full-length post is needed to extend the split spacing on the right side.

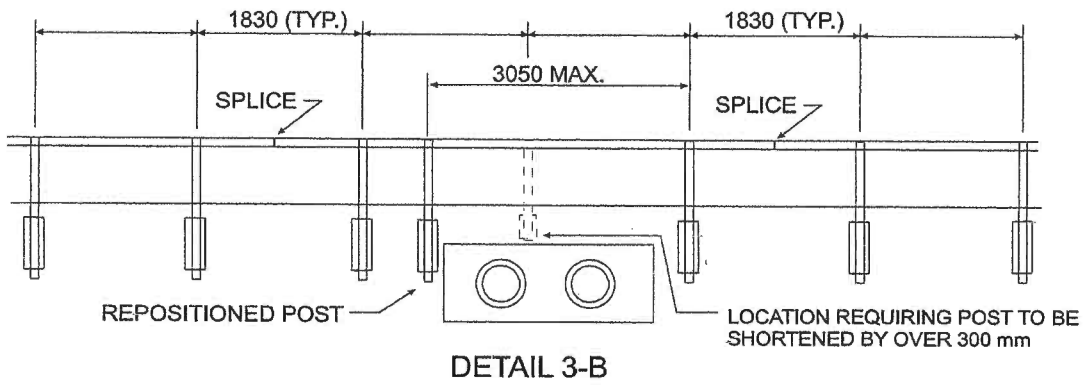
Normal Post Spacing of 915 mm: Where 915 mm post spacings are being used, it is acceptable to skip a single post, if a shallow obstruction is encountered that would require shortening that post by more than 300 mm, but the deflection for 3.0 m on either side of the removed post should be assumed to increase from 1.2 m to 1.5 m. See Detail 3-H.

If a shallow obstruction extends for up to 6.0 m under a run of box beam with 915 mm post spacings and does not require shortening any of the posts by more than 300 mm, then shortened posts may be used, but the deflection for 3.0 m on either side of the outside shortened posts should be assumed to increase from 1.2 m to 1.5 m. See Detail 3-J.

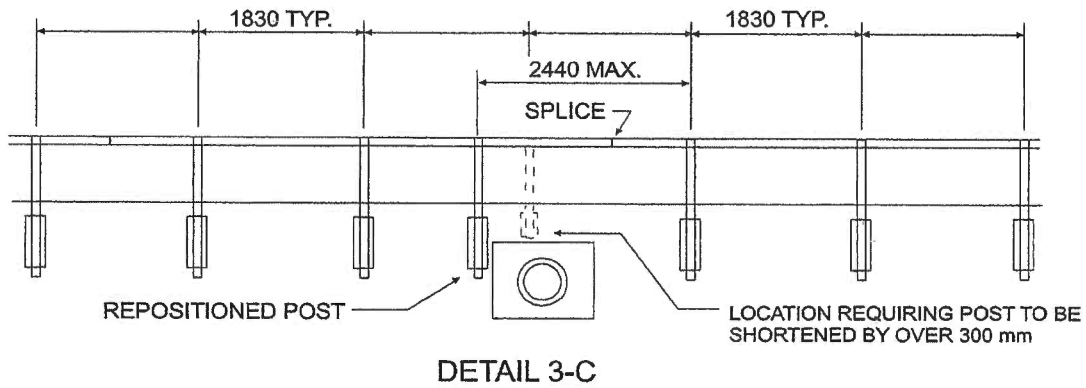
Box Beam Guide Rail with 1.83 m Post Spacings over Narrow Obstructions to Post Driving



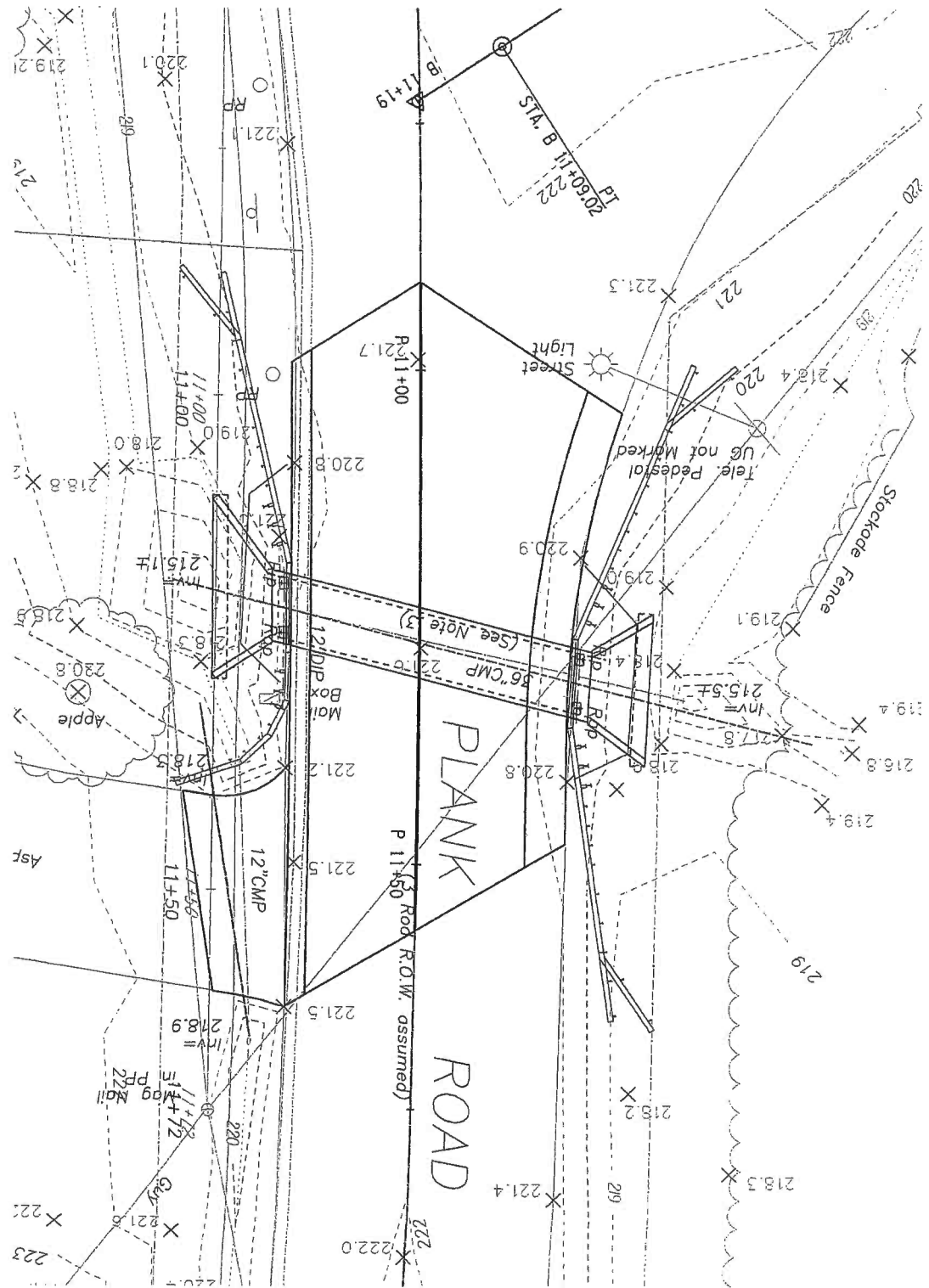
FOR DETAILS 3-A, 3-B, AND 3-C,
ASSUME STANDARD DEFLECTION = 1.5 M



DETAILS 3-B AND 3-C DIFFER IN THE
LOCATION OF THE BEAM SPLICE.



ALL DIMENSIONS IN mm



RESOLUTIONS

No one wished to be heard.

Resolution No. 48 of 2021, a resolution adopting best value standard for procurement and purchases.

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

WHEREAS, pursuant to NY State Finance Law Section 163, municipalities within New York are authorized to award contracts and to make purchases of apparatus, equipment materials and supplies utilizing best value methods as defined by the statute, and

WHEREAS, best value methodology provides the town with the flexibility to consider qualitative factors, such as individual product features best able to meet the needs of the town, including available warranties and ease of service options, and costs of maintenance as outlined in the attached policy, providing such factors are objectively measured and identified within the procurement, and

WHEREAS, the Town Board wishes to authorize best value procurement determinations for individual procurements, as well as purchases from the competitively bid contracts of other state and local government agencies utilizing “piggyback” contracting under General Municipal Law Sections 103 (3) and 103 (16); now, therefore, be it

RESOLVED, that the town’s procurement policy is hereby amended through the addition of POLICY 15 and POLICY 16, attached.

ROLL CALL VOTE

Ayes: Councilwoman Flood, Councilwoman Standaert, Councilman Morelli,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

Attorney McCarthy stated the town has never formally adopted this method to be able to consider factors other than price.

Resolution No. 49 of 2021, a resolution authorizing the purchase of a fuel tank containment system for the Milton CAT Generator at the Highway facility.

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

WHEREAS, Highways Superintendent Dahn Bull has requested authorization to replace the secondary containment tank which has corroded and in need of replacement to comply with DEC regulations and for prevention of possible fuel spills, and

WHEREAS, Milton CAT, Clifton Park, NY, with whom we have a service agreement, has provided a quote for the removal of the existing fuel tank and installation of its replacement at a cost not to exceed \$11,300, and

WHEREAS, Highways Superintendent Dahn Bull has advised that the replacement fuel tank will comply with DEC regulations for fuel tank inspections at the Highway garage; now, therefore, be it

Town of Clifton Park Procurement Policy

The New York State General Municipal Law (GML) provides that all municipal contracts for public works involving more than \$35,000 and all purchase contracts involving more than \$20,000 are to be awarded to the lowest responsible bidder after advertisement for sealed bids. [GML 103]

For the acquisition of all other goods and services, the law requires that procurement takes place by methods and means designed to facilitate acquisition of goods and services of maximum quality and at the lowest possible cost under circumstances that guard against favoritism, improvidence, fraud and corruption. [GML 104-b]

Therefore, the Town Board adopts the following procedures to govern the acquisition of goods and services, and recurring contracts, not governed by the sealed bid requirements. [GML 103]

POLICY 1: Determine if the procurement is governed by the sealed bid requirements of GML 103. A public work is any permanent improvement to be constructed or affixed on Town property. This includes: buildings, structures, pavement, trails, cell towers, water lines, sewer infrastructure, and any other permanent improvement to public property.

- If the improvement is reasonably expected to exceed \$35,000, including labor and materials, a sealed bid is required.
- The same analysis is required for the purchase of materials, supplies or equipment that may reasonably be expected to exceed \$20,000.

If a sealed bid is required, bids should be advertised in a manner designed to achieve the widest reasonable distribution to the relevant market for the individual procurement at issue, including consideration given to utilize the NYS Contract Reporter, The Town's official publication, and/or trade or special interest publications selected for the individual market. For construction and other public works procurements where bid documents have been written by an engineering firm or other consultant on behalf of the Town, reliance upon such consultant for advertising and distribution of the bid documents is sufficient. All sealed bid documents shall be advertised and available for download on the Town website, www.cliftonpark.org/government/requests-for-bids-and-proposals.html. The determination that a contract or service is not governed by GML 103 shall be made by the Town Attorney or Comptroller.

POLICY 2: For improvements constituting public works less than \$35,000, written quotes should be obtained following advertising and distribution designed to achieve widest reasonable distribution for the individual project at issue, including the official paper of record, according to the most recent organizational resolution, and the NYS Contract Reporter. In all cases the solicitation should be advertised and noticed on the Town Website.

POLICY 3: All estimated Purchase or Revenue contracts reasonably expected to be less than \$20,000, in the aggregate on a 12-month basis require a written Quote.

It is Town Policy that at least 3 written quotes from vendors be obtained, but in all cases the solicitation should be distributed as widely as practicable for the individual material, supplies or services solicited, and should be advertised and Noticed on the Town Website where practicable to do so. If unable to obtain at least three separate quotes, documentation should be made demonstrating efforts made to do so. Purchases \$500 or less left to the discretion of the purchaser.

POLICY 4: The lowest responsible proposal or quote shall be awarded the purchase or contract unless the purchaser prepares a written justification, subject to approval of the Comptroller or Town Attorney, providing reasons why it is in the best interest of the Town and taxpayers to make an award to other than the lowest bidder.

Factors for consideration on determining not to award to the lowest bidder:*

- local source - if the vendor is located within
 1. The Town of Clifton Park, then
 2. Southern Saratoga County, then
 3. Saratoga County,
 4. **and** the bid is within 5% of the highest bid, then the Board may award the contract to the local vendor in appropriate cases.
- lowest bidder is deemed not responsible
- availability of product, maintenance or service when needed
- transportation and other costs relevant to acquiring goods

*If any of the factors set forth above are used in determining the award, including the reliability of the lowest bidder, then documentation justifying the judgment made shall be included in the record supporting the particular procurement.

POLICY 5: For Revenue contracts, Professional Service Contracts, Consulting Services for new services, initiatives, or pilot programs, determinations shall be made concerning the applicable thresholds based upon information available, and the methods of obtaining alternative quotes, proposals and expressions of interest selected should be based on the availability of potential sources and the cost-effectiveness of each method under the circumstances, pursuant to the policy goals of GML 104-b, quoted above.

Documentation concerning actions taken in connection with the methods chosen shall be retained in all cases in a procurement file accompanying the project file. Professional consultants may be retained without competition in the interest of efficiency, and on the basis of qualifications for the individual service required, in the sole determination of the Town Supervisor.

POLICY 6: Determinations on the methods to be used in obtaining quotations, and prices will depend in each instance on the type of procurement sought, and the method used should be selected based on efficiency and adherence with the policy goals of GML 104-b.

POLICY 7: A Request for Proposal (RFP) is generally to be used where price is one, but not the only, consideration to be evaluated in making the procurement determination, and should

be used where experience, qualifications, response time, and other qualitative factors are expected to be material to the selection of the vendor, supplier, or consultant. An RFP should also be used where the Town seeks input from prospective proposers on the best course, methods and means to achieve the desired goal of the procurement.

POLICY 8: A good faith effort shall be made to obtain the required number of proposals or quotes. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser shall document the attempt made at obtaining the proposals. The inability to obtain the proposals or quotes is not an absolute bar to obtaining the procurement.

POLICY 9: Exceptions to requirements for competitive bidding or solicitation for projects, Goods or Services not governed by GML 103:

- emergencies arising out of an accident or unforeseen circumstance affecting public property or life, health or safety
- item available from a sole source which is uniquely required in the public interest, there is no substantial equivalent and no competition for the supply (sole source determination shall be made by Town Attorney or Comptroller)
- goods purchased from agencies for the blind or severely handicapped
- goods purchased from correctional facilities
- goods purchased from another governmental agency
- goods purchased at authorized auctions
- goods purchased for less than \$500.00
- purchases made utilizing pre-existing State Contract, or available under "piggyback" contracts pursuant to GML 103(3)
- authorized auctions
- professional services in the sole discretion of the Town Supervisor

POLICY 10: All requests to attend classes, seminars or professional conferences involving overnight stays must be approved by the Town Board.

POLICY 11: The Comptroller will issue periodic guidance on the utilization of purchase orders and vouchers for the processing of purchases for supplies and materials to be followed by all departments.

POLICY 12: A purchase order serves to identify the account from which funds for a purchase are to be made. All payments must have a purchase order attached with the exception of:

- reimbursement of travel expenses (expense summary must be attached to voucher)
- payment of utilities
- payment of leases
- refund of participation fees
- postage
- gas purchased through the Town pumps

POLICY 13: All Capital Expenditures in excess of \$5,000 shall be approved by the Town Board.

POLICY 14: Pursuant to General Municipal Law § 104- b (2) (F), individuals named on the attached list are responsible for authorizing Purchasing and Procurement pursuant to this policy.

POLICY 15: Goods and services procured and awarded on the basis of "best value" are those that the Town determines will be of the highest quality while being the most cost efficient. The goal of the procurement is to award the contract or purchase order to the offeror who optimizes quality, cost, and efficiency among responsive offerors. The determination of quality and cost efficiency shall be based on objective, quantifiable, clearly described, and documented criteria, which may include, but shall not be limited to any or all of the following:

1. cost of maintenance for good(s) or service(s);
2. features of the offered product or services set forth in detailed specification for the product offered;
3. warranties and/or maintenance to be provided with the product or service;
4. product life of good(s) or service(s);
5. references, past performance and reliability or durability of the product offered and current or past experience with the provision of similar goods or services;
6. organization, staffing (both members of staff and particular abilities and experiences), and ability to undertake the type and complexity of the work;
7. financial capability; or
8. record of compliance with all federal, state, and local laws, rules, licensing requirements, where applicable, and executive orders, including but not limited to compliance with existing labor standards and prevailing wage laws.
9. Compatibility with existing equipment for interchangeability of accessories, parts and services.

Whenever any contract is awarded on the basis of best value instead of lowest responsible bidder, the basis for determining best value and the final calculations used shall be thoroughly and accurately documented and made part of the procurement record.

POLICY 16: The Town of Clifton Park, at its discretion and following the guidelines set forth in General Municipal Law § 103, may procure goods (including apparatus, materials, equipment and supplies) and services by "piggy backing" through contracts let by the United States, or any agency thereof, any state or any political subdivision or district therein, if such a contract was let in a manner consistent with competitive bidding or "best value" methodology and made available for use by other government agencies. This may include, but not limited to, contracts let by other counties, states, national cooperative contracts, contracts let by the federal government through the General Services Administration (GSA) made available for use to county government, for example Schedule 70 (IT related purchases), Schedule 84 (Law Enforcement purchase), and other purchases related to Disaster Recovery.

As adopted by Resolution No. ___ of 2021

* Highest bidder/quote for Revenue Contracts

EMPLOYEES AUTHORIZED TO APPROVE PURCHASES
AS OF January 2021

Supervisor's Office

Phil Barrett, Town Supervisor
Matthew Andrus, Information Specialist
Jean Spiegel, Confidential Secretary

Assessor's Office

Walter Smead, Assessor
Kelly Miller, Senior Assessment Clerk

Attorney's Office:

Tom McCarthy, Town Attorney

Buildings & Grounds:

Daniel Clemens, Director
Margy Kasky, Senior Account Clerk
Donald McCune, Transfer Station Manager

Building & Zoning:

Steve Myers, Director
Wade Schoenborn, Chief Bureau of Fire Prevention

Town Clerk's Office:

Teresa Brobston, Town Clerk
Christine Pagniello, Deputy Town Clerk
Claudia Fitzgerald, Deputy Town Clerk

Comptroller:

Mark Heggen, Comptroller
Stephanie Drenchko, Deputy Comptroller
Laurie Luse, Payroll Clerk

Town Court

Connie Brown, Chief Court Clerk

Highway Department:

Dahn Bull, Superintendent of Highways
Ellenmarie Martin, Deputy Highway Superintendent

Historic Preservation Commission:

Parks & Recreation:

Myla Kramer, Director
Diana Fraser, Assistant Director

Planning Department:
John Scavo, Planning Director

Receiver of Taxes:
Rose Savallo, Receiver of Taxes

Safety & Security Office:
Lou Pasquarell, Director
Teresa Cook, Animal Control Officer

Senior Citizen Center:
Susan Leonard, Director

Sewer Department:
Mike O'Brien, Collections System Manager