

TOWN OF CLIFTON PARK TOWN BOARD MEETING

Tuesday, June 21, 2022

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. – Clifton Park Senior Community Center**
- II. **Pledge to Flag**
- III. **Roll Call**
- IV. **Approval of Town Board Minutes**
- V. **Communications/Announcements**
- VI. **Business**
 - **Presentation of 2022 Community Preparedness and Resiliency Fund Grants**
 - **Resolutions for Consideration**
 - **Other Business**

VII. **Open Public Privilege**

NOTE:

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

VIII. **Adjournment**

Resolutions for Consideration
Clifton Park Town Board Meeting
June 21, 2022

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Parks & Recreation	Authorize the Supervisor to sign a lease agreement with National Business Technologies for a digital copier/printer for Parks & Recreation	P. Barrett
2. Parks & Recreation	Authorize the transfer of funds from contingency to repairs at the Adventure Challenge Course	A. Standaert/ L. Walowit
3. Parks & Recreation	Authorize the hiring of additional seasonal staff for the 2022 summer camps	A. Standaert/ L. Walowit
4. Parks & Recreation	Authorize the establishment of a Special Pool Access Pass for pool members and their respite workers or community habilitation providers	P. Barrett
5. Planning	Authorize a supplemental agreement for construction administration and inspection services of the Town Center Park Phase I project	P. Barrett
6. Senior Community Center	Accept an anonymous donation for the purchase of (2) 10 x 12 gazebos at the Senior Community Center Bocci Courts	P. Barrett
7. Planning	Award a bid to Gallo Construction Corp. for the Clifton Park Center Drainage Improvements Project	P. Barrett
8. Supervisor	Accept a temporary construction easement from Robert Philips to accommodate a drainage improvements project	P. Barrett

Resolution No. _____ of 2022, a resolution authorizing the Supervisor to sign a lease agreement with Electronic Business Products, for a Digital Copying system for use by the Parks & Recreation Office.

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

WHEREAS, Director of Parks, Recreation and Community Affairs, Myla Kramer, has requested that a new digital copier/printer be leased for use by the department; and

WHEREAS, the proposed cost for leasing the copier has been budgeted per the attached schedule; and

WHEREAS, quotes were received with Electronic Business Products submitting the lowest quote for a lease plus service charge totaling \$301.42 per month, plus \$.0064 for black and white copies, and \$.0433 for color copies; now, therefore be it

RESOLVED, that the Town Supervisor is authorized to enter into a lease agreement with Electronic Business Products, for a Lanier IMC 6000 copier/printer system, for thirty-six (36) months, for a lease plus service charge totaling \$301.42 per month, plus copy charges as listed above, to be paid from A-7021-003 [Parks & Recreation - Copier].

Town of Clifton Park
Parks and Recreation

Quotes

Date: May 31, 2022	
Description: Leased Copy Machine 36 months (based on 60 ppm)	
Vendor: Canon Solutions America	
Quote: \$326 a month x 36 months:	\$11,736.00
B&W Copies - .0049 x 108,000(yr.) = \$529.20yr x 3:	\$1,587.60
Color Copies - .039 x 12,000(yr.) = \$468yr x 3:	\$1,404.00
Total: 3-year lease & copies =	\$14,727.60
Vendor: Electronic Business Products	
Quote: \$301.42 a month lease x 36 months:	\$10,851.12
B&W Copies - .0064 x 108,000 = \$691.20yr x 3:	\$2,073.60
Color Copies - .0433 x 12,000 = \$519.60yr x 3:	\$1,558.80
Total: 3-year lease & copies =	\$14,483.52
Vendor: National Business Technologies	
Quote: \$342.53 a month lease x 36 months:	\$12,331.08
B&W Copies - .0045 x 108,000 = \$486yr x 3:	\$1,458.00
Color Copies - .0387 x 12,000 = \$464.40yr x 3:	\$1,393.20
Total: 3-year lease & copies =	\$15,182.28
Vendor: Repeat Business Systems	
Quote: \$309 a month lease x 36 months:	\$11,124.00
B&W Copies - .0075 x 108,000 = \$810 x 3:	\$2,430.00
Color Copies - .04 x 12,000 = \$480 x 3:	\$1,440.00
Total: 3-year lease & copies =	\$14,994.00
Vendor: Usherwood Office Technology	
Quote: \$283.33 a month x 36 months:	\$10,199.88
B&W Copies -.007 x 108,000 = \$756yr x 3:	\$2,268.00
Color Copies -.06 x 12,000 = \$720yr x 3:	\$2,160.00
Total: 3-year lease & copies =	\$14,627.88
Awarded To: Electronic Business Products	

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, June 7, 2022 11:52 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 06-13-2022 Parks & Rec
Attachments: 629f7424aa8a5-P&R Copier Lease.pdf

An item has been submitted to the Resolution Request form for review.

Department: Parks & Rec
Your email: mkramer@cliftonpark.org

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): P. Barrett

Requested Meeting Date: 06-13-2022

Brief Description: a resolution authorizing a 36-month lease agreement for a copier/printer system in the Parks, Recreation and Community Affairs Office

Budget #: A-7021-003
Budget Description: Parks & Rec Admin - Copier
\$ Amount:

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Meg Springli

From: Myla Kramer <MKramer@cliftonpark.org>
Sent: Monday, June 13, 2022 10:35 AM
To: Meg Springli
Subject: contract for copier resolution
Attachments: Contract EBP 2022.pdf

Hi Meg. Attached please find the contract to go with my copier resolution for next Monday. Thanks!

Regards,
Myla

Myla E. Kramer, M.S.W., Director
Office of Parks, Recreation and Community Affairs
Town of Clifton Park
1 Town Hall Plaza
Town of Clifton Park, NY 12065
518-371-6667 www.cliftonpark.org

A Great Place to Live, Work and Play!

Capital Region Parks and Recreation Association, Executive Board President 2006-2012, Past President 2012-2014
New York State Recreation and Park Society, Executive Board Member 2006-2010

Send Email Invoicing to:

LESSEE	Full Legal Name Clifton Park, Town Of (inc)	Tax ID No	Phone Number (518)348-7301
	Billing Address 1 TOWN HALL PLZ, CLIFTON PARK, NY 12065-3610		Purchase Order Requisition Number
	Equipment Location (if not same as above)	County	Send Invoice to Attention of:

EQUIPMENT	Make LANIER	Model Number IMC 6000	Serial Number	Quantity 1	Description (Attach Separate Schedule A If Necessary) PRINTER, COPIER AND SCANNER

PAYMENT INFORMATION	Number of Lease Payments 36	Lease Payment 301.40 Plus Applicable	Term of Lease in Months 36	Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	End of Lease Option <input checked="" type="checkbox"/> FMV <input type="checkbox"/> \$1	
	Plus Applicable Taxes		Security Deposit (PLUS)	First Period Payment (PLUS)	Other (EQUALS)	
	Lease Payment <input type="checkbox"/> includes / <input type="checkbox"/> does NOT include maintenance/service/supplies [check one]		Total Payment Enclosed			
	Sales Tax Exempt <input type="checkbox"/> Please provide valid certificate.		Plus Applicable Taxes			

TERMS AND CONDITIONS

1. **Lease:** You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. Security deposits are non-interest bearing. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater. Such amount shall be payable in addition to any and all amounts or monies payable by you as a result of the exercise of any of the remedies herein provided. **YOU AGREE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY LEASE TERM OR PROVISION.**

2. **Term:** This Lease is effective on the earlier of the date we sign it or fund the Equipment supplier, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim.

3. **Title:** Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

4. **Equipment Use, Maintenance and Warranties:** We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. The Lease Payments set forth above do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the above "Payment Information" box. Notwithstanding anything to the contrary, however, you agree that we are not responsible for providing such Service for the Equipment and you will make all claims related to Service to the Service provider ("Provider"). No Provider may alter the terms of this Lease or make any promises or arrangements that alter our rights or your obligations under this Lease. You agree that you are expressly assuming any risks arising from such Provider's inability to deliver such Service, under any circumstance, including, without limitation, such Provider's financial condition or its inability to repair or service the Equipment. You agree that any claims related to Service will not impact your obligation to pay all Lease payments when due.

5. **Assignment:** You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

6. **Risk of Loss and Insurance:** You are responsible for risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain insurance against theft and physical damage, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

7. **Taxes:** You agree to pay when due, either directly or as a reimbursement to us, all taxes (including, without limit, sales, use, and personal property) and charges in connection with ownership, lease and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss or unavailability of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions. This indemnity will continue even after the termination of this Lease.

8. **Default and Remedies:** You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; b) you breach any other obligation under the Lease or any other Lease with us; or c) you, your owner(s) or any guarantor(s) are listed on a US or foreign government sanctions list or are subject to sanctions therefrom. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease payments and the Residual discounted to the date of default at 1% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) charge you a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned; and (v) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. You are also required to pay (i) all expenses incurred by us in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing, and selling the Equipment, and (ii) reasonable attorney's fees.

9. **End of Lease, Return, Purchase Option, and Renewal:** You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods. If the Equipment is returned to us, you shall remove all confidential information from the Equipment prior to return. If any Software license ("License") included hereunder passes title to you, such title shall automatically vest and remain in us. If such vesting requires a written conveyance, you hereby convey to us any title you have or hereafter acquire in the Software and relinquish any subsequent title in the Software. If licensor's consent is required, you shall assist us in obtaining consent.

10. **Miscellaneous:** You agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. You agree that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease. This Lease was made in Pennsylvania ("PA"); is deemed to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to the exclusive jurisdiction, personal or otherwise, in any state or federal court in PA, and waive trial by jury. You agree (i) to waive any and all rights and remedies granted to you under UCC Section 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without our consent, and (iii) this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. We may inspect the Equipment during the Lease term. We shall not be liable to you for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder. This Lease contains the entire agreement of the parties. No amendment is binding unless mutually agreed to by both parties. You authorize us to contact you about your accounts in any way, including at any number or email address at which we believe we can reach you, even if you are charged for such contact by a provider. For information about our privacy practices, please review our privacy statement at dlgroup.com/usprivacy.

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: <input type="checkbox"/> NEW <input type="checkbox"/> USED/NOT NEW		
	Signature	DOB	Date
	Title	Print Name	
	Legal Name of Corporation Clifton Park, Town Of (inc)		

LESSOR	DE LAGE LANDEN FINANCIAL SERVICES, INC.	
	Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
	Phone: (800) 735-3273 • Fax: (800) 776-2329	Lease Number 500-50408670
	Commencement Date	Accepted By

ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.			
	Signature	Date	Print Name	Title

080EDOC243v15

Credit Approval From DE LAGE LANDEN FINANCIAL SERVICES, INC.

Clifton Park, Town Of (inc)
has been Approved!

Date: 06/10/2022
Re: Credit Application # 500-50408670

Attention: GREG HOFFIS
Partner: ELECTRONIC BUSINESS PRODUCTS INC
From: Nicole Milligan Phone: 800-669-9441

1. Please review the exact terms of this Credit Approval.

Customer's Full Legal Name: Clifton Park, Town Of (inc)
Total Credit Amount = \$10,000.00
Upfront Sales Tax (if applicable) = \$0.00 (included in Total Credit Amount)
Trade-Up Amount (if applicable) = \$0.00 (included in Total Credit Amount)
Application MSRP = \$10,000.00 Maximum Soft Costs = 25%
Contract Term = 36 Payment Frequency = Monthly Purchase Option = Fair Market Value

Equipment Description:	1	Lanier	Color Multifunctionals
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2. The amounts listed below are based on the above terms in Section #1 and the information you submitted on the credit application. If any of these amounts change the payment amount will need to be recalculated and will be subject to credit approval.

36 Payments of \$301.40 plus applicable taxes (0.03014)
Security Deposit Amount = \$0.00 First Period Payment Amount = \$0.00 plus applicable taxes
Down Payment = \$0.00 plus applicable taxes Total Payment due at signing = \$0.00 plus applicable taxes

3. The following Documents are required so we can fund this transaction:

- Your itemized Equipment Invoice with serial numbers
- Executed Contract
- Invoice
- Delivery and Acceptance
- Agreement signed by Authorized Lease Signer
- Fiscal Funding Addendum
- Lessee/Customer's Tax Payer ID Number

4. This approval is contingent upon the following:

- Our receipt and acceptance of the above documents in form and substance that we deem acceptable within thirty (30) days of our initial approval of this credit application.
- Our verification: 1) that the equipment is new (not discontinued), 2) that this transaction complies with our equipment MSRP and allowable soft costs policies, 3) of any promotional contract rates, 4) of any applicable Trade-up amounts and 5) of any applicable upfront sales tax amounts.
- Our verification that the Customer meets our Know Your Customer requirements.

THIS CREDIT APPROVAL IS NOT, AND SHALL NOT BE CONSTRUED AS, A COMMITMENT BY DLL TO FUND THE PROPOSED TRANSACTION. We are not obligated to provide any financing until execution and delivery of final legal documentation in form and substance that we deem acceptable. Any change to Customer's identity, legal form, name, requested funding amount, equipment to be financed, financing term, or any material change in the business, assets, operations or condition (financial or otherwise) of the Customer, prior to the consummation of the Financing will, at our option, void any and all of our obligations under this Approval. In the event DLL believes the transaction in its approved form is prohibited due to applicable laws or regulations, DLL shall not fund the transaction in such form, but reserves the right to propose an allowable structure. In the event DLL learns the credit applicant is engaged in an illegal business (under state and/or federal law), DLL reserves the right to withdraw any approval and decline funding the transaction.

**Simply return all completed documents as soon as possible to:
Nicole Milligan**

1111 Old Eagle School Road, Wayne, Pa. 19087-1453

Thank you for your business. If you have any questions, please call us at 800-669-9441

Visit us at <http://www.oncefinance.com> to generate approvals online, view application status, and receive buyout/trade-up quotes instantly. For website access contact your Sales Representative at 80073LEASE.

Resolution No _____ of 2022, a resolution to transfer funds from Contingency for the repairs at the Adventure Challenge Course.

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

WHEREAS, the Town Board authorized repairs to the Adventure Challenge Course at Collins Park by Resolution No. 87 of 2022, and

WHEREAS, Director of Parks, Recreation and Community Affairs, Myla Kramer has been advised that the final cost to repair the course following inspection exceeded the original quote of \$12,036, resulting in an invoice totaling \$13,153.82, and

WHEREAS, additional funds are needed to cover the higher costs; now, therefore, be it

RESOLVED, that the Comptroller is authorized to transfer \$1,117.82 from Contingency to A-7621-200 (Adventure Challenge - Equipment).

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, June 7, 2022 12:07 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 06-13-2022 Parks & Rec
Attachments: 629f77843ce76-Inv_22176C_from_Project_Adventure_10612.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Categories: TB Prep

An item has been submitted to the Resolution Request form for review.

Department: Parks & Rec
Your email: mkramer@cliftonpark.org

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **A. Standaert**

Requested Meeting Date: **06-13-2022**

Brief Description: a resolution authorizing the transfer of \$1,117.82 from contingency to A-7621-200 (Adventure Challenge - Equipt) to cover the final cost adjustment for repairs at the Adventure Challenge Course.

Budget #: A-7621-200
Budget Description: Adventure Challenge - Equipt
\$ Amount: 1,117.82

Additional Comments/Details: Original funds approved in Resolution No. 87 of 2022

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:



Project Adventure

719 Cabot Street
Beverly, MA 01915

Invoice

Date	Invoice #
4/29/2022	22176-C

Bill To
TOWN OF CLIFTON PARK 1 TOWN HALL PLAZA TOWN OF CLIFTON PARK, NY 12065

P.O. No.	Terms	Rep
	Net 30	SB

Contact	Description	Date(s)	PA Staff	Total
MYLA KRAMER	COURSE REPAIRS FOLLOWING INSPECTION	4/29/2022	JIM GETCHELL	13,153.82
			Total	\$13,153.82
			Payments/Credits	\$0.00
			Balance Due	\$13,153.82

Payments not received within 30 days of invoice date will be subject to interest at 1.6% per month

Please email keramo@pa.org with invoicing questions.

Resolution No. 87 of 2022, a resolution authorizing repairs to the Adventure Challenge Course at Collins Park.

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

WHEREAS, the Town's Adventure Challenge Course offers a unique aerial obstacle course consisting of tree climbing, ziplines, swing ropes and related challenges for summer recreation at Collins Park, and

WHEREAS, Project Adventure, Beverly, Massachusetts, offers proprietary design, testing, and inspection services to ensure compliance with industry standards for safety and reliability of challenge course elements throughout the Northeast, and has performed safety testing on behalf of the Town for compliance with industry standards, and

WHEREAS, Project Adventure completed the most recent safety inspection of the course in the fall of 2021, which demonstrated needed repairs and upgrades to several of the existing course elements, and

WHEREAS, Project Adventure has submitted a quote for the repairs necessary for the course elements, in the amount of \$12,035.98, for the planning, design, engineering and implementation of repairs necessary to bring the course up to date for the new season, and

WHEREAS, Myla Kramer, Director of Parks, Recreation and Community Affairs, recommends that the Town Board retain Project Adventure to complete the repairs to the course that have been identified by recent inspections, per the submitted quote; now, therefore, be it

RESOLVED, that the Supervisor is authorized to accept the quote of Project Adventure for the design, engineering and implementation of repairs and upgrades to the Town's Adventure Challenge Course, and be it further

RESOLVED, that Supervisor Barrett is authorized to execute documents attached, for the professional services done by Project Adventure, Boston, Massachusetts; and be it further

RESOLVED, that the Comptroller is authorized to transfer \$12,036 from Contingency to A-7621-200 (General Fund – Project Adventure – Equipment).

ROLL CALL VOTE

Ayes: Councilwoman Flood, Councilwoman Standaert, Councilman Morelli,
Councilwoman Walowit, Supervisor Barrett
Noes: None

DECLARED ADOPTED
April 4, 2022

Teresa Brobston, Town Clerk

Resolution No. of 2022, a resolution hiring seasonal staff for the 2022 Parks & Recreation Programs.

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

WHEREAS, the Town Board wishes to hire additional staff for the summer 2022 pool season, and

WHEREAS, Myla Kramer, Director of Parks, Recreation and Community Affairs has recommended that the individuals listed in the attached Schedule A be hired, and individuals in the attached Schedule B be retained as Head Lifeguards, with pay as indicated; now, therefore be it

RESOLVED, that the individuals listed in the attached Schedule A be retained as staff for the Town's pools to be paid as indicated on the schedule through the end of the respective season; and be it further

RESOLVED, that the individuals in the attached Schedule B be retained in the new positions and rates as listed retroactive to _____, through the end of the respective season.

Schedule A

2022 New Camp Counselors

FIRST	LAST	STREET	TOWN	SITE	POSITION	STEP	HRLY RATE
JONESVILLE					A-7310-E4550		
Remi	Bakker	46 Tipperary Way	Clifton Park, NY 12065	Jonesville	Counselor	1	\$13.20
LOCUST LANE					A-7310- E4500		
Anthony	Harbour	2 Hickory Lane	Clifton Park, NY 12065	Locust Lane	Counselor	1	\$13.20
OKTE					A-7310-E4580		
Jackson	Marszalek	60 Carriage Road	Clifton Park, NY 12065	Okte	Counselor	1	\$13.20
TINY HANDS PRESCHOOL					A-7310-Exxxx		
Lillian	Fox	23 Fieldstone Drive	Ballston Lake NY 12019	Preschool	Counselor	2	\$13.20

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, June 14, 2022 2:49 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 06-21-2022 Parks & Rec
Attachments: 62a8d81545da4-Schedule A 2nd Additional New Camp Counselors 2022.pdf

An item has been submitted to the Resolution Request form for review.

Department: **Parks & Rec**
Your email: **mkramer@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **A. Standaert & L. Walowit**

Requested Meeting Date: **06-21-2022**

Brief Description: **A resolution hiring additional counselors for the 2022 summer camp season, per schedule A**

Budget #:
Budget Description:
\$ Amount:

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Resolution No. _____ of 2022, a resolution authorizing a Pool Access Pass for pool members with physical or mental disabilities.

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

WHEREAS, Supervisor Barrett recommends that the Town Board to enact a program to waive membership fees to the Town Pools for respite workers and community rehabilitation providers who are retained or assigned to provide assistance to individual pool members with special needs, and

WHEREAS, the program would allow for pool members with special needs to apply for and receive pool access passes for employed workers assigned to provide individual assistance to those members of the special needs community through recognized organizations; now therefore be it

RESOLVED, that the Parks & Recreation Department is authorized to issue seasonal access passes to enable pool members to be accompanied by their assigned respite or community habilitation workers and to waive the membership fee for the assigned worker, upon verification of need and status of the accompanying individuals, as outlined in the attached application form.

Town of Clifton Park

Special Needs Pool Access Pass

The Pool Access Pass is available to current pool members with either a physical or developmental disability, who would like to access a town pool with either a respite worker or community habilitation provider.

The Pool Access Pass is available by application in the Parks & Rec office and allows a respite worker or community habilitation provider free pool entrance when attending with the pool member with special needs. Application will ask for documentation showing proof of disability dated within 1 year of application.

When going to the pool, the pool member should bring their own membership card along with the Access Pass for the worker. At the pool gate, *respite worker should also show an employee ID or other employment verification.*

Required documentation for application: A copy of ID issued by an authorized U.S. agency such as your driver's license, passport or state-issued ID **and** documentation that proves permanent disability such as:

- Statement by a licensed physician (Statement must include: that the individual has a PERMANENT [not necessarily 100%] disability, that it limits one or more aspects of their daily life, and the nature of those limitations.) *OR*
- Document issued by Federal agency such as the Veteran's Administration, Social Security Disability Income or Supplemental Security Income *OR*
- Document issued by a state agency such as a vocational rehabilitation agency

Please complete Special Needs Pool Access Pass Application and return with documentation attached to:

Town of Clifton Park
Office of Parks, Recreation and Community Affairs
ATTN: Pool Access Pass
1 Town Hall Plaza
Clifton Park, NY 12065

Questions? Please call Myla Kramer, Director of Parks, Recreation and Community Affairs at 518-371-6667 or email mkramer@cliftonpark.org

Town of Clifton Park
Special Needs Pool Access Pass Application
Please complete form and return with documentation attached.

Applicant Information					
First Name:		Last Name:		Date of Birth:	
Street Address:					
Town:		State		Zip Code	
Pool Membership at: Barney Road Locust Lane Country Knolls					
Guardian Information (if under 18):					
First Name:		Last Name:			
Street Address:					
Town:		State		Zip Code	
Type of documentation attached:					
<p>I authorize the release of any pertinent medical information needed to process this application. I certify that the information provided is true to the best of my knowledge and believe and understand that any person who knowingly files a statement containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act.</p>					
<p>_____</p> Applicant/Parent/Legal Guardian Signature			<p>_____</p> Date		
<i>Parent or Legal Guardian must sign for applicants under 18 years of age.</i>					

Tom McCarthy

From: Phil Barrett <PBarrett@cliftonpark.org>
Sent: Friday, June 10, 2022 1:53 PM
To: Tom McCarthy
Subject: FW: Town Pool Policy

Some more information on this topic. I would like to approve this. Glenn on board.

Phil Barrett
Clifton Park Town Supervisor

From: flanou@nycap.rr.com <flanou@nycap.rr.com>
Sent: Thursday, June 2, 2022 8:28 PM
To: Phil Barrett <PBarrett@cliftonpark.org>
Subject: RE: Town Pool Policy

Thanks so much for your reply, Mr. Barrett, as I greatly appreciate the consideration you're giving to this idea.

See responses below in blue, and please reach out if I can be of further assistance.

Cindy

From: Phil Barrett <PBarrett@cliftonpark.org>
Sent: Thursday, June 2, 2022 5:22 PM
To: flanou@nycap.rr.com
Subject: RE: Town Pool Policy

Good Afternoon,

I have had some internal discussions about this possibility and had a couple questions:

1. Based on the information you provided, the people accompanying the children would be professionals employed to provide services as opposed to family members? **Employed professionals. For us, they are employed through AIM services.**
2. Can you provide the names of organizations that provide the services?

This Link leads to the NYS OPWDD website which lists providers for Saratoga county

<https://providerdirectory.opwdd.ny.gov/ProviderService/DisplayProvResults?CoutieSeleted=SARA&ServicesSelected=RSCR%2CWVRS&ServicesSelectedName=Respite%20Services%2CWaiver%20Services>

Thank you.

Phil Barrett
Clifton Park Town Supervisor

From: flanou@nycap.rr.com <flanou@nycap.rr.com>
Sent: Wednesday, May 11, 2022 2:17 PM
To: Phil Barrett <PBarrett@cliftonpark.org>
Cc: Myla Kramer <MKramer@cliftonpark.org>
Subject: Town Pool Policy

Dear Mr. Barrett,

My name is Cindy Lanou. I've been a Clifton Park resident for 30 years, and I have a special needs daughter who, as always, can't wait for the pools to open this season.

I'm writing because I feel there needs to be consideration given to providing a pool pass to the respite/community habilitation providers of our special needs community when they're accompanying a special needs individual to the pool. These essential workers come from all over the Capital Region to provide much needed relief to families during the summer as well as to work with our special needs family members to develop a variety of important skills.

While we understand that these support personnel can buy a pool pass each day for a fee, it would be far more appropriate for the Town to develop a free pass for these individuals to use throughout the season as needed. Verification of their employment with the various Medicaid agencies in the surrounding area would be a reasonable request for them to fulfill as part of their pass application so as to ensure that these respite/community habilitation employees are legitimate and so that the system isn't abused. In addition, their pass could be a different color than the standard season pass or could be the same color but include a symbol that would distinguish it as a support pass so as to prevent support personnel from showing up to use the pool without the special needs employee whom they should be serving.

Regal Cinemas allow these employees to accompany our family members to the movies free of charge as do quite a few other businesses in this community. In this age of inclusion and diversity, we hope you understand the importance of the Town of Clifton Park becoming a leader in this type of support.

I look forward to hearing from you in this regard.

Thanks,

Cindy

Tom McCarthy

From: Phil Barrett <PBarrett@cliftonpark.org>
Sent: Thursday, June 2, 2022 5:23 PM
To: Tom McCarthy
Subject: FW: Town Pool Policy

Phil Barrett
Clifton Park Town Supervisor

From: flanou@nycap.rr.com <flanou@nycap.rr.com>
Sent: Wednesday, May 11, 2022 2:17 PM
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Thanks,

Cindy

Meg Springli

From: Tom McCarthy <TMcCarthy@cliftonpark.org>
Sent: Wednesday, June 15, 2022 3:17 PM
To: Meg Springli
Subject: FW: Town Pool Policy
Attachments: NYS State Parks Access Pass.pdf; National Park Access Pass.pdf

This is additional backup for the resolution re pool access passes for caregivers.

From: Myla Kramer <MKramer@cliftonpark.org>
Sent: Wednesday, June 15, 2022 2:52 PM
To: Tom McCarthy <TMcCarthy@cliftonpark.org>
Subject: RE: Town Pool Policy

Regards,
Myla

Myla E. Kramer, M.S.W., Director
Office of Parks, Recreation and Community Affairs
518-371-6667 www.cliftonpark.org

From: Tom McCarthy TMcCarthy@cliftonpark.org
Sent: Wednesday, June 15, 2022 12:13 PM
To: Myla Kramer <MKramer@cliftonpark.org>
Subject: FW: Town Pool Policy

From: Phil Barrett <PBarrett@cliftonpark.org>
Sent: Friday, June 10, 2022 1:53 PM
To: Tom McCarthy <TMcCarthy@cliftonpark.org>
Subject: FW: Town Pool Policy

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Cindy

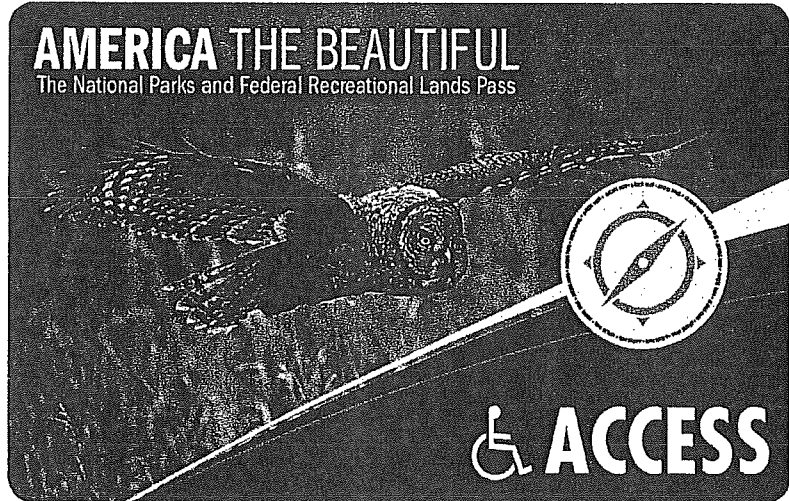
Accessibility

[NPS.gov](#) / [Home](#) / [Plan Your Visit](#) / [Access Pass](#)

National Park Access Pass

The Access Pass, part of the America the Beautiful – National Parks and Federal Recreational Lands Pass Series, is available free for US citizens or permanent residents with permanent disabilities. The Access Pass may be issued to U.S. citizens or permanent residents of any age that have been medically determined to have a **permanent disability** (does not have to be a 100% disability) that severely limits one or more major life activities. Applicants must provide documentation of permanent disability and residency or citizenship.

The pass may be obtained in person at a federal recreation site or through the mail using an application form. (Note: While the pass itself is free, the cost of obtaining an Access Pass through the mail is \$10 for processing the application.) Read more about the Access Pass, and other passes, below. Please note that passes are not available at all national parks; see a [list of all federal recreation sites \(PDF\)](#), including national parks, where the passes are issued.



National Park Access Pass

U.S. citizens or permanent residents of the United States that have been medically determined to have a permanent disability (does not have to be a 100% disability) may get a free, lifetime pass that provides admittance to more than 2,000 recreation sites managed by five Federal agencies, including Lake Mead National Recreation Area. [Access Passes are available online.](#)

Required documentation: A copy of ID issued by an authorized U.S. agency such as your driver's license, passport or state-issued ID and documentation that proves permanent disability such as:

- Statement by a licensed physician (Statement must include: that the individual has a PERMANENT disability, that it limits one or more aspects of their daily life, and the nature of those limitations.)
- Document issued by Federal agency such as the Veteran's Administration, Social Security Disability Income or Supplemental Security Income
- Document issued by a state agency such as a vocational rehabilitation agency

[Frequently asked questions about the Access Pass](#)

Last updated: October 28, 2021

Was this page helpful?

Frequently Asked Questions - Recreational Passes

General Information

Annual Pass

Senior Pass

Access Pass

Overview of the Access Pass

- **Are Golden Access Passports still valid? (/node/145)**
Golden Age Passports are valid for a lifetime however, if they physically wear out you will need to obtain a replacement Access Pass with proper identification.
- **Can my permanently disabled child get an Access Pass? (/node/146)**
Yes. There is not an age requirement for this pass.
- **Where can I use my Access Pass? (/node/148)**
Please contact a site directly if you have a question about pass acceptance and fees.

The Forest Service, the National Park Service, Fish and Wildlife Service, Bureau of Land Management, USACE, and Bureau of Reclamation honor the Access Pass at sites where Entrance or Standard Amenity Fees (/faq#Definitions) (Day use fees) are charged.

In addition, the Tennessee Valley Authority may honor the Access Pass for entrance or camping discounts.

- Bureau of Land Management <http://www.blm.gov> (<http://www.blm.gov/>)
- Bureau of Reclamation <http://www.usbr.gov> (<http://www.usbr.gov/>)
- Fish and Wildlife Service <http://www.fws.gov> (<http://www.fws.gov/>)
- USDA Forest Service <http://www.fs.fed.us> (<http://www.fs.fed.us/>)
- National Park Service <http://www.nps.gov> (<http://www.nps.gov/>)
- US Corps of Engineers <http://www.usace.army.mil> (<http://www.usace.army.mil/>)
- **Where can I get an Access Pass? (/node/138)**
You can obtain an Access Pass on store.usgs.gov/access-pass (/access-pass) by uploading an ID and documentation of permanent disability and paying the processing fee of \$10. Please upload identification that indicates that you are a citizen or permanent resident, such as a driver's license, passport, green card, or birth certificate. **The ID needs to be in the name of the person obtaining the pass, not a parent in the case of a child.**

You can also obtain an Access Pass **in person, with proper documentation**, from a participating Federal recreation site or office. See Site Locations (/s3fs-public/PassissuanceList.pdf) that issue the Access Pass.

Access Passes may be obtained via mail order from USGS. Mail-order applicants for the Access Pass must submit a completed **paper application** (/s3fs-public/access_pass_application.pdf), proof of residency and documentation of permanent disability (does not have to be 100% disability), and pay the document processing fee of \$10 to obtain a pass through the mail. Once the application package is received, the documentation will be verified and a pass, with the pass owner's name pre-printed on it, will be issued to the applicant.

Access Pass applications are usually processed and shipped within 5 business days from the day they arrive at USGS. Transit time varies, and is dependent upon the service selected:

- USPS - typically 5-10 business days
- FedEx Ground - typically 3-5 business days
- FedEx 2nd day - typically 2 business days
- FedEx Overnight - typically 1 business day

• **What is the Access Pass? (/node/140)**

A free, lifetime pass - available to U.S. citizens or permanent residents of the United States that have been medically determined to have a **permanent disability** (does not have to be a 100% disability) - that provides admittance to more than 2,000 recreation sites managed by five Federal agencies.

At many sites the Access Pass provides the pass owner (/faq#Definitions) a discount on Expanded Amenity Fees (/faq#Definitions) (such as camping, swimming, boat launching, and guided tours).

See Access Pass Benefits (/access-pass) section.

• **Who qualifies for the Access Pass? (/node/141)**

The Access Pass may be issued to U.S. citizens or permanent residents of any age that have been medically determined to have a **permanent disability** (does not have to be a 100% disability) that severely limits one or more major life activities.

A **permanent disability** is a permanent physical, mental, or sensory impairment that substantially limits one or more major life activities, such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

• **If I am partially disabled do I qualify for the Access Pass? (/node/143)**

The disability requirements for the Access Pass are not based on percentage of disability. To qualify for the Pass the disability must be permanent and limit one or more major life activities.

• **How do I prove I'm permanently disabled? (/node/144)**

Some examples of acceptable documentation include:

- Statement by a licensed physician (**Statement must include: that the individual has a PERMANENT disability, that it limits one or more aspects of their daily life, and the nature of those limitations.**);
- Document issued by Federal agency such as the Veteran's Administration, Social Security Disability Income, or Supplemental Security Income;
- Document issued by a State agency such as a vocational rehabilitation agency.

Some examples of documentation that is accepted and not accepted:

Example:



ACCEPTED

Notice of Award (SSDI) (/s3fs-public/letter_ssdiaward.jpg)

Example:



ACCEPTED

Summary of Benefits (VA) (/s3fs-public/letter_vabenefitssummary.jpg)

Example:



ACCEPTED

Award Letter (VA) (/s3fs-public/letter_vaaward.jpg)

**** Letter must denominate any disability percentage ****

Example:



NOT ACCEPTED

Notice of Benefit Increase (SSDI) (/s3fs-public/letter_ssibenefitincrease.jpg)

Example:



NOT ACCEPTED

Handicap Placard/Application

Access Pass Use

- **Who is admitted with an Access Pass? (/node/149)**
The Access Pass admits pass owner/s (/faq#Definitions) and passengers in a non-commercial vehicle (/faq#Definitions) at per-vehicle fee areas and pass owner (/faq#Definitions) + 3 adults, not to exceed 4 adults, where per-person fees are charged. (Children under 16 are always admitted free.)
Note: Photo identification will be requested to verify pass ownership.
- **If I have more than four people in my car, how many passes do I need? (/node/151)**

- One pass covers the vehicle at sites that charge "per vehicle".
 - At "per person" sites, the applicable fee will be charged for each additional person.
- My family is traveling in two cars; will one Access Pass let all of us into the site? (/node/152)
No. Only the vehicle with the pass owner (/faq#Definitions) is covered. The second vehicle is subject to an entrance fee (/faq#Definitions), or must have (or buy) a second pass.
- What about motorcycle drivers who have an Access Pass? (/node/154)
An Access Pass permits entrance for one motorcycle.
- What if I forgot to bring my Access Pass? (/node/155)
You will be required to pay the applicable Entrance or Standard Amenity Fee(s). (/faq#Definitions)
- What if my Access Pass is lost, stolen or damaged? (/node/157)
 - If lost or stolen, you'll need to apply for another one.
 - If damaged, it can be replaced as long as a portion of the pass is identifiable and you show proper identification.
- How do I show my pass at a site that doesn't have an entrance station? (/node/158)
At Federal recreation sites that don't have entrance stations you need to display your pass or show proof of pass ownership to compliance officers via one of the two following methods:

HANGTAGS

A pass can either be displayed on your rearview mirror using a free hangtag or on your dashboard with the signature side showing. Remember, the hangtag itself is only a way to display your Pass, and is not valid for entry unless it holds a valid Pass.

DECALS

If you own an open-topped vehicle (jeep, motorcycle, etc.) you may obtain a free decal to attach to your vehicle that will serve as proof of payment at sites that don't have a staffed entrance station.

- Decals are issued on annual basis, even for owners of lifetime Senior/Access passes
 - Decals are NOT valid for entry at staffed entrance sites - you MUST show your pass
 - Decals must be obtained in person and you must show the following: your Pass, driver's license and vehicle registration. The name on all three documents must match.
 - All sites that issue passes issue free hangtags
- Can I use my Access Pass at state parks or local city/county recreation sites? (/node/160)
No. The Access Pass is valid only at participating Federal recreation sites. Visit <http://www.recreation.gov> (<http://www.recreation.gov/>) for information about Federal recreation sites.

Access Pass Benefits

- In addition to free entry, does the Access Pass include any discounts at Federal Recreation sites? (/node/161)
At many sites the Access Pass provides the pass owner (/faq#Definitions) a discount on Expanded Amenity Fees (/faq#Definitions) (such as camping, swimming, boat launching, and guided tours).
- What are the discount guidelines? (/node/163)
The pass program is managed by five Federal agencies that operate under different regulations and have different fees. Therefore, the discount program for the Access Pass is not handled in the same way on all Federal recreation lands.

In general discounts are honored as follows:

- **Individual Campsites:** The discount only applies to the fee for the campsite physically occupied by the pass owner (/faq#Definitions), not to any additional campsite(s) occupied by members of the pass owner's (/faq#Definitions) party.
 - **Campsites with Utility Hookups:** If utility fees are charged separately, there is no discount. The discount may apply if the utility fee is combined (seamless) with the campsite fee.
 - **Group Campsites and Facilities (Including, but not limited to, group facilities, picnic areas or pavilions):** There is no discount for group campsites and other group facilities that charge a flat fee. If the group campsite has a per person fee rate, only the pass owner (/faq#Definitions) receives a discount; others using the site pay the full fee.
 - **Guided Tours:** The pass offers discounts on some guided tours. Only the pass owner (/faq#Definitions) receives a discount if one is offered.
 - **Transportation Systems: (Inquire Locally)**
 - **Concessionaire Fees (/faq#Definitions): (Inquire Locally)**
 - **Special Use Permit Fees (/faq#Definitions): (Inquire Locally)**
- Does my Access Pass provide any discounts at Cooperating Association bookstores or gift shops that are located in the Federal Recreation sites? (/node/165)
No. The Access Pass does not cover discounts in on-site bookstores or gift stores.

Military Pass



What is the Individual Access Pass?

The Individual Access Pass permits a resident of New York State with a disability, as defined in the attached application, free or discounted use of parks, historic sites, and recreational facilities operated by the New York State Office of Parks, Recreation and Historic Preservation and the New York State Department of Environmental Conservation. For a description of these facilities visit www.parks.ny.gov and www.dec.ny.gov.

The pass holder may have free or discounted use of facilities operated by these offices, for which there is normally a charge — for example, parking, camping, greens fees, swimming.

The Individual Access Pass is not valid for waiver of fees such as those for seasonal marina dockage, group camp or cottage rental, performing arts programs, consumables (i.e. firewood, electric, or gas), campsite/cabin amenities, reservations and registrations as well as some services or locations operated by an outside concessionaire.

Access Pass qualifications and requirements are described within the application.

The Access Pass includes an expiration date. It is the responsibility of the pass holder to reapply in order to obtain a new pass. There is no renewal process.

The Office of Parks, Recreation and Historic Preservation is authorized to collect this information by Section 3.09 of the Parks, Recreation and Historic Preservation Law. It will be used to determine your eligibility and to process your application. If the information you provide is not complete, it will not be possible to process your application. The information will be maintained by the Regional Programs and Services Bureau, State Parks, Albany, NY 12238. 518-474-2324, TTY/TDD through 711 Relay Service. The information may also be used to contact you about this and other programs of the New York State Office of Parks, Recreation and Historic Preservation.

To ensure that your application can be approved for processing please be sure that all of the items below are included when submitting your application.

PART 1

- ✓ Complete the Applicant Information (Part A)
- ✓ Include a copy of the applicant's NYS Driver's License or Non-Driver ID card. For applicants under age 18, provide parent or legal guardian's ID (Part B)
- ✓ Attach a photo of the applicant — only required for applicants under the age of 18 (Part C)
- ✓ Sign and Date the Authorization and Certification (Part D)

PART 2

- ✓ Based on your disability, applicant must complete Part A **OR** be sure to have your physician complete Part B with Signature/Date/Physician's Stamp

• This application cannot be processed on site at any location.

Email this application, enclosing all required materials to:

Accesspass@parks.ny.gov

Or Mail to:

**Access Pass
New York State Parks
Albany, NY 12238**

Please allow 2 - 4 weeks for processing of this application

For questions contact our office during regular business hours.

518-474-2324

TTY/TDD through 711 Relay Service

**ACCESS PASS
NEW YORK STATE PARKS
ALBANY, NEW YORK 12238**

Printed on recycled paper

PART ONE: Personal Information APPLICANT MUST COMPLETE SECTIONS A THROUGH D

A. APPLICANT INFORMATION

Birth Date
 Month Day Year

Last 4 Digits of Social Security No.

Office Use Only

Disability Code _____ *Certification Verification:*

Approved By _____ 1 2 3 4 5

Denial Code (s) _____

Denied By _____ *Notes:*

First Name

Street Address

Mailing Address (if different than street address)

Telephone Number

Last Name

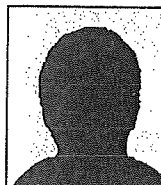
City or Town State Zip Code

City or Town State Zip Code

B. RESIDENCY REQUIREMENT

Applicant must provide a copy of one of the following which must be in the name of the applicant or, in the case of a minor, in the name of the parent or legal guardian.

- A copy of a currently valid New York State Driver License or Non-Driver Identification card (do not send original).
- OR
- A New York State tax return (IT 203 or IT 150) for the current, or if not yet filed, the preceding tax year (financial information may be hidden).



C. PHOTO (Only required for those under 18 years of age)

TAPE a current photo of the applicant; full-face view, passport size (2" x 2") with the name written on the back. Do NOT staple, glue, paperclip, or place tape on the front of the photo. Digital photos may be used but photocopies of photos cannot be accepted.

**This photo will be affixed to your pass.*

D. AUTHORIZATION & CERTIFICATION

I authorize the release of any pertinent medical information needed to process this application. I certify that the information provided is true to the best of my knowledge and believe and understand that any person who knowingly files a statement containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act. **ANY FALSE STATEMENT MADE HEREIN IS PUNISHABLE AS A CLASS "A" MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW.**

Applicant/Parent/Legal Guardian Signature _____ Date _____
 Parent or Legal Guardian must sign for applicants under 18 years of age

PART TWO: Certification APPLICANT MUST COMPLETE SECTION A OR PHYSICIAN MUST COMPLETE SECTION B

PLEASE NOTE: The following are **NOT** acceptable proofs of disability:

- New York State Handicapped Parking Permit
- Medicare or Medicaid Card
- Social Security Statement
- Veterans Administration medical treatment card

Certifications from the following are **NOT** acceptable proofs of disability:

- New York State Employees Retirement System
- New York State Workers Compensation Board
- Insurance Company

A. ORGANIZATION CERTIFICATION: Attach certification of one of the following issued within ONE YEAR of this application's date.

- BL Person who is blind:** Certification from the New York State Commission for the Blind and Visually Handicapped that the applicant has a central visual acuity of 20/200 or less or limitation in the field of vision such that the widest diameter of the visual field subtends an angle no greater than twenty degrees in the better eye with the use of a correcting lens.
- VA Veteran who has a disability:** Certification from the United States Veterans Administration or the New York State Division of Veterans Affairs that the applicant is a veteran of the wars of the United States with a 40% or greater service connected disability as certified by the United States Veterans Administration, or who has at any time been awarded by the Federal

government an allowance towards the purchase of an automobile or who is eligible for such an award. **Individual will receive Lifetime Liberty Access Pass.*

- DD Person who has a developmental disability:** Certification from the New York State Office for People with Developmental Disabilities that the applicant is eligible to receive services from a program they license, operate, certify or fund.
- MH Person who has a mental disability:** Certification from the New York State Office of Mental Health that the applicant is receiving services from a program they license, operate, certify or fund.

B. PHYSICIAN CERTIFICATION: To be completed by the physician only if the Organization Certification in Section A is not provided. **Physician must select** the applicable statement(s) and complete certification below within 6 months of the application date. A disabling condition is acceptable only if it causes one of the functional limitations listed below. **Handwriting other or additional conditions will not be accepted.*

AM Person who has an amputated arm or leg: has a fully or partially amputated or congenitally absent arm or leg, excluding the extremities of the hands (fingers) and feet (toes).

DF Person who is deaf: has profound hearing loss causing the person to primarily rely on visual communications (sign language, lip reading, gestures) and assistive technology.

BL Person who is blind: has a central visual acuity of 20/200 or less or limitation in the field of vision such that the widest diameter of the visual field subtends an angle no greater than twenty degrees in the better eye with the use of a correcting lens.

WC Person who is non-ambulatory: has a permanent disability which prevents them from being able to walk and therefore requires the use of a wheelchair at all times.

PHYSICIAN'S INFORMATION

First Name Last Name SUFFIX

Street Address Telephone Number

City or Town State Zip Code License Number

I certify the following: the applicant is disabled as indicated by my selection of the applicable qualification; I am currently licensed and practicing in New York State; the above information is true to the best of my knowledge; I believe and understand that any person who knowingly files a statement containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act. **ANY FALSE STATEMENT MADE HEREIN IS PUNISHABLE AS A CLASS "A" MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW.**

Physician's Signature: _____ Date: _____ Physician's Stamp:

Resolution No. _____ of 2022, a resolution accepting an anonymous donation for the purchase of two 10 x 12 gazebos for the Bocci Courts at the Clifton Park Senior Community Center

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

WHEREAS, an anonymous donor has offered a donation of two 10 x 12 cedar gazebos in the same style and brand as another shade pavillion at the Senior Community Center, and

WHEREAS, the Town Board wishes to accept the donation from the donor to acquire two gazebos to be installed at either end of the Bocci Court; now, therefore, be it

RESOLVED, that the Director of the Senior Community Center is authorized to accept two 10x12 cedar gazebos for use at the center; and be it further

RESOLVED, that the entire Town Board thanks our anonymous donor for their generous and thoughtful contribution.

Meg Springli

From: Tom McCarthy <TMcCarthy@cliftonpark.org>
Sent: Monday, June 13, 2022 2:40 PM
To: Meg Springli
Subject: FW: Donation letter for 2 pavilions to the senior center
Attachments: DOC061322.pdf

Prepare for this as well.

-----Original Message-----

From: Phil Barrett <PBarrett@cliftonpark.org>
Sent: Monday, June 13, 2022 2:31 PM
To: Tom McCarthy <TMcCarthy@cliftonpark.org>; Mark Heggen <mheggen@cliftonpark.org>
Subject: FW: Donation letter for 2 pavilions to the senior center

We had something in place to provide cover but it didn't work out so this gentleman would like to make a donation. I will check with Dan on the procurement of pricing. When we have the pricing we can pass a resolution accepting the donation. I assume this will be the process? He wants to remain anonymous so hopefully we can do that. Nice of him to make the donation.

Phil Barrett
Clifton Park Town Supervisor

-----Original Message-----

From: Susan Leonard <sleonard@cliftonpark.org>
Sent: Monday, June 13, 2022 10:37 AM
To: Phil Barrett <PBarrett@cliftonpark.org>
Subject: Donation letter for 2 pavilions to the senior center

Good morning, Phil

Attached is a letter of intent and a picture of the pavilion from Home Depot. This is the same brand as the one we have but a little smaller.

Just a few questions...

-Do I do a resolution to accept the donation?

-Do we get the check now before the board meeting, Or do we wait until after the board has agreed to accept the donation?

-If we ask him to buy it he can use his credit card. We're guaranteed the price and that they still have them available. If we wait, they may be out of stock. Just a thought.

Thank you

Susan Leonard, Director
Clifton Park Senior Center
6 Clifton Common Court
Clifton Park, NY 12065
O 518-383-1343

C 518-888-6051

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fcliftonpark.org%2fservices%2fsenior-services%2fsenior-center.html&c=E,1,tl99JgYgSch55Y2NftYudtognUy1A3CmpIPBXr0cYLmUmLxrYfgPhHldAJGXseNOdt3961oGkJIStpntq_YgjMRWbUOFFq7245sht4XmSjN679SL6Yc,&typo=1

To view our senior newsletter-

Click on the link above

Scroll down to the Big Button 'Newsletter'

Select the current month

-----Original Message-----

From: Clifton Park Senior Community Center <svcsscanner@cliftonpark.org>

Sent: Monday, June 13, 2022 9:47 AM

To: Susan Leonard <sleonard@cliftonpark.org>

Subject: Send data from MFP11809332 06/13/2022 09:47

Scanned from MFP11809332

Date:06/13/2022 09:47

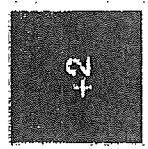
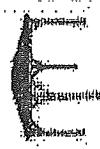
Pages:2

Resolution:200x200 DPI

Yardistry

10 ft. x 12 ft. Meridian Cedar Gazebo with weather and rust resistant Coffee Brown Aluminum Roof

★★★★★ (2) Questions & Answers (6)



+2

Hover Image to Zoom

Share Print

\$2309.00

\$385.00 /mo* suggested payments with 6 months* financing Apply Now

How to Get It Delivering to: 12065 | Change

Ship to Store
Pickup
Jun 16 - Jun 16
FREE

Ship to Home
Get it by
Thu, Jun 16
Standard Delivery

Scheduled Delivery
Not available for this item

We'll send up to 34 to Clifton Park for free pickup Change Store

- 1 +

Add to Cart

- 01 -

Buy now with **PayPal**

Home Depot

Feedback LIVE CHAT

← Back to Results Outdoor / Outdoor Shades / Gazebos / Wood Gazebos / SKU: TYD10021

Meridian 12 Ft. W x 10 Ft. D Solid Wood

Patio Gazebo

See More by Yardistry

★★★★ 5.0 1 Review

\$2,309.00 ~~\$2,559.99~~ 10% Off

\$129/mo. for 18 mos - Total \$2,309.00¹ with a [Wayfair credit card](#)

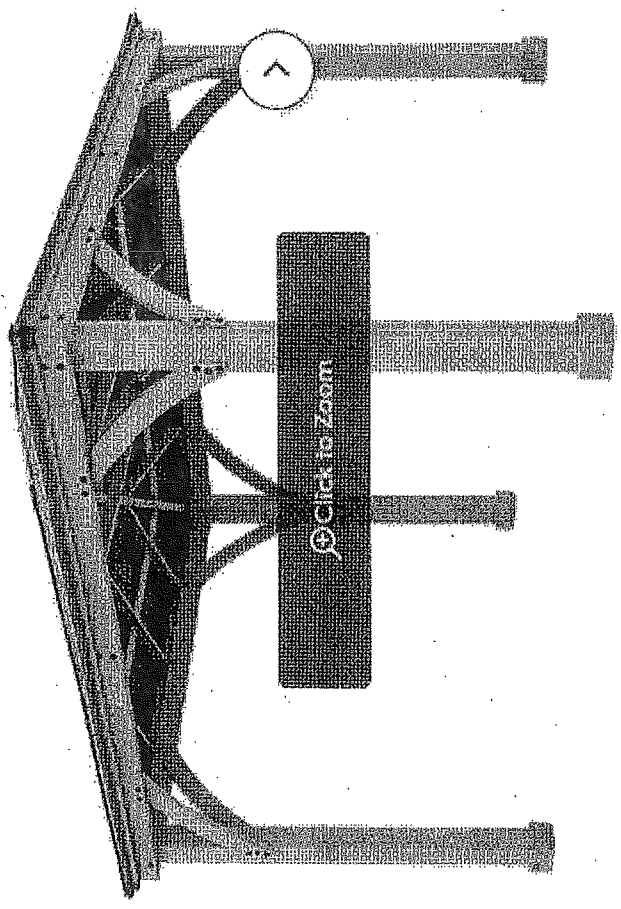
Free Shipping
Get it in 2-3 weeks

Ship To: [12065 - Clifton Park](#)

- 1 +

♡

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What We Offer

Expert Assembly for \$649.99
[How It Works](#)

Help

Product Overview

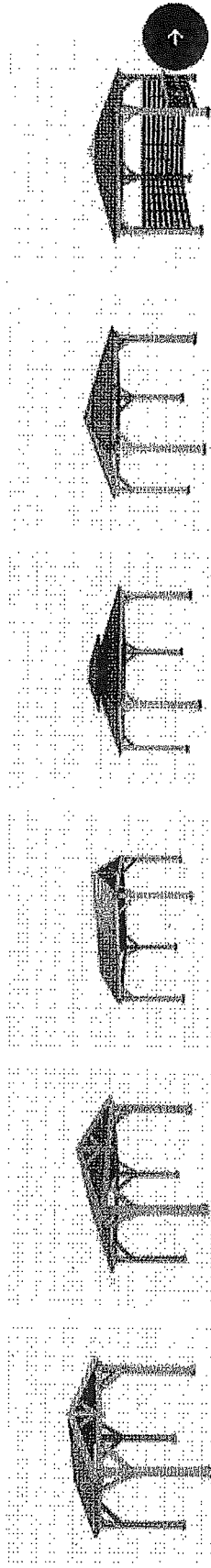
Yardistry 11.125-ft x 11.125-ft Meridian Wood Square Gazebo with Aluminum Roof

Item #3730552 Model #YM11769

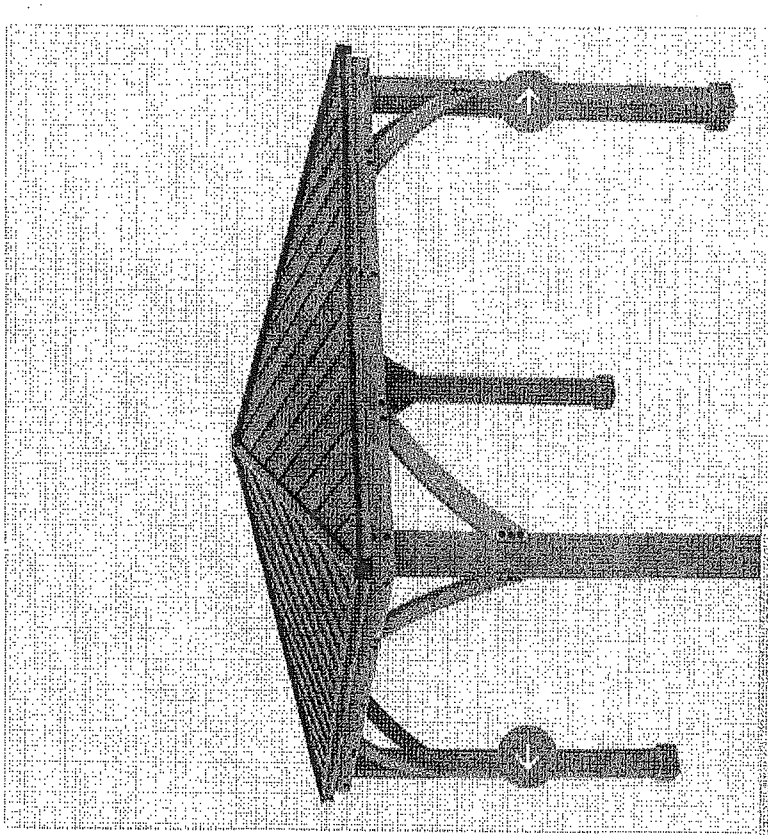
Shop Yardistry [View all items](#) 462

Lowes

Here are some similar items ...



Yardistry 9.92-ft 10-ft Natural Cedar Stain...	Yardistry 13-ft x 11-ft Natural Stain Wood...	Style Selections 10-ft x 12-ft Cedar Wood Fra...	Sunjoy 11-ft x 11-ft Brown Wood Square...	Sunjoy 11-ft x 11-ft Brown Wood Square...
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♡ \$2,559.00

\$2431.05 when you choose 5% savings on eligible purchases every day. [Learn how](#)

\$40/mo with 84 month financing. [Learn how](#)

- Built with 100% premium cedar lumber
- Pre-cut, pre-drilled, and pre-stained lumber with factory applied, environmentally friendly stain
- Stunning coffee brown aluminum roof

1 +

Minimum Qty of 1
Please Select in multiples of 1

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Questions?
Chat With an Expert

Start Chat

Feedback

Resolution No. _____ of 2022, a resolution accepting the bid from Gallo Construction Corporation for a water quality improvement project in the Clifton Park Center Road area.

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

WHEREAS, by Resolution 125 of 2022, the Town Board authorized Prime AE Engineering to solicit bids for a stormwater improvement project on Clifton Park Center Road, with current estimates for the project at \$287,500, and

WHEREAS, the Town has been awarded grant funding up to \$215,625 for the project, and

WHEREAS, the grant contract has been extended through September 30, 2022, to accommodate adjustments to the engineering scope, and

WHEREAS, bids were publicly opened on May 26, 2022, and Prime AE issued a letter recommending Gallo Construction Corp. as lowest bidder for the base bid in the amount of \$280,369; and

WHEREAS, the Supervisor recommends applying Federal ARPA funds to close the funding gap between the Grant Funding available, and the estimated cost for the currently scoped storm water infrastructure project, for the project, and the current cost of the project as scoped now, therefore, be it

RESOLVED, that the Town Board accepts the recommendation and awards the bid to Gallo Construction for a base bid amount not to exceed \$280,369 , and be it further

RESOLVED, that the comptroller is authorized to create a Capital Project Fund in the amount of \$305,729 for the project, and be it further

RESOLVED, that revenue in H64-3089 (NYS Revenue) is \$167,700 and in H64-4090 (Federal ARPA Funds) is \$137,429, for a total of \$305,429, and be it further

RESOLVED, that expenditures in H64-8540-135 (Capital Project – Drainage Repairs – Engineering) is \$24,760 and in H64-8540-200 (Capital Project – Drainage Repairs – Equipment) is \$208,369 for a total of \$305,429.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, June 14, 2022 3:25 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 06-21-2022 Planning
Attachments: 62a8e074840c2-Summary of Work.pdf; 62a8e074849ed-Project Plan.pdf; 62a8e07484fdb-Recommendation of Award.pdf; 62a8e074858da-Resolution 18 of 2015.pdf

An item has been submitted to the Resolution Request form for review.

Department: **Planning**
Your email: **sreese@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **P. Barrett**

Requested Meeting Date: **06-21-2022**

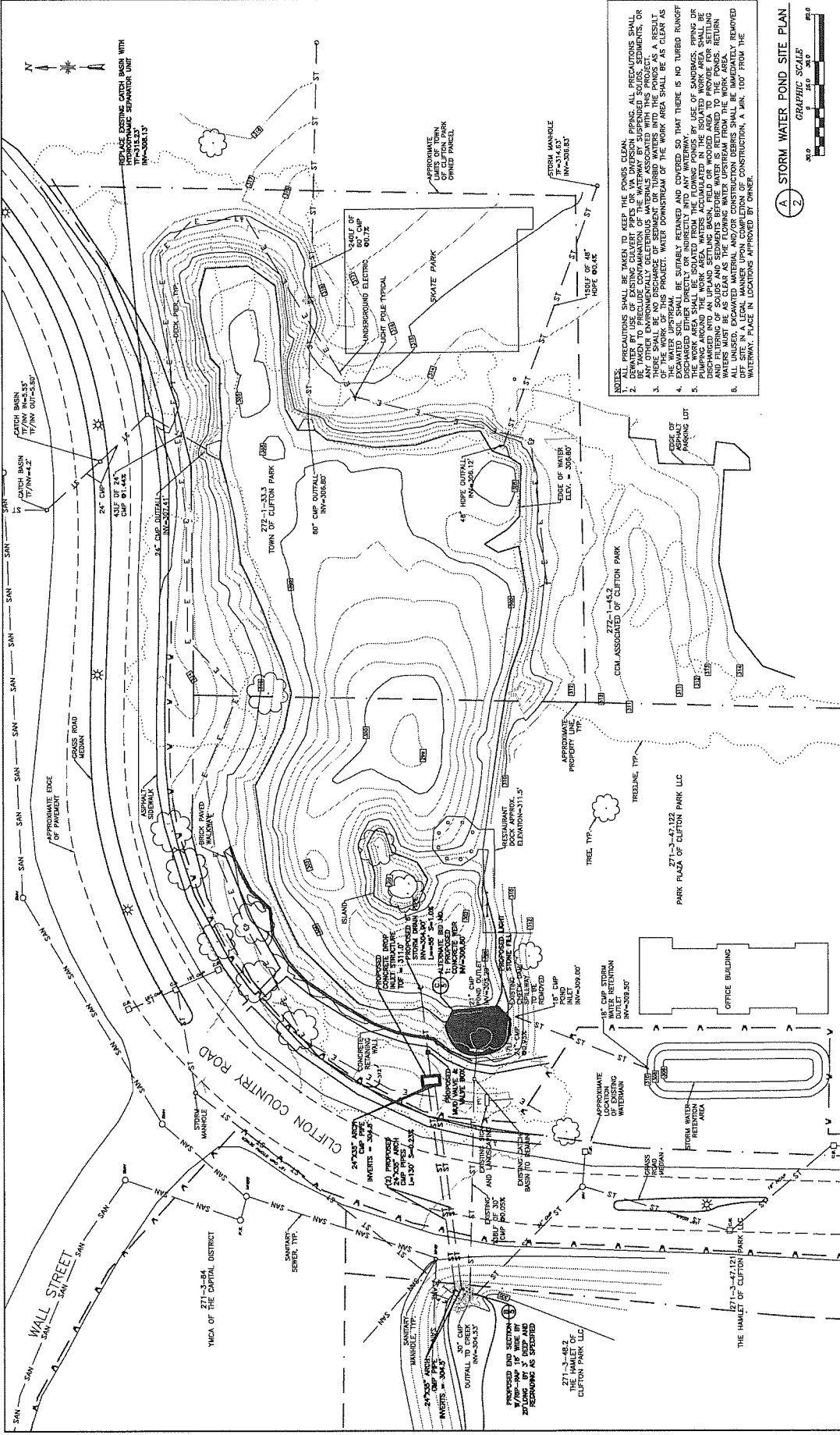
Brief Description: **The Clifton Park Center Drainage Improvement reimbursement grant under NYSDEC Water Quality Improvement Project Program has a low bidder for the base bid only is Gallo Construction Corp for \$280,369.**

Budget #: **H64-4090 & H64-8540-135**
Budget Description: **ARPA & Capital Project Drainage Repairs Engineering**
\$ Amount: **\$137,429 & \$24,760**

Additional Comments/Details: **The town also has a temporary construction easement to be executed with Park Plaza of Clifton Park LLC (Robert Phillips).
The town is not accepting the Alt Bid for this project.**

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:



NOTES:

1. PRECAUTIONS SHALL BE TAKEN TO KEEP THE PONDS CLEAN.
2. DRAINER BY USE OF EXISTING CHUTE PIPES OR VIA DIVERSION (PPING). ALL PRECAUTIONS SHALL BE TAKEN TO PREVENT THE DISCHARGE OF OILS, GREASES, PAINTS, SOLVENTS, OR ANY OTHER ENVIRONMENTALLY DEleterious MATERIALS ASSOCIATED WITH THIS PROJECT INTO THE WATER UPSTREAM.
3. THESE SHALL BE NO DISCHARGE OF SEWAGE OR OTHER POLLUTED WATER INTO THE POND AS CLEAN AS POSSIBLE.
4. THE WATER UPSTREAM BE CERTAINLY RELEASED AND CAPTURED SO THAT THERE IS NO TUBED RUNOFF DISCHARGED EITHER DIRECTLY OR INDIRECTLY INTO ANY WATERWAY.
5. THE WORK AREA SHALL BE ISOLATED FROM THE FLOWING PONDS BY USE OF SANDBAGS, PILING OR DISCHARGED INTO AN UPLAND SETTLING BASIN, FIELD OR WOODED AREA TO PROVIDE FOR SETTLING AND FILTERING OF SOLIDS AS THE FLOWING WATER UPSTREAM FROM THE WORK AREA.
6. ALL UNUSED, EXCAVATED MATERIAL AND/OR CONSTRUCTION DEBRIS SHALL BE IMMEDIATELY REMOVED OFF SITE IN A LEGAL MANNER OF CLOSED ENVIRONMENT CONSTRUCTION, A MIN. 100' FROM THE WATERWAY, TO BE IN A MANNER APPROVED BY OWNER.

STORM WATER POND SITE PLAN

SCALE: AS SHOWN

GRAPHIC SCALE: 1" = 100'

SHEET NO.:	2
FILE NO.:	04-91014-020
DATE:	MAY 2022

POND PROPOSED OUTLET IMPROVEMENTS

TOWN OF CLIFTON PARK
SARATOGA COUNTY

TOWN OF CLIFTON PARK
CLIFTON PARK CENTER DRAINAGE

100 Great Oaks Blvd | Suite 114 | Albany, New York 12203
Ph: 518.435.1774
www.cliftonpark.com

PRIMEC
A Division of Prime Engineering & Construction, Inc.

PROJ. ENGR.: JDT DRAWN BY: JDT CHECKED BY: ATB

NO.	DATE	REVISION	BY
01	12/2015	DESIGN	JDT
02	04/2017	REVIEW ISSUE	JDT
03	07/2019	BID ISSUE	BSK
04	12/2021	AGENCY REVIEW ISSUE	BSK
05	05/2022	BID ISSUE	BSK

Resolution No. 125 of 2022, a resolution authorizing Prime Engineering to publish bid documents for a water quality improvement project in the Clifton Park Center Road area.

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

WHEREAS, by Resolution No. 18 of 2015, the Town Board authorized Scott Reese, Storm Water Management Technician, to submit grant application documents to New York State Department of Environmental Conservation for a stormwater improvement project on Clifton Park Center Road, and

WHEREAS, the Town has been awarded grant funding up to \$215,625 for the project, and

WHEREAS, Mr. Reese has worked with Prime Engineering to re-scope and define the project consistent with the goals and standards of the State's Water Quality Improvement Grant Contract, with current estimates for the project at \$287,500, and

WHEREAS, the grant contract has been extended through September 30, 2022 to accommodate adjustments to the engineering scope, and

WHEREAS, the Town has received authorization from NYS DEC to solicit bids for the implementation of the project; now, therefore, be it

RESOLVED, that Prime Engineering is authorized to advertise for bids for the construction/implementation phase of the project, and be it further

RESOLVED, that the Town Board commits to the local match associated with grant funding for the project, and be it further

RESOLVED, that the authority delegated to Mr. Reese to process all documents associated with the project is re-approved.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

May 2, 2022

Teresa Brobston, Town Clerk



Albany Office
100 Great Oaks Boulevard | Suite 114 | Albany, New York 12203
P: 518.382.1774

June 7, 2022

Mr. Philip C. Barrett, Supervisor
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065

**Re: Town of Clifton Park
Clifton Park Center Drainage
Recommendation of Award
Our Project No. 04-9101g4**

Dear Supervisor Barrett:

Bids were publicly opened for the above referenced project on May 26, 2022, with the following results:

<u>Bid Rank</u>	<u>Contractor</u>	<u>Base Bid Amount</u>	<u>Alt. Bid Amount</u>
1.	Gallo Construction Corp.	\$280,369.00	\$98,477.00
2.	James H. Maloy, Inc.	\$378,000.00	\$148,000.00

The low bidder for the base bid only and base bid plus alternate work is Gallo Construction Corp. (Gallo) from Watervilet, NY. We have completed similar projects with Gallo in the past and have checked references, and they are qualified to perform the work for which they bid.

As you may be aware, this project is funded through a WQIP grant. The grant includes an amount of \$223,600 for construction. Therefore, we recommend that the Town award the base bid only. This will require the Town to cover the additional \$56,769 in construction costs.

We therefore recommend that the Town award the contract to Gallo Construction Corp. for the base bid only in the amount of \$280,369.00 (two hundred eighty thousand three hundred sixty-nine 00/100

Sincerely,

KB Group of NY, Inc. dba PRIME AE Group of NY

Brett S. Newberry, P.E.
Design Engineer

cc: Tom McCarthy, Town Attorney
Scott Reese, Town Stormwater Management Technician



**CP CENTER ROAD DRAINAGE IMPROVEMENT
 BID 5/26/22 @ 3PM**

Company Name	BASE BID General Construction	ALTERNATE 01 Concrete Weir
Gallo Construction	\$280,369	\$98,477
James H. Maloy, Inc.	\$378,000	\$148,000

TOWN OF CLIFTON PARK
CLIFTON PARK CENTER DRAINAGE

Business Fax No. (518) 273-0234

Business Email Address: kgallo@gallogc.com

State Contractor License No. NA (If applicable)

Employer's Tax ID No. 14-1454116

Phone and Fax Numbers, and Address for receipt of official communications, if different from Business contact information:

Gallo Construction Corp. P(518) 273-0234 F(518) 273-0245

50 Lincoln Ave. Watervliet, NY 12189

Bid submitted on 5/26/22, 20

**TOWN OF CLIFTON PARK
CLIFTON PARK CENTER DRAINAGE**

**SECTION 01010
SUMMARY OF WORK**

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings & general provisions of Contract, including General & Supplementary Conditions & General Requirement & Special Requirement Specification sections, apply to work of this section.

PROJECT/WORK IDENTIFICATION

Project Name is *Town of Clifton Park Clifton Park Center Drainage*, as shown on Contract Documents prepared by PRIME AE Group of NY, 100 Great Oaks Blvd Suite 114, Albany, NY 12203.

Contract Documents indicate work of Contract & related requirements & conditions that impact the project. Related requirements & conditions that are indicated on Contract Documents include, but are not necessarily limited to the following: Existing site conditions & restrictions on use of site.

Summary of Work: The proposed project involves drainage improvements in Clifton Park Center off Clifton Country Road; work includes hydrodynamic separator storm piping, mud valve & valve box, outlet structure, grading work, rip rap, paving work, and all restoration work. The project is located off Clifton Country Road in Clifton Park, New York. Work of this Contract, as defined in greater detail by other provisions of Contract Documents, is summarized as follows:

Clifton Park Center Drainage:

1. Comply with all NYS DEC Contract Requirements, including but not limited to, furnish and install project sign as per Exhibit 2.
2. Furnish and install all storm sewer system items including but not limited to bypass pumping, excavation, backfill, dewatering, storm sewer piping, mud valve & valve box, end sections, grading work, stone filling, and outlet structure, as shown on the contract documents and as specified.
3. Furnish and install hydrodynamic separator, as shown on the contract documents and as specified, including but not limited to excavation, disconnection of existing culvert pipes from existing catch basin, removal of existing catch basin, setting of new hydrodynamic separator structure, connection of existing culvert pipes to new structure including any necessary appurtenances, and backfill.
4. Furnish and install hot-mixed asphalt paving on the existing trench disturbance in existing pavement areas, including but not limited to all stabilization fabric, subbase material, surface preparation work, tack coat, sidewalk replacement, curb replacement, striping, and paving handwork as shown on the contract drawings and as specified.
5. Contractor's are responsible for contacting all utility companies and verifying locations and depths. Contractor shall protect all existing utilities encountered during construction. Any utilities damaged as part of this work shall be repaired by Contractor at no additional cost to the Owner, including relocation and/or protection of any water mains, storm sewers, utility poles, gas mains, etc. which interfere with the construction.
6. Complete landscaping/restoration work to areas disturbed by work of this contract as specified including all associated topsoil, seeding, and mulching as specified.
7. Provide maintenance and protection of traffic as necessary to perform work with due regard to safety and health of the

public. No road closures will be allowed during construction, only alternating traffic with flagman.

8. Provide temporary facilities as required to perform work under this contract.
9. Protection of environment, including erosion and runoff control and protection from deleterious materials resulting from this work.
10. Provide all necessary survey, stakeout, and layout required to perform work under this contract.
11. Provide quality control testing required for materials incorporated into this project.
12. There shall be no staging of equipment or materials on the restaurant property or parking lot on parcel 271-3-47.122 owned by Park Plaza of Clifton Park LLC as shown on the plans. Staging of equipment or materials will be allowed on the green space near the skate park on the eastern side of the pond owned by the Town of Clifton Park.
13. Coordinate with the restaurant owner to not block the parking lot entrance or impede operations of the restaurant.

Alternate Bid No. 1 – Concrete Weir:

1. Furnish and install concrete weir structure at the existing pond outfall, as shown on the drawings and specified.

EXTENT OF WORK

Definition of extent of Contract Work: Extent of work is indicated in Contract Documents. Local custom & trade-union jurisdictional settlements do not control scope-of-work in this Contract. When a potential jurisdictional dispute or similar potential work interruption is first identified or threatened, affected parties of Contract shall promptly negotiate a reasonable settlement which will avoid or minimize such pending interruption & its delays or losses.

Summary by Reference: Work can be summarized by reference to Contract, General Conditions, Supplementary Conditions, Specification sections, Drawings, Addenda & Modifications to Contract Documents issued subsequent to initial printing of this Project Manual, & including but not necessarily limited to printed material referenced by any of these. It is recognized that work of Contract is unavoidably affected or influenced by governing regulations, natural phenomenon, including weather conditions & other forces outside contract documents.

In cases of discrepancy between Contract Drawings & Contract Specifications, interpretations shall be given preference in the following order:

1. Addenda (later dates take precedence).
2. Technical Specification
3. Supplementary Conditions
4. General Condition.
5. Contract Drawings (Schedules or Notes to take precedence over other data shown on aforesaid drawings.)

**TOWN OF CLIFTON PARK
CLIFTON PARK CENTER DRAINAGE**

CONTRACTOR'S USE OF PREMISES

General: CONTRACTOR shall limit use of premises to Work indicated, so as to allow for public access where appropriate.

Use of Site: Confine operations at site to areas permitted under Contract. Portions of site beyond areas on which work is indicated are not to be disturbed.

Do not unreasonably encumber site with materials or equipment.

Work accomplished under this Contract shall progress in such a manner as to keep any & all inconveniences to a minimum.

Construction work shall further be planned, scheduled & accomplished to minimize interruptions of municipal services and to both vehicular and pedestrian traffic in the project area.

OWNER Occupancy: Cooperate with OWNER during construction operations to minimize interruption of services to OWNER. Any interruption of service is to be planned, scheduled & approved by OWNER.

A detailed schedule will be required to be submitted within 48 hours of the bid opening by the apparent low bidder, that will show a detailed plan and schedule, including manpower equipment, and general approach for completing the work.

SPECIAL NOTICE TO BIDDERS

1. The Contractor shall not leave any open trenches or open excavations overnight. All open trenches and open excavations shall be backfilled by the end of each work day.
2. Contractor shall provide a copy of property owner release to Engineer for land used for spoil disposal and/or material and equipment storage areas, and/or field office trailer sites.
3. According to information provided, there are existing underground utilities in the project area. The approximate locations have been shown on the plan drawings, however, Contractor's are responsible for contacting all utility companies and verifying locations and depths. Contractor shall protect all existing utilities encountered during construction. Any utilities damaged as part of this work shall be repaired by Contractor at no additional cost to the Owner.
4. Contractor shall be responsible for obtaining insurance and bonds as required by the agencies having jurisdiction for work within the right-of-way. Cost of said insurance and bonds shall be included in the bid amount.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

Resolution No. 18 of 2015, a resolution authorizing the items listed below pursuant to the Bond Acts enacted in 1965, 1972 and 1996 and the Environmental Protection Fund, as well as federal grant awards available for such projects.

Introduced by Councilman Romano, who moved its adoption, seconded by Councilman Whalen.

WHEREAS, the Town of Clifton Park herein called the "Municipality", after thorough consideration of the various aspects of the problem and study of available data, has hereby determined that certain work, as described in its application and attachments, herein called the "Project", is desirable, is in the public interest, and is required in order to implement the Project; and

WHEREAS, the Environmental Conservation Law ("ECL") authorizes State assistance to Municipalities for water quality improvement projects by means of a contract and the Municipality deems it to be in the public interest and benefit under this law to enter into a contract therewith;

NOW, THEREFORE, BE IT RESOLVED BY the Clifton Park Town Board

1. That Scott Reese, Stormwater Management Technician or such person's successor in office, is the representative authorized to act in behalf of the Municipality's governing body in all matters related to State assistance under ECL Articles 17, 51 and 56 and/or any applicable federal grant provisions. The representative is also authorized to make application, execute the State Assistance Contract, submit Project documentation, and otherwise act for the Municipality's governing body in all matters related to the Project and to State assistance; and
2. That the Municipality agrees that it will fund its portion of the cost of the Project and that funds will be available to initiate the Project's field work within twelve (12) months of written approval of its application by the Department of Environmental Conservation; and
3. That one (1) certified copy of this Resolution be prepared and sent to the Albany office of the New York State Department of Environmental Conservation, and
4. That this Resolution take effect immediately.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

January 20, 2015


Patricia O'Donnell, Town Clerk

Resolution No. ____ of 2022, a resolution to authorize Environmental Design Partnership to perform construction administration and construction inspection services for the Town Center Park Phase I.

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

WHEREAS, by Resolution No. 25 of 2020, the Town Board adopted a master plan for the Town Center Park on land acquired from the Shenendehowa Central School District, and

WHEREAS, by Resolution No. 101 of 2021, the Town Board authorized Environmental Design Partnership (EDP) to perform design, planning and bid document preparation for Phase I of the Town Center Park Project, and

WHEREAS, the Town Board now wishes to engage an engineering and design consultant to conduct construction administration and construction inspections of the project, and

WHEREAS, EDP has submitted a proposal for the construction administration and inspection services of Phase I, and

WHEREAS, Supervisor Barrett recommends accepting the EDP proposal based upon their qualifications for the services to be rendered and upon recent successful experience with the Town Park project; now, therefore be it

RESOLVED, that the Supervisor is authorized to retain EDP per the attached scope of work, for construction administration and construction inspections of the Town Center Park Phase I improvements per the February 2020 Park Master Plan, in an amount not to exceed \$25,000, and be it further resolved that the comptroller is authorized to transfer \$25,000 from undesignated fund balance (A-00914) to offset costs associated with the proposal, and be it further

RESOLVED, that the funds be transferred to the Capital Projects fund, H60-1440-135 (Capital Projects – Town Center Park) and that all subsequent expenditures for engineering be accounted for in the Capital Projects Fund.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Friday, June 10, 2022 1:14 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 06-21-2022 Planning
Attachments: 62a37bd72c83d-2022-06-10_proposal CI CP TCP.pdf

Follow Up Flag: Follow up
Flag Status: Completed

An item has been submitted to the Resolution Request form for review.

Department: Planning
Your email: jviggiani@cliftonpark.org

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): P. Barrett

Requested Meeting Date: 06-21-2022

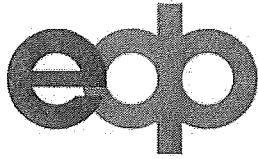
Brief Description: Town Board is requested to authorize a supplemental agreement for Construction Administration & Construction Inspection for the Town Center Park - Phase 1 Construction Phase for Environmental Design Partnership (EDP) the professional engineering services firm who completed the Phase I engineering services and plans, specifications and estimates for the construction project. Services are needed for construction oversight and inspection on the utilities infrastructure, driveway, parking areas, trail system, sidewalks and culvert/pedestrian crossing for this project per the attached proposal June 2022.

Budget #:
Budget Description: Supplemental Agreement - for Construction Inspection Services - Phase I Town Center Park Project
\$ Amount: \$25,000

Additional Comments/Details: The Town has retained EDP per TB Resolution 101 of 2021 (5/3/2021) to conduct the professional design services for the Phase I Town Center Park public access improvements per the Town Center Park Master Plan adopted by the Town in 2020. P.O. #2621-113.

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:



**ENVIRONMENTAL DESIGN
PARTNERSHIP, LLP.**

Shaping the physical environment

900 Route 146 Clifton Park, NY 12065
(P) 518.371.7621 edplp.com

June 10, 2022

Mr. John P. Scavo
Director of Planning
Town of Clifton Park
1 Town Hall Plaza
Clifton Park, NY 12065

Regarding: Proposal for Construction Inspection Services
Proposed Town Center Park Phase I
Maxwell Drive
Clifton Park, NY

Dear Mr. Scavo:

The Environmental Design Partnership, LLP (EDP) is pleased to provide you this proposal for construction administration, construction inspection and construction observations services associated with the initial phase (Phase I) of the proposed Town Center Park. EDP's project understanding and associated scope of services are included below.

PROJECT UNDERSTANDING

It is EDP's understanding that the Town of Clifton Park is requesting construction administration, construction inspection and construction observations services associated with the initial phase of the Town Center Park improvements. EDP understands the proposed Park will be constructed in phases and Phase I construction is underway and expected to achieve substantial completion by Labor Day 2022.

EDP proposes to complete the following scope of services.

SCOPE OF SERVICES

Task 1 – Construction Administration

EDP will assist the Town of Clifton Park with construction administration during construction. EDP will provide the following construction administration services:

- Response to contractor requests-for-information (RFIs) for site/civil elements of the project;
- Assist in the review of change orders for site/civil elements of the project;
- Assist in the interpretation of contract documents for site/civil elements of the project; and,
- Review of contractor shop drawings and submittals for site/civil elements of the project.
- Coordinate selections of Owner specified products such as park signs, benches, bike racks, etc
- Coordination and engineering of change order related to the relocation and change of scope for watermain installation.

Task 2 – Construction Inspection

EDP will conduct periodic inspections of construction progress. EDP will provide the following construction inspection services:

- Inspection and certification of wetlands crossing and culvert installation as required by the USACE Permit;
- Complete weekly SWPPP inspections;
- Complete periodic inspections of infrastructure installation and certifications shall be provided for all post stormwater management controls;
- Inspect installation of pavement areas including subbase, base material and asphalt.

Task 3 – Construction Observations

EDP will assist the Town of Clifton Park with construction observations during construction. EDP will provide the following construction observation services:

- Coordination of and changes to the clearing limits as needed to ensure preservation of substantial or aesthetically valuable trees;
- Weekly aerial photography of construction progress;
- Weekly photo logs of construction progress;

QUALIFICATIONS AND EXCLUSIONS

- Survey is excluded.
- Geotechnical engineering investigations are excluded.
- This proposal does not include “Full” time site construction observation services or survey stakeout associated with construction.
- Any certifications requested of The Environmental Design Partnership, LLP by the Owner or third parties will be qualified or otherwise limited to the scope of service by The Environmental Design Partnership, LLP. Certifications will be based upon both known facts and observations or professional opinion and in no case shall certifications constitute a guarantee or warranty.
- Electrical inspections are excluded
- Any work not specifically included in the Scope of Services is excluded.

Mr. John P. Scavo
June 10, 2022

ENVIRONMENTAL DESIGN PARTNERSHIP, LLP.
Shaping the physical environment

FEE

EDP proposes to complete the tasks listed above on an hourly basis in accordance with EDP's Charge-Out Rates in effect at the time services are rendered. A copy of our current rates is attached. For your planning and budgeting purposes, EDP recommends the following budgets, by location, be established for the tasks listed above:

<u>Project and Tasks</u>	<u>Budget</u>
<i>Task 1-3 Construction related services</i>	\$25,000

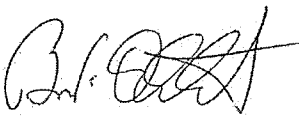
Billing statements will be mailed monthly for the percentage of work completed during the previous calendar month. Payment is requested within thirty (30) days of the billing date. A finance fee of 1.5 percent per month will be assessed on any balance not paid within thirty (30) days. Any disputed billings must be brought to the attention of EDP, in writing, within fourteen (14) days of the billing, otherwise it will be assumed that the billing statement is accurate and acceptable.

Phases will not be billed individually. The individual tasks within each phase will not be tracked and billed separately. EDP will assess a 15% handling charge to process subcontractor charges and their associated invoices. You may elect to retain the subcontractor directly to eliminate this charge. The fee for professional consulting services may be adjusted by deletions or additions to the scope of work at your request.

If this proposal for professional consulting services is acceptable, please sign and return one copy to our office at your earliest convenience. Please contact us at (518) 371-7621 if you have any questions or require any additional information. Thank you for your consideration and we look forward to working with you on this project.

Very truly yours,

The Environmental Design Partnership, LLP



Brian P. Osterhout, P.E.

C: Billing Rates

Authorization to Proceed (Client Signature)

Date

THE ENVIRONMENTAL DESIGN PARTNERSHIP, LLP.
HOURLY CHARGE-OUT RATES
AS OF
JANUARY 1, 2022

Partner, P.E., L.A., P.L.S.	\$170 to \$195 per hour
Associate, P.E., L.A., P.L.S.	\$100 to \$175 per hour
Project Engineer	\$90 to
Project Landscape Architect	\$150 per hour
Project Surveyor	
Technician	\$65 to
Assistant Design Professional	\$95 per hour
Environmental Resource Specialist	\$85 per hour
Survey Crew	\$160 to \$250 per hour
Survey Assistant	\$65 to \$95 per hour
Construction Inspection Services	\$85 to \$105 per hour
Secretarial/Bookkeeper	\$70 to \$80 per hour
Direct Costs:	
Aerial Photography Fee (drone)	\$400 per flight
Aerial Survey Photogrammetry Fee (drone)	(\$500 min)
First 10-100 acres	\$50 per acre
Next 1-100 acres	\$25 per acre
Additional acreage	\$12.50 per acre
LIDAR	x 1.5
GPS Zeno 20 Field Unit	\$65 per hour
Mileage	\$0.65 per mile
Large format print charges – Black and White	\$0.50 per sq ft
Color	\$1.50 per sq ft

Resolution No. 101 of 2021, a resolution to authorize Environmental Design Partnership to perform design and construction engineering services for the initial phase of public access improvements and implementation of the Town Center Park Master Plan.

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

WHEREAS, by Resolution No. 25 of 2020, the Town Board adopted a master plan for the Town Center Park on land acquired from the Shenendehowa Central School District, and

WHEREAS, the Town Board wishes to engage an engineering and design consultant to initiate design/planning for park access including parking, pedestrian access along Maxwell Drive, as well as a new trail connection and trail segment on Moe Road, Phase 1 archeological study and associated stormwater improvements, and

WHEREAS, Environmental Design Partnership has submitted a proposal for the first phase of the design for the initial access and stormwater improvements, as well as Phase I archeological studies, and the necessary bid documents for the work, and

WHEREAS, pursuant to the Procurement Policy #5 adopted at the organizational meeting of the Town Board on January 4, 2021, Supervisor Barrett recommends accepting the EDP proposal, based upon their qualifications for the services to be rendered and upon recent successful experience the town park projects; now, therefore, be it

RESOLVED, that the Supervisor is authorized to retain Environmental Design Partnership, per the attached scope of work, for design/planning and bid document preparation for the initial phase of development of the Town Center Park, per the February 2020 Park Master Plan, in an amount not to exceed \$75,000, and be it further

RESOLVED, that the Comptroller is authorized to transfer \$75,000 from A-00914 (Undesignated Fund Balance) to offset costs associated with the proposal.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

May 3, 2021

Teresa Brobston, Town Clerk

Resolution No. _____ of 2022, a resolution accepting a temporary construction Easement for a water quality improvement project in the Clifton Park Center Road area.

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

WHEREAS, by Resolution No. ____ of 2022, the Town Board awarded the bid for the construction phase of the water quality improvement project in the area of Clifton Park Center Road, and

WHEREAS, the project will require that the Town and it's Contractor, Gallo Construction, obtain access to lands of Park Plaza of Clifton Park, LLC, to complete the project, and

WHEREAS Park Plaza of Clifton Park, LLC, is willing to grant such access under certain terms and conditions, including the obligation of the town and it's contractors to restore the property to the condition that existed prior to construction, now therefore be it

RESOLVED, that the Supervisor is authorized to sign the attached temporary construction easement to facilitate the project.

R&R to: Town Attorney
One Town Hall Plaza
Clifton Park, New York 12065

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE made this 15th day of June, 2022

BETWEEN

Park Plaza of Clifton Park, LLC, with offices at 10 Maxwell Drive, Clifton Park, N.Y. (“Grantor”)

The Town of Clifton Park, a Municipal corporation with offices at One Town Hall Plaza, Clifton Park, N.Y. 12065 (“Grantee”),

WITNESSETH: that the Grantor, in consideration of One dollar lawful money of the United States, and other good and valuable consideration, paid by the party of the Grantee, does hereby grant and release unto the Grantee, its heirs, successors and/or assigns, forever, the following described temporary easement:

A TEMPORARY CONSTRUCTION EASEMENT in, on or over that piece or parcel of property situate in the Town of Clifton Park identified as 54/56/58 Clifton Country Road, in the Town of Clifton Park, and within the County of Saratoga, State of New York, more particularly identified as Map No 271.-3-47.122 as shown on Exhibit "A", attached hereto and made a part hereof (“Easement Premises”).

EXCLUSIONS AND RESTRICTIONS. Grantee shall not stage in the Parking lot to the onsite restaurant, nor interfere with access to the restaurant at any time. Primary staging areas will be on grassy areas to the North and West of the Pond area referred to below.

Said Temporary Easement to be exercised in, on and over a portion the lands identified above.

SUBJECT TO all covenants, conditions and restrictions of record affecting said premises.

SAID TEMPORARY CONSTRUCTION EASEMENT to be exercised for the purpose of drainage improvements to the Pond on said property, including the construction and placement of storm piping, mud valve & valve box, end sections, grading work, stone filling, concrete weir, outlet structure and all restoration work in furtherance of a water quality improvement project as identified in that certain project manual prepared by PRIME AE Group NY, 100 Great Oaks Boulevard, Albany, N.Y., and dated May 2022, as shown on Exhibit “B”.

SAID TEMPORARY CONSTRUCTION EASEMENT shall be exercisable for a term of 4 months commencing on June 1, 2022, and terminating on September 30, 2022 (“Term”), unless deemed no longer necessary for water quality improvements and released by the party of the second part prior to the expiration of the Term. Grantor will not unreasonably withhold consent to an extension

of the Term for purposes of restoration, or remediation for up to an additional six months if conditions warrant.

IT IS FURTHER AGREED AND UNDERSTOOD that the Grantee is required to restore the property of the Grantor that is disturbed during the project to its original condition.

IT IS FURTHER AGREED AND UNDERSTOOD that the Grantor and its successor and assigns shall not be liable for personal injury or property damage caused by the carelessness, negligence or conduct of party of the Grantee or any other person in the use of the Easement Premises in connection with this Easement. The Grantee agrees to defend, indemnify and hold harmless the Grantor, its successor's and assigns from any and all claims and damages, caused directly by, the existence of this Easement, the use and occupancy by the Grantee of the Easement Premises, or the acts of Grantee, its agents, employees, servants, contractors, invitees or any other persons under the direction and control of any of the foregoing.

IT IS FURTHER AGREED AND UNDERSTOOD, that this easement shall be transferable and assignable to Grantee's contractor following conclusion of competitive bidding scheduled for May 2022, and that Grantee will cause said contractor to purchase and maintain in effect during the term of this Easement a protective liability and property damage insurance policy from a reputable insurance company doing business in the State of New York, with coverage amounts agreeable to the Grantor, to cover the Easement Premises, designating party of the first part, its officers, employees, agents and servants as named or additional insured ("Contractor Policy"). The Grantee shall provide proof of Contractor Policy to the Grantor prior to the Grantee or its contractor accessing the Easement Premises. The Grantee shall furnish to the Grantor written notice of any change in, or cancellation of, coverage under the Contractor Policy at least thirty days prior to the effective date of such change or cancellation.

THIS request and permission shall be binding on the undersigned's heirs and assigns.

IN WITNESS WHEREOF, the Grantor hereunto caused this instrument to be signed and sealed the day and year first above written.

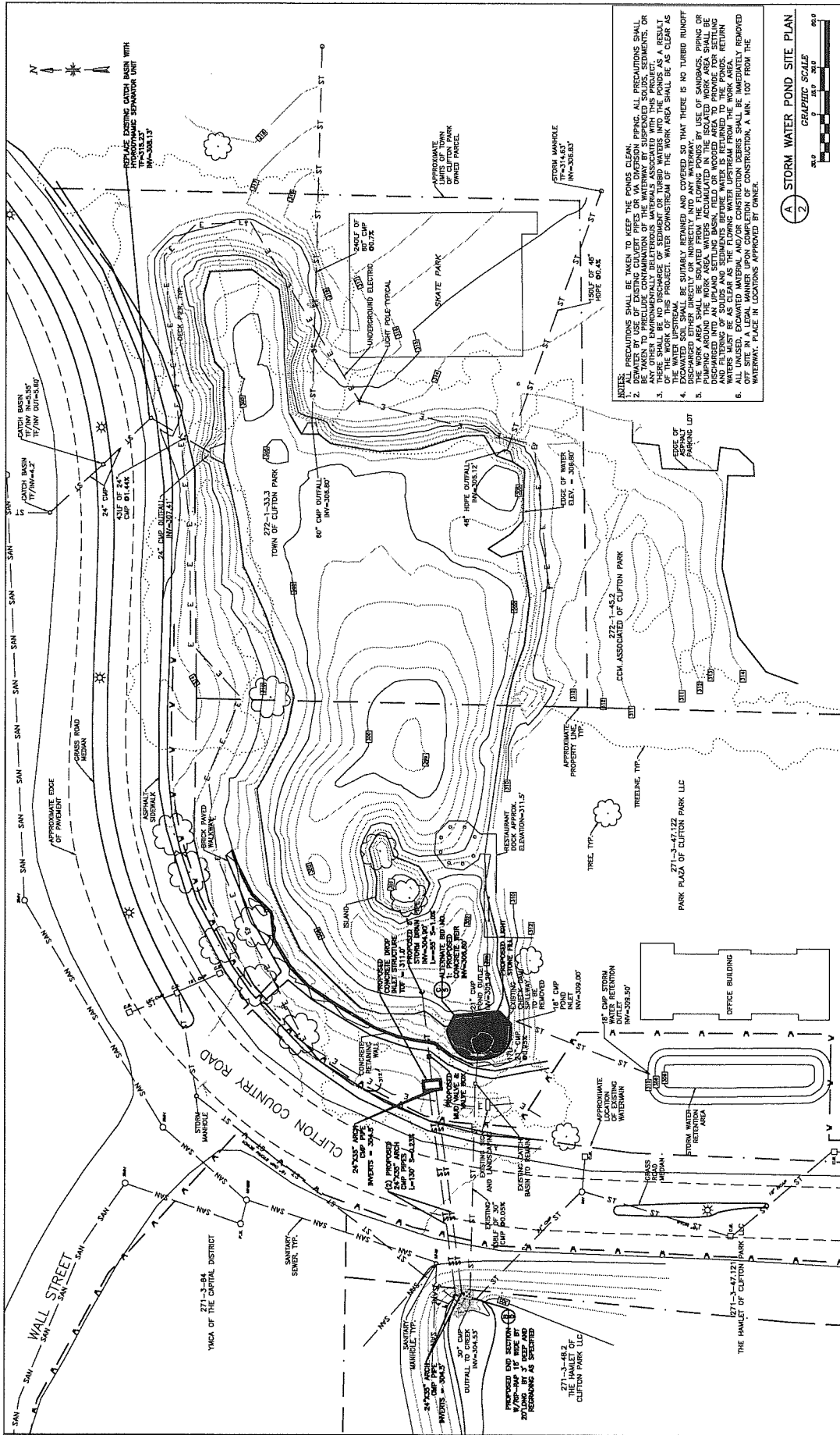
Park Plaza of Clifton Park, LLC

Robert Phillips, Member

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

On the 15th day of June in the year 202, before me, the undersigned, personally appeared Robert Phillips, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



A STORM WATER POND SITE PLAN

SCALE: AS SHOWN

FILE NO.: 04-910164-020

DATE: MAY 2022

SHEET NO.: 2

SHEET TITLE:

POND PROPOSED OUTLET IMPROVEMENTS

TOWN OF CLIFTON PARK
SARATOGA COUNTY

**TOWN OF CLIFTON PARK
CLIFTON PARK CENTER DRAINAGE**



PRIMEV
100 Great Oaks Blvd., Albany, NY 12243
Ph: 518 382 1774 Fax: 518 382 1776
www.primev.com

PROJ. ENGR.: JDT DRAWN BY: JDT CHECKED BY: ATB

NO.	DATE	REVISION	BY
00	12/2015	ORIGINAL ISSUE	JDT
01	01/2017	REVISION ISSUE	JDT
02	07/2017	REVISION ISSUE	JDT
03	12/2017	REVISION ISSUE	JDT
04	12/2021	AGENCY REVIEW ISSUE	BSK
05	05/2022	BID ISSUE	BSK

Stewart Title Insurance Company

Title No: T-SNBT-18-PARK PLAZA

Schedule A Description

ALL that tract, piece or parcel of land situate, lying and being in the Town of Clifton Park, Saratoga County, New York, bounded and described as follows:

BEGINNING at an iron rod in the southeast corner of the parcel of land herein described, same being also the southwest corner of lands now or formerly of Walter and Hazel Englemore and runs thence North 01 deg. 47 min. 43 sec. West along the west line of said lands of Englemore and through a water detention basin serving the Clifton Country Mall a distance of 675+/- feet to a point in the south line of the Clifton Country Road at a point where said road runs east to west; thence along the south side of said Clifton Country Road, South 87 deg. 13 min. 43 sec. West a distance of 25.86 feet to a point of curvature; thence still along the side of said Clifton Country Road on a curve to the left of radius 250.00 feet, tangent 254.29 feet, delta 90 deg. 58 min. 33 sec., chord 356.55 feet South 41 deg. 44 min. 26 sec. West a distance of 396.96 feet to a point; thence along the east side of said Clifton Country Road, South 03 deg. 44 min. 50 sec. East a distance of 420 feet to the north line of Clifton Park Center Road; running thence along the north line of said Clifton Park Center Road North 86 deg. 15 min. 10 sec. East a distance of 257.29 feet to the point or place of beginning and containing 3.825+/- acres of land be the same more or less.