

is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

**CUSTOMER REPRESENTATIONS; RELIANCE.** Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

**CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

**GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

**INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

**ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

**INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

**MISCELLANEOUS.** Cummins shall be an independent contractor under this Agreement.

All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement.

No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach.

Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern.

Cummins may incur additional charges which will be passed on to the Customer, as applicable.

**COMPLIANCE.** Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way,

and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR   60.1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Check if this Agreement pertains to government work or facilities.

**Town of Clifton Park**

Statement of Revenues and Expenditures - Unposted Transactions Included In Report  
 G5 - Dutch Meadows Sewer District  
 From 1/1/2023 Through 12/31/2023

		<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>Total Budget \$</u>	<u>Remaining Budget</u>	<u>Prior Year Actual</u>
<b>Buildings</b>						
01621	Public Safety Bldg. - Operations					
00005	Utilities	8.56	8.56	0.00	(8.56)	0.00
	<b>Total Buildings</b>	<b>8.56</b>	<b>8.56</b>	<b>0.00</b>	<b>(8.56)</b>	<b>0.00</b>
<b>Sewer Administration</b>						
08111	Sewer Contractual					
00005	Utilities	1,024.10	1,024.10	5,300.00	4,275.90	5,311.99
00021	Emergency Repairs	0.00	0.00	9,700.00	9,700.00	0.00
00024	General Maintenance	20.62	20.62	5,000.00	4,979.38	2,721.60
00033	Sewer Monitoring	1,977.60	1,977.60	2,000.00	22.40	1,977.60
00200	Equipment	0.00	0.00	15,200.00	15,200.00	14,163.00
	<b>Total Sewer Administration</b>	<b>3,022.32</b>	<b>3,022.32</b>	<b>37,200.00</b>	<b>34,177.68</b>	<b>24,174.19</b>
<b>Debt Principal</b>						
09710	Bond Payments - Principal & Interest					
00124	Sewer Debt - Principal	23,650.00	23,650.00	23,650.00	0.00	21,510.00
00125	Sewer Debt - Interest	354.75	354.75	355.00	0.25	1,032.20
	<b>Total Debt Principal</b>	<b>24,004.75</b>	<b>24,004.75</b>	<b>24,005.00</b>	<b>0.25</b>	<b>22,542.20</b>
<b>Total</b>		<u><u>(27,035.63)</u></u>	<u><u>(27,035.63)</u></u>	<u><u>(61,205.00)</u></u>	<u><u>(34,169.37)</u></u>	<u><u>(46,716.39)</u></u>

Transfer \$1,000 from 65-8111-24 (Dutch Meadows Sewer - Sewer Admin - Gen Maint.) to 65-8111-200 - (DMS - Sewer - Equipment)

**Cynthia, Zlogar**

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**From:** noreply  
**Sent:** Friday, March 24, 2023 3:13 PM  
**To:** Cynthia, Zlogar; Mike O'Brien  
**Cc:** Jean, Spiegel; Phil Barrett; Mark Heggen; Tom McCarthy; Lynda Walowit; Anthony Morelli; Agatha, Reid; Christopher, O'Hara  
**Subject:** Resolution Request for TB Meeting: 04-03-2023 or Sewer

**COMPTROLLER APPROVAL or Comments:**

**ATTORNEY APPROVAL or Comments:**

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

*need Sourcewell  
Contract #*

Department: **Sewer**  
Your email: **mobrien@cliftonpark.org**

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

Requested Meeting Date: **04-03-2023**

Alternate Date

Brief Description: **Resolution authorizing the emergency purchase of a replacement Cummins standby generator for the Settlers Lane Pump Station. The original ONAN/CUMMINS Generator Failed and was determined to be a faulty alternator and the cost to repair would be costly and approach replacement.**

Budget #: **G5-8111-200**  
Budget Description: **Equipment**  
\$ Amount: **\$15,866**  
Procurement Policy, please describe. **Sole Vendor Sourcewell Exact Replacement**  
Additional Comments/Details:

**RESOLUTION**

**#4**

Resolution No. \_\_\_\_\_ of 2023, a resolution adopting the 2023 emergency and general services fees schedule for the Town's Emergency Medical Services (EMS) contract with Clifton Park Halfmoon Emergency Corps (CPHM).

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, CPHM has asked the Town Board to authorize fee schedule increases to keep up with rising costs for the response, transportation and delivery of emergency medical services in the Capital District region, and

WHEREAS, fees for base rates and advanced services and mileage reimbursement were last adjusted in 2019, and

WHEREAS, the Town Board wishes to authorize the new fee schedule, detailed in Exhibit A attached, of the existing EMS contract with CPHM, and

RESOLVED, that the Town Board adopts the attached 2023 emergency and general ambulance services fee schedule proposed by the Clifton Park Halfmoon Emergency Corps, effective April 1, 2023.

EXHIBIT A  
FEE SCHEDULE

For emergency and general ambulance services provided within TOWN, CPHM will charge the following rates, effective April 1, 2023:

BLS BASE RATE	\$1,400.00
ALS-1 BASE RATE	\$1,700.00
ALS-2 BASE RATE	\$2,000.00
Mileage	\$35.00 per Loaded Mile

In the above statement of charges, the terms have the following meanings:

BLS means "basic life support" and refers to transportation by ground ambulance vehicle and medically necessary supplies and services, plus the provision of BLS ambulance services.

BLS Base Rate means the rate applicable to the services provided which meet the definition of basic life support services as prescribed in the regulations governing reimbursement of ambulance services under the federal Medicare program.

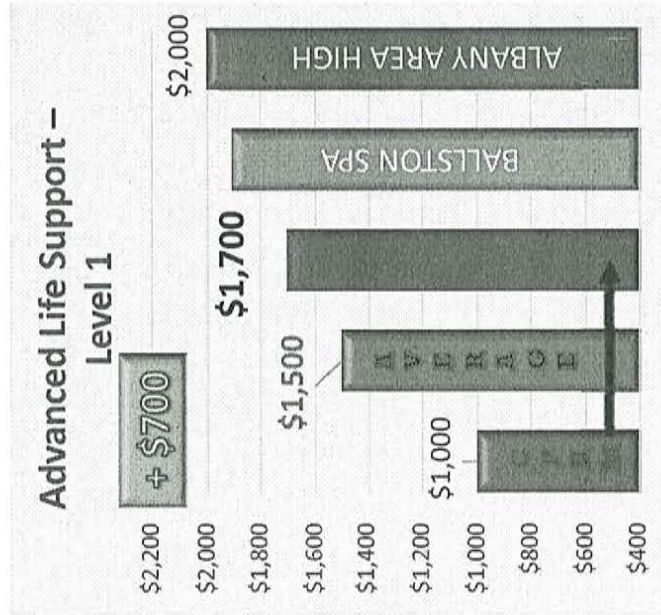
ALS means "advanced life support" and refers to procedures such as endotracheal intubation, venipuncture and administration of certain drugs, which are beyond the scope of practice of "basic life support" under New York Law.

ALS-I Base Rate means the rate applicable to services provided which meet the definition of advanced life support level 1 services as prescribed in the regulations governing reimbursement of ambulance services under the federal Medicare program, usually involving either an ALS assessment by ALS personnel or the provision of at least one ALS intervention.

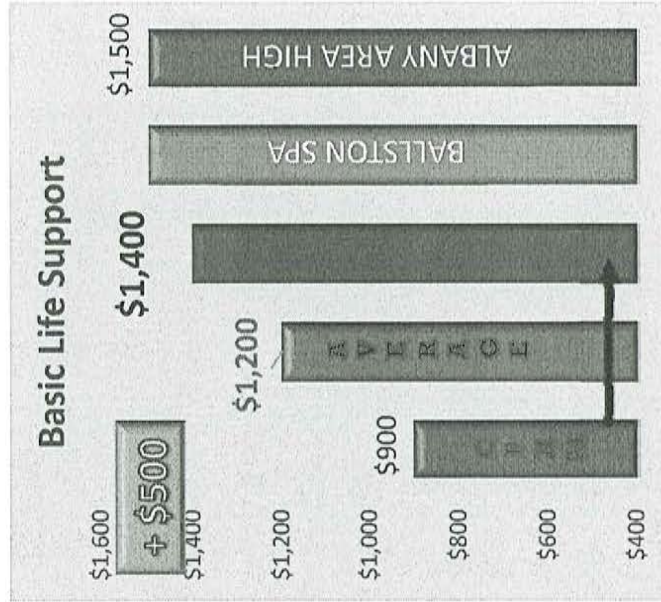
ALS-2 Base Rate means the rate applicable to services provided which meet the definition of advanced life support level 2 services as prescribed in the regulations governing reimbursement of ambulance services under the federal Medicare program, usually involving the administration of at least three (3) medications by intravenous access or any one of the following: manual defibrillation, intubation, establishment of central venous line, cardiac pacing, chest decompression, establishment of surgical airway (cricothyrotomy) or establishment of an intraosseous line.

Loaded Mile means mileage from the point of pick up to the destination hospital during which time the patient is present in the ambulance.

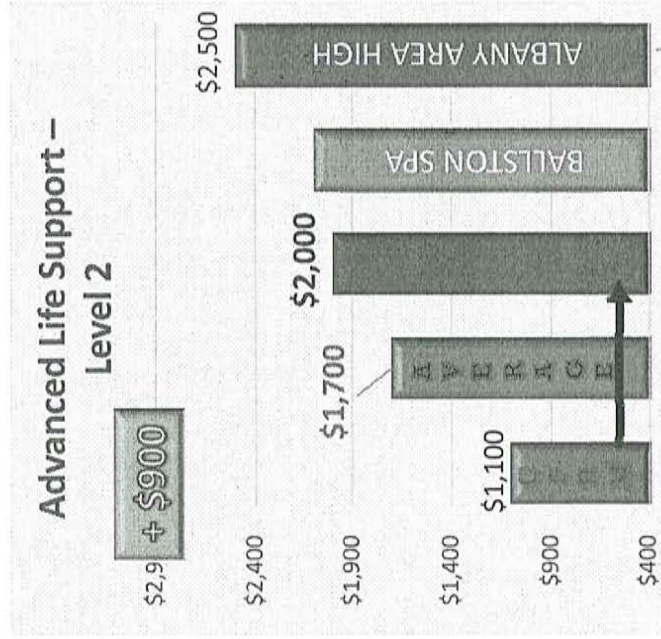
**We are requesting an increase in our 3 basic services AND our mileage rate.**



**3,960 / 1,067 / 607**



**1,464 / 405 / 252**



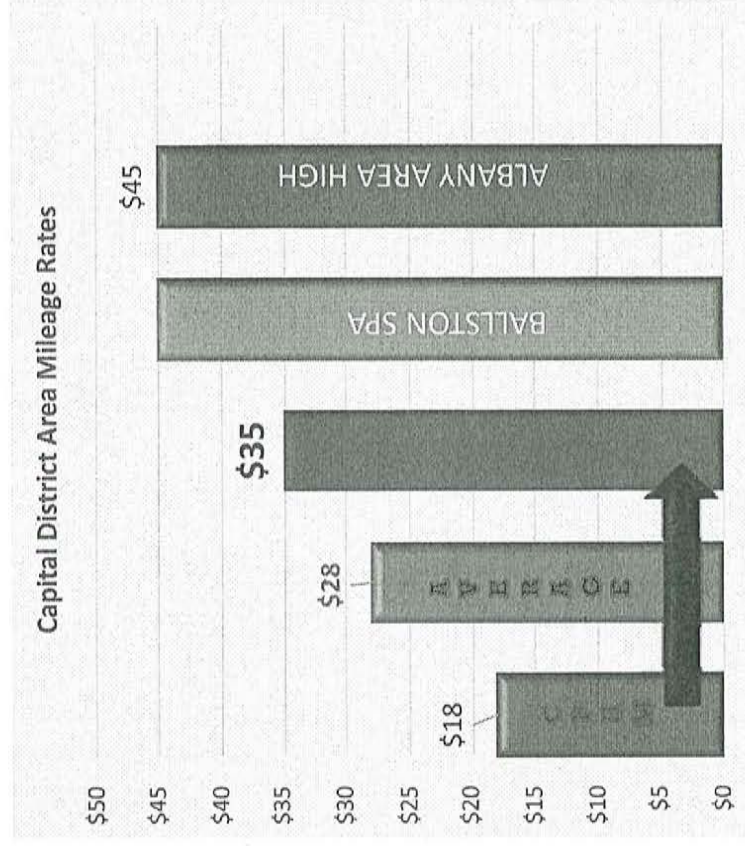
**145 / 60 / 25**

**THE 2022 CLAIM LEVELS ARE SHOWN IN TOTAL, WITH THE 2<sup>ND</sup> FIGURE REFLECTING THE NUMBER OF CLAIMS THAT WOULD BE IMPACTED BY THE RATE CHANGE.**

**THE 3<sup>RD</sup> FIGURE IS CLIFTON PARK'S AFFECTED CLAIMS.**

**Our current charge is \$18 per loaded mile.**

**We are requesting an increase to \$35.**



PER THE U.S. ENERGY INFORMATION ADMINISTRATION:

**U.S. All Grades All Formulations Retail**

**Gasoline Prices (Dollars per Gallon)**

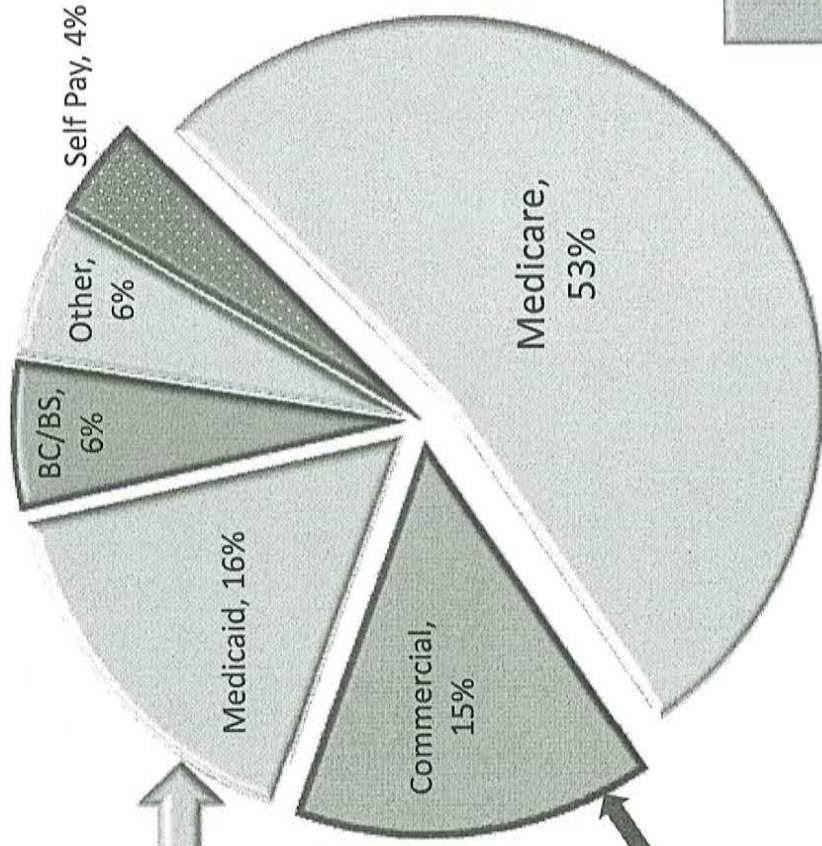
AVERAGE FOR 2018 = \$2.817

AVERAGE FOR 2022 = \$4.064

**CHANGE OF 44%**

Our last mileage rate increase was effective LATE 2018.

# Who would be impacted?



**Government regulated pricing**

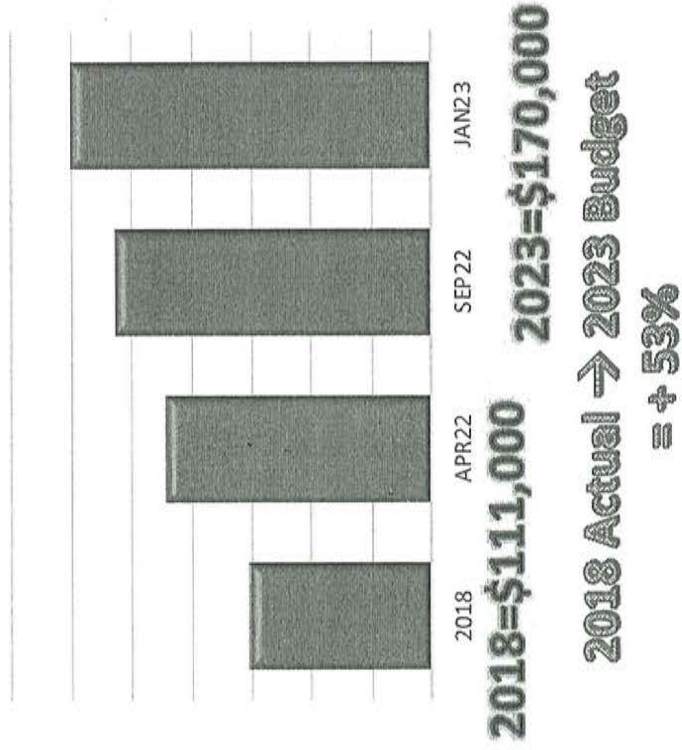
Only the commercial insurance companies will pay an increased rate

In 2022 = 1,500+ claims.

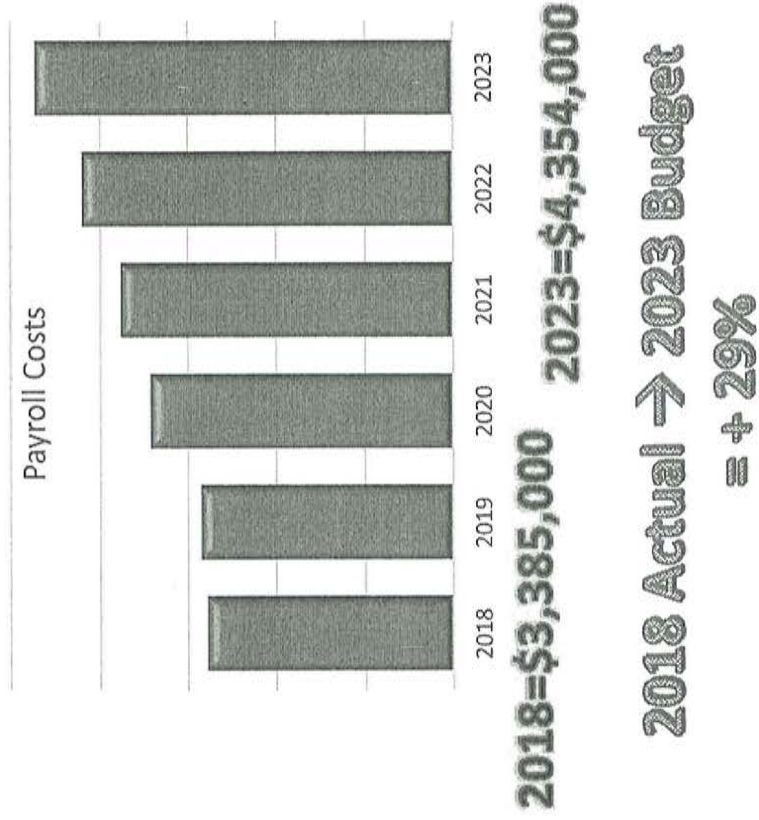
Our last price increase was in late 2018.

What about our other cost increases?  
Let's look just at our ambulances, and our staff.

Ambulance only (remember – we have 9)



Payroll Costs



**RESOLUTION**

**#5**

Resolution No. \_\_\_\_\_ of 2023, a resolution renewing Existing Term Easements pursuant to Section 125-10 C Conservation Easement Renewals of the Town Code.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, the Town initiated a Term Conservation Easement Program in 1996, with Term Easements issued with a Minimum 15 Year Term thereafter; and

WHEREAS, the first Term Conservation Easements issued pursuant to Town Code Chapter 125 expired in 2011, and

WHEREAS, by Resolution No. 100 of 2020, the Town Board adopted Local Law No. 5 of 2020 eliminating the requirement for a public hearing on renewal applications of existing term conservation easements, and

WHEREAS, five applications were received from individual holders of existing Conservation Easements expiring in 2023 to renew the existing Conservation Easement, and

WHEREAS, the individuals and parcels listed on the attached Schedule A have applied for renewal of term conservation easements for properties and terms as listed, and

WHEREAS, pursuant to Chapter 125-10 (C) the Town Board wishes to renew all applications for renewal of Term Conservation Easements as listed on Schedule A; now therefore be it

RESOLVED, that the expiring renewal applications submitted to the Assessor as shown on Schedule A are hereby renewed.



**RESOLUTION**

**#6**

Resolution No. \_\_\_\_\_ of 2023, a resolution approving a Road Use and Crossing Agreement with Champlain Hudson Power Express, Inc. for the construction and maintenance of underground facilities for transmission of renewable energy pursuant to statutory incentives authorized by the State of New York.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, by resolution 104 of 2020, the Town Board expressed support for a Champlain-Hudson Power Express, Inc. (CHPE) project to transmit electrical energy through the Town, and granted preliminary consent for the construction of underground conduits beneath Town Roads and publicly owned places to further the intent of the project, and

WHEREAS, CHPE now requests authorization to construct conduit and transmission facilities to cross under Rustic Bridge Road pursuant to a Road Use and Crossing Agreement subject to a Host Benefit funds Agreement with the project sponsors subject to future negotiation with affected municipalities, including Clifton Park, and,

WHEREAS, CHPE will provide all work zone traffic control, will work closely with the Town's Highway Department regarding lane closures, and will provide a Letter of Credit against any residual project damages not repaired on site by the project and its contractors, and

WHEREAS, the Town Board continues to support the project, and wishes to take actions necessary to advance the project, now therefore, be it

RESOLVED, that the Town Board approves the attached Road Use and Crossing Agreement with Champlain Hudson Power Express Transmission Cable System.

**CHPE LLC AND CHPE PROPERTIES, INC.**

**AND**

**TOWN OF CLIFTON PARK, NEW YORK**

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**ROAD USE AND CROSSING  
AGREEMENT FOR THE  
CHAMPLAIN HUDSON POWER EXPRESS ELECTRIC  
TRANSMISSION CABLE SYSTEM CROSSING**

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**DATED \_\_\_\_\_, 2022**

ADDRESS: Clifton Park Town Hall, 1 Town Hall Plaza, Clifton Park, NY 12065  
CITY/VILLAGE/TOWN: Town of Clifton Park  
COUNTY: Saratoga  
STATE: New York

**ROAD USE AND CROSSING AGREEMENT**

This Road Use and Crossing Agreement (“Agreement”), entered into this \_\_\_ day of \_\_\_\_, 2022 by and between CHPE LLC and its wholly-owned subsidiary CHPE PROPERTIES, INC. (collectively, “CHPE”) having an office located at 600 Broadway, Albany, New York 12207 and the Town of Clifton Park, New York (the “Town”) having and office at 1 Town Hall Plaza, Clifton Park, NY 12065.

**RECITALS:**

WHEREAS, CHPE intends to construct and operate a buried 1,250 megawatt High Voltage Direct Current electric transmission facility consisting of two solid-state cables and related equipment and appurtenances (“Project”) pursuant to the Certificate of Environmental Capability and Public Need granted to CHPE by the New York State Public Service Commission (“PSC”) on April 20, 2013 (as amended from time to time, the “Certificate”), the Project’s Environmental Management and Construction Plan (as amended from time to time, “EM&CP”) to be approved

by the PSC in due course, and other permits and authorizations to conduct certain related activities, including Project construction and Project restoration activities as provided for herein (collectively, "Project Activities"); and

WHEREAS, certain capitalized terms used herein are defined on **Exhibit A**; and

WHEREAS, on May 18, 2020, the Town Board of the Town of Clifton Park (the "Board") pursuant to Resolution No. 104 of 2020, a copy of which is annexed hereto as **Exhibit B**, granted its consent, pursuant to Section 11 of the New York State Transportation Corporations Law, to CHPE's proposed routing of the Project over certain municipal property (the "Resolution"); and

WHEREAS, on January 1, 2020, the Climate Leadership and Community Protection Act ("CLCPA") became law in the State of New York; and

WHEREAS, in the wake of the enactment of the CLCPA, the New York State Energy Research and Development Authority awarded a contract involving the use of the Project to transmit renewable energy into New York State; and

WHEREAS, in order to accomplish Project Activities within the Town, CHPE needs to install and operate buried Project cables in, across, and under a certain Town road known as Rustic Bridge Road, as shown on the map attached hereto as **Exhibit C** (the "Affected Roadway"); and

WHEREAS, the Town seeks assurances from CHPE that CHPE will pay and/or otherwise indemnify the Town for any damage to the Affected Roadway and any access roads, streets, or other public infrastructure used or traversed by CHPE or its contractors to access the work site for installation of the cable in and under the Affected Roadway and/or arising from or related to Project construction, maintenance, and occupancy activities; and

WHEREAS, the Town Board has been duly authorized to enter into this Agreement:

NOW, THEREFORE, in consideration of the premises set forth in the recitals above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHPE and the Town, each intending to be legally bound, agree as follows:

**1. Rights Granted.**

a. The Town has consented to CHPE to laying down, constructing and maintaining wires, conductors, conduits and other fixtures in and under the Affected Roadway in the Town in accordance with the provisions of this Agreement for the life of the CHPE project. Such consent shall be non-exclusive and subject to any other rights of others in and to any of the foregoing highways in existence as of the date hereof, and provided that the Town may enter into agreements after the date hereof granting third-party rights with respect to the use or occupancy of the Affected Roadway which are not in conflict with the rights granted to CHPE pursuant to this Agreement.

**2. CHPE Construction Responsibilities.**

a. CHPE shall be responsible for obtaining any approvals, permits, and/or orders, including renewals thereof, which are required by governing law to undertake Project Activities.

b. CHPE shall be responsible for ensuring that all debris, garbage, and waste generated by Project Activities are immediately cleaned up and properly are disposed of.

c. CHPE shall not block or obstruct or interfere with the flow of traffic in both lanes of traffic on any Town road except, under severe hardship, a temporary closure lasting no more than four (4) hours. Temporary single lane closures will be permitted periodically during Project Activities taking into account all of the pertinent circumstances, with close coordination with the Town's Highway Department.

d. CHPE shall require that its employees, officers, directors, members, managers, agents, licensees, vendors, contractors, subcontractors, haulers and subcontractors will comply with the terms and conditions of this Agreement.

e. CHPE will examine existing conditions and traffic flow and volume patterns to determine the appropriate construction methods for the Transmission Line Improvements prior to commencing construction. CHPE shall, at least two (2) days prior to commencing construction in the Affected Roadway, meet with the Superintendent of Highways of the Town and explain the construction process and timing and the measures CHPE will undertake to ensure minimum disruption to the traveling public and the Town's Highway Department and to minimize the duration of any detours or road closures. Where in-road work will be extensive enough to require detours or road closures, a Traffic Control Plan will be completed in consultation with the Town's Highway Department prior to the start of construction. All work zone traffic control ("WZTC") will be done in conformance with New York State Department of Transportation ("NYSDOT") Standard Specifications.

f. CHPE shall plate over any open trenches during non-working hours. CHPE shall not permit any excavation to be made in or upon the Affected Roadway to remain open or uncovered either day or night, without causing the same to be properly barricaded by day and night and, in addition thereto, CHPE shall place at such location signage, flares, red lanterns, or other warning devices by night so as to properly warn all persons of the danger of such excavation. All active and inactive work zones shall be provided with adequate WZTC for the duration of the work within the Affected Roadway.

### **3. Road Surveys and Routes.**

a. CHPE will review the final Project route and Transmission Line Improvements with the Town's Engineer or designee. Additionally, CHPE will also consult with the Town Engineer or designee to finalize a list of roads that will constitute Affected Roadways, and **Exhibit C** shall be amended if and as appropriate.

b. Prior to CHPE undertaking any Project Activities, CHPE shall provide the Town with the final PSC-approved EM&CP involving the Affected Roadway. The PSC-approved EM&CP involving the Affected Roadway shall serve as the basis for the required Financial Security set forth herein.

c. At least five (5) days prior to the commencement of Project Activities involving the Affected Roadway, CHPE shall prepare and provide to the Town a pre-construction video survey of the same, which video survey must be acceptable to the Town in its reasonable discretion.

d. If, in the reasonable professional opinion of the Town's Engineer or designee, the conditions of an Affected Roadway change after the date of this Agreement and before the start of Project construction activities such that any such Affected Roadway intended to be used for access purposes cannot withstand the structural and functional distress anticipated by heavy vehicular traffic resulting from the Project Activities, the Town will so notify CHPE and include in its notice the improvements that would be necessary for CHPE to use the same. CHPE will have five (5) business days from its receipt of such notice to notify the Town as to whether it can make alternate route arrangements.

- i. If CHPE notifies the Town that it can make alternate route arrangements, CHPE will include in its notice to the Town a map and description of its proposed alternate route. The Town must notify CHPE within three (3) business days from its receipt of such alternate proposed route whether or not that proposed route is reasonably satisfactory to the Town. If the proposed alternate route is not reasonably satisfactory to the Town, then CHPE and the Town will repeat the above process until an alternate route that is reasonably satisfactory to both parties is agreed upon.
- ii. If CHPE notifies the Town that it cannot make alternate route arrangements, then CHPE will make the improvements described in the Town's initial notice of changed conditions, which repairs will be at CHPE's cost and completed before the onset of Project Activities.

e. If, during the term of this Agreement, the Town's Engineer or designee reasonably believes that the condition of any Affected Roadway has changed after the start of Project construction activities such that the Affected Roadway cannot, due to its condition, withstand or continue to withstand the structural and functional distress anticipated by further heavy vehicular traffic, the Town will so notify CHPE and include in its notice the improvements that would be necessary for CHPE to continue using the Affected Roadway. CHPE will have five business days from its receipt of such notice to decide if it can make alternate route arrangements.

- i. If CHPE notifies the Town that it can make alternate route arrangements, CHPE will include in its notice to the Town a map and description of its proposed alternate route. The Town must notify CHPE within three (3) business days from its receipt of such alternate proposed route whether or not that proposed route is reasonably satisfactory to the Town. If the proposed alternate route is not reasonably satisfactory to the Town, then CHPE and the Town will repeat the above process until an alternate route that is reasonably satisfactory to both parties is agreed upon.
- ii. If CHPE notifies the Town that it cannot make alternate route arrangements, then CHPE will make the improvements described in the Town's initial notice of changed conditions, which repairs will be at CHPE's cost and completed before the resumption of Project Activities.

f. Promptly following the substantial completion of Project Activities within the Town, CHPE shall prepare and provide to the Town a post-construction video survey of the Affected Roadways acceptable to the Town in its reasonable discretion. Within one hundred eighty (180) days after substantial completion of Transmission Line Improvements, CHPE shall prepare and provide the Town with “as-built” engineer and surveyor certified plans and maps, in a customary software format which the County may reasonably request (CAD, GPS, etc.). After CHPE has completed Project Activities within the Town, CHPE will not use any Heavy Equipment that would cause damage to Town roads, unless authorized by the Town, where “Heavy Equipment” is defined to include oversize or overweight vehicles and large construction equipment, but which shall not include standard passenger or commercial vehicles.

g. In the event that the Town Engineer reasonably believes that Project Activities have deviated from the PSC-approved EM&CP routing within the Town without prior written permission from the Town, CHPE shall, upon notification from the Town, suspend Project Activities unless and until the Construction Inspector provided for at Condition 53(a) of the Certificate has determined that the Project Activities do not in fact deviate from the PSC-approved EM&CP.

#### **4. Road Restoration and Repair of Damage.**

a. The standard to be achieved by CHPE in pursuing Project Activities is the return of any Affected Roadway or other public infrastructure used or traversed by CHPE or its contractors to access the Project work site to its original condition as nearly as practicable and, in all events, to restore full service and functionality of the Affected Roadway as soon as reasonably practicable, but no later than sixty (60) days from the date the Town sends notice requesting any repairs.

b. No less than forty-five (45) days prior to the commencement of any Project Activities, CHPE shall provide the Town with a payment of \$10,000 (the “Deposit”) that the Town shall deposit into an escrow account (“Account”). The Town may only withdraw funds from the Account to pay for the incremental and out-of-pocket costs, fees, expenses and other bills rendered to or incurred by the Town in connection with: (i) the approval of proposed use of Affected Roadway(s) and the assessment of whether the same are suitable for use by Heavy Equipment; and (ii) the Town’s monitoring of Project Activities and the performance of its functions as provided for by this Agreement, including payment of any Town Designated Engineer (“TDE”) employed by the Town to assess road conditions before and after use by CHPE and its contractors with Heavy Equipment, and assessment of any damage to the Affected Roadway caused by the Project Activities (“Allowed Costs”). The Town shall provide an itemized statement, together with detailed backup, of any deduction from the Account. If at any time the balance in the Account is reduced to one-third or less of its initial amount, and the Town advises CHPE and can demonstrate actual reasonable additional expenses beyond this amount, then CHPE shall provide for deposit additional funds into the Account to cover those reasonable additional expenses.

c. Within fifteen (15) business days of the date upon which CHPE notifies the Town that it has completed the initial re-seeding that CHPE will undertake as part of its Project Activities, the Town must notify CHPE in writing if it reasonably believes any significant residual damage to the Affected Roadway exists and was caused by Project Activities. Damage may include but is

not limited to cracking, imprinting, pitting, tracking, buckling or asphalt and road base damage, damage to culverts, bridges and/or drainage facilities (“residual project damage”).

d. Within 10 business days of receipt of an allegation of residual project damage from the Town, CHPE shall notify the Town in writing of its agreement or disagreement with the allegations. If CHPE accepts responsibility, it will proceed with due diligence to rectify the condition. If CHPE declines to accept responsibility, the Town shall then submit a written invoice (“damage invoice”) to CHPE, detailing estimates of the costs, fees, and/or expenses incurred or to be incurred by the Town to repair the residual project damage.

e. CHPE may elect in its sole discretion either to pay the amount set forth in the damage invoice accompanying the Town’s notice, as liquidated damages. In such event, CHPE shall notify the Town in writing of its election, and pay the amount within ten (10) business days of receipt of the invoice. If paid in full, the Town will have no further claim against CHPE in connection with residual project damage.

f. The manner of repair of any residual project damage by either party shall be in accordance with official industry standards with New York State Department of Transportation and/or municipal requirements that are applicable for the type of road and restoration involved.

g. After the conclusion of Project Activities, the Town shall be entitled to withdraw and retain any remaining portion of the initial \$10,000 Deposit made into the Account pursuant to paragraph 4(b) of this Agreement. If CHPE has provided funds to replenish the Account pursuant to paragraph 4(b) of this Agreement beyond the initial Deposit, and any balance remains in the Account against which the Town has not claimed reimbursement, said balance shall be returned to CHPE or its assignee

## **5. Ongoing Cooperation.**

The Parties commit to the taking of such further actions, if and when reasonably requested and consistent with applicable law, as may facilitate the successful achievement of the goals and benefits of the CLCPA and the completion of the Project.

## **6. Financial Security.**

a. Prior to the commencement of any Project Activities, CHPE shall deliver to the Town financial security in the form of a cash escrow or a Letter of Credit (“Financial Security”), which amount is to be calculated based upon the length and types of the Affected Roadways and which shall be sufficient to satisfy the Town’s standard requirements for road use and road excavation. The Security shall be in the sum of \$15,000. If a Letter of Credit is provided, it shall be issued by a reliable bank with an A or higher rating, and authorized to do business in the State of New York. A form of Letter of Credit acceptable to the Town is attached to this Agreement as **Exhibit D**.

b. The Financial Security shall remain in full force and effect in the stated amount for a period of 3 months after CHPE’s completion of all Project Activities.

c. The purpose of the Financial Security is to guarantee reimbursement to the Town for all labor, material, equipment, expenses and attorneys' fees the Town may incur in repairing any residual project damage, to the extent that (i) CHPE's liability for the same has been finally adjudicated, (ii) CHPE has failed to pay the ordered judgment, and (iii) applicable insurance is unavailable to reimburse the Town for the aforesaid expenses.

d. After the conclusion of Project Activities, the Town shall agree to the cancellation and return of the Financial Security. If a Letter of Credit is used, it shall be returned to CHPE by certified mail at the address listed in Section 17 below.

## **7. Indemnification and Insurance.**

a. CHPE, at its own expense, agrees to the insurance, indemnification and general terms and conditions set forth herein.

b. CHPE shall present to the Town Certificates of Insurance evidencing the acquisition of liability insurance coverage naming the Town as additional insured, on a primary noncontributory basis, in the amount of at least:

- i. \$1,000,000 per occurrence, \$1,000,000 General Aggregate, \$1,000,000 Products and Completed Operations Aggregate. Death/Bodily Injury: \$1,000,000 per person; \$2,000,000 aggregate.
- ii. Coverage shall include contractual liability.
- iii. Property Damage: \$500,000.
- iv. Coverage provided shall be written on a primary and non-contributory basis over any other insurance that may be available.
- v. All policies shall contain a waiver of subrogation.
- vi. No policy shall exclude coverage for lawsuits alleging violations of New York Labor Law, sections 200, 240(1) a/k/a Scaffold Law and 241(6).
- vii. All policies shall be written with an insurance carrier with a Best's rating of A- or better.

c. Said insurance shall be maintained throughout the period during which Project Activities take place and the aforementioned certificate shall provide for a minimum of fifteen (15) business days' written notice to the Town prior to cancellation of coverage [with the exception of non-payment of premium in which case the statutory cancellation clause shall apply].

d. To the extent permitted by the governing law, CHPE shall defend, indemnify, protect, save, and hold the Town harmless from and against any and all penalties, fines, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or award of damages, whether compensatory or punitive, or expenses arising therefrom either at law or in equity, which might arise out of, or are

caused by, the Project Activities, whether undertaken by CHPE or its contractors or consultants, or any of the right conferred by this Agreement except to the extent any such claims, suits, demands, causes of action, or award of damages relate to the negligence or willful misconduct of the Town or any of its officers, boards, employees, committee members, attorneys, agents, consultants, vendors, contractors and subcontractors. The obligation of CHPE to indemnify and save harmless the Town shall extend to the employees, officers, elected officials, and consultants hired by the Town.

#### **8. Dispute Resolution.**

If a Party has a dispute with the other Party regarding or in connection with this Agreement, then such Party will notify the other Party in writing of such dispute. Before resorting to litigation, the Parties shall use reasonable efforts to settle such dispute through representatives of the Parties for a period of at least thirty (30) days, during which time the parties shall have at least one (1) in-person meeting in Saratoga County.

#### **9. Captions and Headings.**

Captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or of the scope or intent of this Agreement nor in any way affect this Agreement.

#### **10. Modifications.**

This Agreement cannot be amended, modified, or changed orally, but only by agreement in writing signed by the parties.

#### **11. Severability; No Waiver.**

If any provision of this Agreement, or any portion of any provision of this Agreement, is declared null, void, voidable, or unenforceable, such provision or such portion of a provision shall be considered separate and apart from the remainder of this Agreement, which remainder shall remain in full force and effect. The waiver by any party hereto or a breach of violation of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation. No waiver is valid unless in writing and signed by party making the waiver. The parties reserve all of their rights and remedies under this Agreement, at law and at equity, including, without limitation, any such rights and remedies under the New York Public Service Law, the New York Eminent Domain Procedure Law, and the New York Transportation Corporations Law.

#### **12. Governing Law; Consent to Jurisdiction.**

a. This Agreement shall be governed and construed in accordance with the laws of the State of New York, as in effect from time to time without regard to principles of conflicts of laws.

b. Each party represents that it is subject to service of process in the State of New York and covenants that it will remain so subject so long as this Agreement shall be in effect.

### **13. Binding Effect.**

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Except as set forth in the preceding sentence, nothing in this Agreement is intended to be for, or to inure to the benefit of, any person other than the parties hereto, and their respective successors and assigns.

### **14. Entire Agreement.**

The entire agreement of the parties is contained in this Agreement. No promises, inducements or considerations have been offered or accepted except as herein set forth. This Agreement supersedes any prior oral or written agreement, understandings, discussion, negotiations, and statements concerning the subject matter thereof. The parties hereto agree to execute and deliver such other documents and to perform such other acts as may, from time to time, be reasonably required to give full force and effect to the intent and purpose of this Agreement.

### **15. Counterparts.**

This Agreement may be executed by electronic signature and transmitted by fax or email in counterparts, each of which will be considered an original, and all of said counterparts shall together constitute one and the same instrument which may be sufficiently evidenced by one counterpart.

### **16. Authority of Parties.**

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

### **17. Notice.**

Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given upon hand delivery, upon the third day following delivery via the United States Postal Service, on the first day following delivery via a nationally registered United States overnight courier service, or on the day when telecopies are sent by facsimile transmission if additional notice is also given under one of the previous three methods within three (3) business days thereafter. For purposes of this Agreement only, any notice to the parties shall be directed to the party as set forth below with a copy provided via electronic mail.

For CHPE Parties:

CHPE LLC  
c/o Transmission Developers, Inc.  
600 Broadway, Pieter Schuyler Building  
Albany, NY 12207  
Attn: General Counsel

Jeremiah.Sheehan@transmissiondevelopers.com  
Josh.Bagnato@transmissiondevelopers.com

For Town:

Town of Clifton Park  
1 Town Hall Plaza  
Clifton Park, NY 12065  
Attn: Town Supervisor

**18. Assignment.**

Neither Party may assign its rights or its obligations under this Agreement in whole or in part without the prior written consent of the other Party, which consent shall not be unreasonably withheld conditioned, or delayed; except no consent of any kind shall be required in the case of an assignment by CHPE (i) in favor of a secured lender or lenders participating in the Closing, (ii) as part of a straight lease arrangement authorized by the General Municipal Law relating to Industrial Development Agencies, or (iii) to a company affiliated with CHPE.

IN WITNESS WHEREOF, CHPE and the Town have caused their respective, duly authorized officers to execute this Road Use and Crossing Agreement of the day and year first above written.

**Town of Clifton Park, New York**

**CHPE LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_



**CHPE Properties, Inc.**

By: \_\_\_\_\_

## EXHIBIT A DEFINITIONS

“**Affiliate**” means with respect to a specified Person: any other Person directly or indirectly in Control of, Controlled by, or under common Control with such specified Person; provided, however, for purposes of this Agreement, Project Company shall not be considered to be an Affiliate of Railroad Company, and vice versa. For purposes of this Agreement, to be in “**Control**” means to be in possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Debt Fund Affiliates**” means (a) any fund or client managed by, or under common management with Blackstone Liquid Credit Strategies LLC, Blackstone Tactical Opportunities Fund L.P. or Blackstone Real Estate Debt Strategies L.P., (b) any fund or client managed by an investment manager within the credit-focused division of The Blackstone Group Inc., (c) any fund managed by Blackstone Alternative Credit Advisors LP, Blackstone Debt Advisors L.P., Blackstone Distressed Securities Advisors L.P., Blackstone Mezzanine Advisors L.P. or Blackstone Mezzanine Advisors II L.P., and (d) any Affiliate of Project Company other than Project Company that is, in each case, a bona fide debt fund or an investment vehicle that is engaged in the making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course that, in each case of clauses (a) through (d), provides Financing to the Project on terms and conditions that, when considered in the aggregate, are no less favorable to Project Company than the terms and conditions that would be obtained in a comparable arm’s length transaction with a Person that is not an Affiliate of Project Company; provided, that at any time that the aggregate amount of commitments made by Debt Fund Affiliates under the Financing for the Project constitute less than fifty percent (50%) of the aggregate commitments outstanding thereunder, such commitments shall be deemed to have been made on an arm’s length basis for purposes of this definition.

“**Financing**” means each construction, interim, long-term debt or equity financing, refinancing and/or credit support arrangement related to all or a portion of the development, construction or operation of the Project.

“**Investment Grade Rating**” means, with respect to a Person, that such Person has (whether individually or together with its Affiliates; provided such Affiliates are jointly liable with Project Company under this Agreement or procure a guarantee, binding equity commitment letter (with Project Company) or other credit support as to the obligations of Project Company under this Agreement) at least one Long-Term Credit Rating of no less than (as applicable) ‘BBB-’ from S&P, ‘Baa3’ from Moody’s, or “BBB-” by Fitch.

“**Lender**” means, with respect to Project Company, any Person, other than an Affiliate of Project Company, providing or seeking to provide Financing or financial support in any form in respect of the Project, including any commercial bank, institutional lender, export credit agency, funding agency, underwriter, bondholder, or insurance agency, and any representative, collateral agent, trustee, depository, agent or other designee of such Person; provided, that solely for the purposes of this definition, a Debt Fund Affiliate is not deemed to be an “Affiliate” of Project Company.

**“Permitted Transferee”** means (i) an Affiliate of CHPE (which shall include (x) existing or future portfolio companies of any investment funds or vehicles Affiliated with or managed by Blackstone Capital Partners L.P. or Blackstone Energy Partners L.P. and (y) other investment funds or vehicles managed by Blackstone Capital Partners L.P. or Blackstone Energy Partners L.P. (including, in each such case, Blackstone Capital Partners VIII L.P. and Blackstone Energy Partners III L.P.)), (ii) any Lender (x) to whom CHPE collaterally assigns this Agreement or (y) who is exercising its rights and remedies under any documentation related to the Financing at CHPE, (iii) any Industrial Development Agency or Industrial Development Authority formed and existing pursuant to the General Municipal Law and the Public Authorities Law of the State of New York, or (iv) a Qualified Transferee.

**“Qualified Transferee”** means any Person that has (whether individually or together with its Affiliates; provided such Affiliates are jointly liable with Project Company under this Agreement or procure a guarantee, binding equity commitment letter (with Project Company) or other credit support as to the obligations of Project Company under this Agreement) either (a) an Investment Grade Rating, (b) a Total Net Worth of at least One Billion Dollars (\$1,000,000,000) or (c) assets under management of at least Ten Billion Dollars (\$10,000,000,000).

**“Total Net Worth”** means, with respect to any Person, the tangible net worth, bona fide capital commitments and fair market value of investments and other assets over which such Person (together with its Affiliates) collectively has supervisory control.

BR

**EXHIBIT B  
RESOLUTION OF THE TOWN BOARD**

DRAFT

**EXHIBIT C  
MAP**

DATA

**EXHIBIT D**  
**FORM OF LETTER OF CREDIT**

REF

Resolution No. 104 of 2020, a resolution authorizing the Supervisor to execute necessary documents and agreements to permit construction of a portion of the Champlain Hudson Power Express Project proposed by Transmission Developers, Inc.

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

WHEREAS, Champlain Hudson Power Express, Inc. (including its successors and/or assigns, "CHPEI") is developing the Champlain Hudson Power Express Project (the "Project"), an approximately 1,000 megawatt underground and underwater high voltage, direct current electric transmission facility extending from the United States' border with Canada to Queens, New York, and

WHEREAS, the New York State Public Service Commission (the "PSC") has ruled that the Project will supply clean, renewable hydroelectricity to New York State and has issued a Certificate of Environmental Compatibility and Public Need authorizing the construction and operation of the Project (including any amendments thereto, the "Certificate"), and

WHEREAS, CHPEI has discussed the Project extensively with the Town of Clifton Park (the "Municipality"), as a portion of the Project will be located within the Municipality and will occupy certain privately and/or publicly owned land, and

WHEREAS, the Project will provide significant economic and environmental benefits to New York State and the Municipality in the form of lower electric rates, a reduction in greenhouse gas emissions and increased jobs, including local jobs during the Project's construction, and

WHEREAS, the Project will provide significant tax (or payment in lieu of tax) revenue to the Town of Clifton Park, County of Saratoga and School District of Shenendehowa Central Schools during the course of its expected 40-60-year operating life, and

WHEREAS, prior to construction within the Municipality, CHPEI will require a Road Crossing Agreement with the Municipality that will include, at a minimum, construction responsibilities and plans, restoration and repair of damage, dispute resolution, bonding, insurance, and indemnification provisions, and

WHEREAS, once the Project commences operation, it is not expected to require any services from the Municipality; now, therefore, be it

RESOLVED,

1. That the Town Board (the "Board") is fully familiar with and supportive of the Project, including the use and occupancy of privately and/or publicly owned land in the Municipality.

2. That the Board hereby grants its consent to CHPEI, in accordance with Section 11(3) of the New York State Transportation Corporations Law, to lay down, construct and maintain its wires, conductors, conduits and other fixtures in and under the streets, avenues, public parks and all other publicly-owned places in the Municipality in accordance with the provisions of the certificate.

3. That the Board commits the Municipality to the taking of such further actions, if and when reasonably requested by CHPEI and consistent with applicable law, as may facilitate the

successful achievement of the Project, including, without limitation, executing a Crossing Agreement substantially in the form annexed hereto.

4. That the Supervisor is hereby authorized and directed to take all appropriate measures to implement the intent of this resolution and the Town Clerk is hereby directed to forward a certified copy hereof to CHPEI at the Pieter Schuyler Building, 600 Broadway, Albany, NY, 12207.

5. That the Board approves the inclusion of a copy of this resolution as a part of any filing made by CHPEI with any governmental bodies when and as required or requested by the same and the use of this resolution in public statements made by CHPEI regarding host community support for the Project.

6. That this resolution shall take effect immediately.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

May 18, 2020

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Teresa Brobston, Town Clerk

Resolution No. \_\_\_\_\_ of 2020, a resolution authorizing the Supervisor execute necessary documents and agreements to permit construction of a portion of the Champlain Hudson Power Express Project proposed by Transmission Developers, Inc.

Introduced by \_\_\_\_\_, who moved its adoption, and seconded by \_\_\_\_\_.

WHEREAS, Champlain Hudson Power Express, Inc. (including its successors and/or assigns, "CHPEI") is developing the Champlain Hudson Power Express Project (the "Project"), an approximately 1,000 megawatt underground and underwater high voltage, direct current electric transmission facility extending from the United States' border with Canada to Queens, New York; and

WHEREAS, the New York State Public Service Commission (the "PSC") has ruled that the Project will supply clean, renewable hydroelectricity to New York State and has issued a Certificate of Environmental Compatibility and Public Need authorizing the construction and operation of the Project (including any amendments thereto, the "Certificate"); and

WHEREAS, CHPEI has discussed the Project extensively with the Town of Clifton Park (the "Municipality"), as a portion of the Project will be located within the Municipality and will occupy certain privately and/or publicly-owned land; and

WHEREAS, the Project will provide significant economic and environmental benefits to New York State and the Municipality in the form of lower electric rates, a reduction in greenhouse gas emissions and increased jobs, including local jobs during the Project's construction; and

WHEREAS, the Project will provide significant tax (or payment in lieu of tax) revenue to Town of Clifton Park, County of Saratoga and School District of Shenendehowa Central Schools during the course of its expected 40-60 year operating life; and

WHEREAS, prior to construction within the Municipality, CHPEI will require a Road Crossing Agreement with the Municipality that will include, at a minimum, construction responsibilities and plans, restoration and repair of damage, dispute resolution, bonding, insurance and indemnification provisions; and

WHEREAS, once the Project commences operation, it is not expected to require any services from the Municipality;

**NOW, THEREFORE, BE IT RESOLVED,**

1. That the Town Board (the "Board") is fully familiar with and supportive of the Project, including the use and occupancy of privately and/or publicly-owned land in the Municipality.
2. That the Board hereby grants its consent to CHPEI, in accordance with section 11(3) of the New York State Transportation Corporations Law, to lay down, construct and maintain its wires, conductors, conduits and other fixtures in and under the streets, avenues, public parks and all other publicly-owned places in the Municipality in accordance with the provisions of the Certificate.
3. That the Board commits the Municipality to the taking of such further actions, if and when reasonably requested by CHPEI and consistent with applicable law, as may facilitate the

successful achievement of the Project, including, without limitation, executing a Crossing Agreement substantially in the form annexed hereto.

4. That the Supervisor is hereby authorized and directed to take all appropriate measures to implement the intent of this Resolution and the Town Clerk is hereby directed to forward a certified copy hereof to CHPEI at the Pieter Schuyler Building, 600 Broadway, Albany, NY 12207.

5. That the Board approves the inclusion of a copy of this Resolution as a part of any filing made by CHPEI with any governmental bodies when and as required or requested by the same and the use of this Resolution in public statements made by CHPEI regarding host community support for the Project.

6. That this Resolution shall take effect immediately.



**Legend**

- ☒ Road Crossing
- CHPE Alignment
- Village
- City / Town
- County
- Railroad

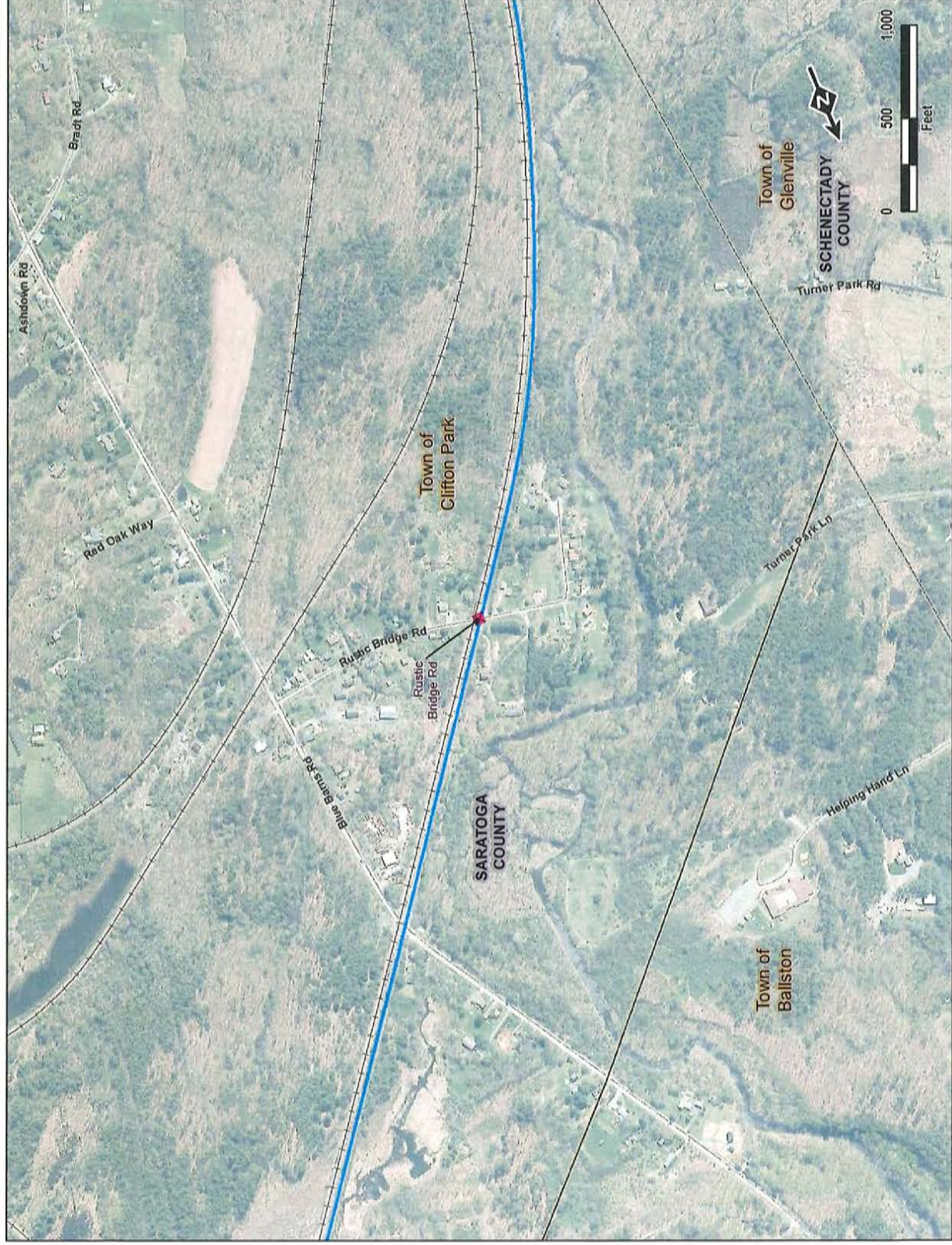
Basemap: ESRI Aerial



**Champlain Hudson Power Express Project**

Road Use Agreement  
**Exhibit B**  
 Town of Clifton Park  
 Page 1 of 1

Prepared by: **wsp** 9/8/2022





## Tom McCarthy

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**From:** William Hurst <whurst@youngsommer.com>  
**Sent:** Thursday, February 23, 2023 12:06 PM  
**To:** Phil Barrett; Tom McCarthy  
**Cc:** Laura Darling  
**Subject:** FW: Proposed CHPE Road Use Agreement with Town of Clifton Park  
**Attachments:** 18. Town of Clifton Park\_Resolution\_05.18.20.pdf; Town of Clifton Park RUA Draft.docx; CHPE\_RoadUseAgreement\_TownOfCliftonPark\_Revised\_09292022\_FINAL.pdf; DRAFT Exhibit D CHPE\_Letter of Credit Road Use Agreements Form.docx

Greetings Mr. Supervisor and Attorney McCarthy:

In May of 2020, the Town of Guilderland granted its consent to CHPE (copy attached) pursuant to NY Transportation Corporations Law 11(3), which contemplated entry into a Road Use or Road Crossing Agreement (second to last "Whereas" clause). As you might have read lately, design and construction of the CHPE transmission line (from Quebec to NYC) is now proceeding apace, as is the finalization of various municipal agreements along the route, including with the Town of Clifton Park.

To that end, I am following up on the below inquiry from my colleague Laura Darling, to see if we can bring the Road Use Agreement (draft attached) to finalization.

I would be happy to arrange a call with CHPE technical and design staff if you think that would be helpful.

My thanks in advance for your consideration of the above. If you wish to discuss this matter, my contact information is below.

All the best,

-Bill

William Hurst, Of Counsel  
Young / Sommer LLC  
ATTORNEYS AT LAW  
office: 518.438.9907 Ext. 242  
mobile: 518.339.0690  
fax: 518.438.9914  
[whurst@youngsommer.com](mailto:whurst@youngsommer.com)  
Executive Woods, Five Palisades Drive, Albany, NY 12205  
[www.youngsommer.com](http://www.youngsommer.com)

*This e-mail is sent by a law firm and may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately.*

**From:** Laura Darling  
**Sent:** Wednesday, December 7, 2022 12:10 AM  
**To:** [tmccarthy@cliftonpark.org](mailto:tmccarthy@cliftonpark.org); [pbarrett@cliftonpark.org](mailto:pbarrett@cliftonpark.org)  
**Cc:** [rick.chase](mailto:rick.chase@transmissiondevelopers.com) <[rick.chase@transmissiondevelopers.com](mailto:rick.chase@transmissiondevelopers.com)>; Gibson, Robert <[Bob.Gibson@wsp.com](mailto:Bob.Gibson@wsp.com)>  
**Subject:** Proposed CHPE Road Use Agreement with Town of Clifton Park

Dear Supervisor Barrett and Attorney McCarthy,

**RESOLUTION**

**#7**

Resolution No. \_\_\_\_\_ of 2023, a resolution awarding the bid for pool chemicals for the Barney Road, Locust Lane and Burning Bush pools for the 2023 Season.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, on March 14, 2023, bids were received for the above-referenced contract, and

WHEREAS, the Supervisor has recommended that the bid for pool chemicals for the three town pools be awarded to Surpass Chemical Co., Inc. for the following amounts:

- |                       |                               |                    |
|-----------------------|-------------------------------|--------------------|
| • Sodium Hypochlorite | Per Gallon                    | \$3.15/gal         |
| • Car Boy Bleach      | 5 Gallon Container            | \$17.50/container  |
| • Muriatic Acid       | Per Gallon in 5 gallon carboy | \$10.60/gal        |
| • Drum Deposit        |                               | \$10.00 per carboy |
| • Sodium Bisulfate    | Per Pound                     | \$0.77/pound       |

Now, therefore be it

RESOLVED, that the Town Board hereby accepts and awards the above referenced bid to Surpass Chemical Co., Inc., 1254 Broadway, Albany, NY to be paid as follows: from line A-7150-045 (General Fund-Barney Road Pool – Supplies), from line A-7152-045 (General Fund-Locust Lane Pool – Supplies) and from line SP5-7151-045 (General Fund-Country Knolls Pool – Supplies), in accordance with the amount used at each pool.



# Town of Clifton Park

## Buildings & Grounds

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

The Town of Clifton Park, through the Buildings & Grounds Department seeks sealed bids from qualified entities to provide pool chemicals located at all three town pools, Clifton Park NY 12065.

Scope of work is as follows but not limited to:

***Chemicals needed: Sodium Hypochlorite, Muriatic Acid and Sodium Bisulfate.***

The sodium hypochlorite solution is to be delivered every week or as needed by bulk delivery or 5-gallon containers as requested to all three town pools.

*June 26 – August 11: Delivery must be before 8:00 am*

*May – June 25 and August 12 – September: Delivery may be between 8am – 5pm*

The muriatic acid is to be delivered as needed in containers as requested plus charges for containers.

The sodium bisulfate is to be delivered as needed in containers/bags as requested.

The approximate amount of sodium hypochlorite solution, muriatic acid, and sodium bisulfate to be purchased for each pool is in the chart below. (These amounts may vary depending on use of pools and weather)

<b>Pool Location</b>	<b>Sodium Hypochlorite</b>	<b>Muriatic Acid</b>	<b>Sodium Bisulfate</b>
Barney Road	5,100 gallons	44 gallons	0 pounds
Country Knolls	3,700 gallons	0 gallons	150 pounds
Locust Lane	2,400 gallons	28 gallons	0 pounds
Total	11,200 gallons	72 gallons	150 pounds
	These are estimates based on the 2022 pool season.	These are estimates based on the 2022 pool season.	These are estimates based on the 2022 pool season.

**Bids to include any drum deposits and delivery fuel surcharges.**

Pool chemicals are for the pool season from May – September 2023

Bid specifications can be downloaded from <https://www.cliftonpark.org/departments/town-clerk-s-office/town-clerk-bulletin-board.html>, picked up at the Town Clerk's Office, 1 Town Hall Plaza or by emailing Town Clerk Teresa Brobston at [tbrobston@cliftonpark.org](mailto:tbrobston@cliftonpark.org).

This bid document is also available at [www.cliftonpark.org](http://www.cliftonpark.org) under the government tab. Select request for bid & proposals from drop down menu.

Please use attached bid form

Sealed bids must be received at the Town Clerk's Office at One Town Hall Plaza, Clifton Park, NY 12065, by 2:00 PM on Tuesday March 14, 2023, at which time bids will be publicly opened. Please identify your bid as "2023 pool chemicals".

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

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

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

For information please contact Dan Clemens, Director of Buildings, Parks and Recreation at [dclemens@cliftonpark.org](mailto:dclemens@cliftonpark.org) 518-371-6651 ext. 248





# Town of Clifton Park

## Buildings & Grounds

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

### BID FORM

Date: 3/7/23

Company Name: SARPASS Chemical Co. Inc.

Bid Name: Pool Chemicals

*Please note: You may put in a lump sum price below for the 2023 season and/or choose to breakdown the prices as follows based on the usage estimates listed on the bid document.*

Sodium hypochlorite per gallon: \$3.15

Muriatic acid per gallon: \$10.00

Sodium bisulfate per pound: \$.77

5-gallon container of bleach: \$17.50

Drum deposit: \$10.00

Delivery fuel surcharge: \$75.00

LUMP SUM PRICE OPTION: \_\_\_\_\_

Name/Title: Steve Byrne / Vice President

Signature: Steve Byrne

**JIM FULLER**

Your Trusted Partner for Bulk Chlorine & More!

518-785-5554

adsofalbany@gmail.com

www.americandeliverysolutions.com



1 of Clifton Park  
Buildings & Grounds

Clark, New York 12065 • (518) 371-6651 Ext. 251 • Fax: (518) 371-1136

**BID FORM**

Date: 3/14/23

Company Name: American Delivery Solutions

Bid Name: 2023 Pool Chemicals

*Please note: You may put in a lump sum price below for the 2023 season and/or choose to breakdown the prices as follows based on the usage estimates listed on the bid document.*

Sodium hypochlorite per gallon: \$4.95

Muriatic acid per gallon: \$9.95

Sodium bisulfate per pound: \$1.99 (\$99.50 50lb bag)

5-gallon container of bleach: \$22.50

Drum deposit: 5 gallon \$10.00

Delivery fuel surcharge: \$100 per stop

LUMP SUM PRICE OPTION: \_\_\_\_\_

Name/Title: James Fuller Owner

Signature: \_\_\_\_\_



# Town of Clifton Park

## Buildings & Grounds

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

### BID FORM

Date: March 3, 2023

Company Name: Slack Chemical Co., Inc.

Bid Name: 2023 Pool Chemicals

*Please note: You may put in a lump sum price below for the 2023 season and/or choose to breakdown the prices as follows based on the usage estimates listed on the bid document.*

Sodium hypochlorite per gallon: \$5.25/gallon

Muriatic acid per gallon: \$15.99/gallon

Sodium bisulfate per pound: \$2.99/pound

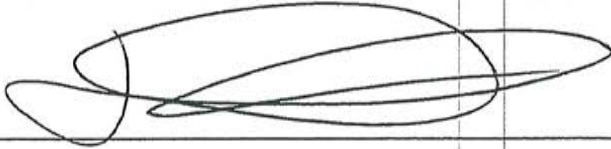
5-gallon container of bleach: \$29.99 each + \$10.00 refundable container deposit

Drum deposit: \$65.00

Delivery fuel surcharge: \$75.00

*LUMP SUM PRICE OPTION:* N/A

Name/Title: Derek Davis, General Manager

Signature: 

NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO 103d  
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK

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

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

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

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

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

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

By submission of this bid, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

Slack Chemical Co., Inc.

Company Name

Signature & Title Derek Davis, General Manager

ALL BIDDERS MUST SIGN THIS  
CERTIFICATION PRIOR TO THE  
OPENING OF THE BIDS.

March 3, 2023

Date



CHEMICAL COMPANY Inc.

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### Equal Employment Opportunity Requirements

The equal employment opportunity requirements of 41 C.F.R. §§ 60-1.4(a)(1-7), 41 C.F.R. §§ 60-250.4(a-m), 41 C.F.R. § 60-300.5(a), and 41 C.F.R. §§ 60-741.4(a-f) (promulgated to enforce Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act, as amended, and the Rehabilitation Act of 1973, respectively) are hereby incorporated by reference. By acceptance of this contract, Seller represents that it will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act, as amended, and the Rehabilitation Act of 1973, including all amendments thereto and regulations there under, unless exempted.

ISO 9001:2008

465 S. CLINTON STREET • P.O. BOX 30 • CARTHAGE, NY 13619-0030 • TEL. 315-493-0430 • FAX 315-493-3931  
SARATOGA DIVISION • 21 GRANDE BLVD. • SARATOGA SPRINGS, NY 12966 • TEL. 518-226-0529 • FAX 518-226-0743  
[www.slackchem.com](http://www.slackchem.com)





**SLACK CHEMICAL COMPANY Inc.**

March 3, 2023

Town of Clifton Park  
Town Clerk's Office  
1 Town Hall Plaza  
Clifton Park, NY 12065

Reference: "2023 Pool Chemicals Bid"

Dear Purchasing Agent,

I would like to formally request a copy of today's bid tabulation(s). Enclosed, please find a self addressed, stamped envelope for return.

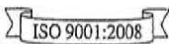
If you would prefer to email or fax this document to us, I have listed the information below.

Email: [slack@slackchem.com](mailto:slack@slackchem.com)  
Fax# (315) 493-3931 (Attn: Jessica)

I thank you, in advance, for your efforts. Should you need to contact me for any reason, you may call me in the office at (315) 493-0430.

Sincerely,

Jessica Putney  
Receptionist  
Slack Chemical Co., Inc.  
465 So. Clinton St.  
Carthage, NY 13619



465 CLINTON STREET • P.O. BOX 30 • CARTHAGE, NY 13619-0030 • TEL. 315-493-0430 • FAX 315-493-3931  
SARATOGA DIVISION • 21 GRANDE BLVD. • SARATOGA SPRINGS, NY 12866 • TEL 518-226-0529 • FAX 315-226-0743

[www.slackchem.com](http://www.slackchem.com)



ESTABLISHED 1944

**RESOLUTION  
# 8**

Resolution No. \_\_\_\_\_ of 2023, a resolution amending the contract with VinMar Solutions for lawn care services for town wide parks and various park districts to add fertilizing of the Town Center Park.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, by resolution 30 of 2018, the Town Board authorized a multi-year fertilization contract with VinMar Solutions for several Town Park and Park district facilities, and

WHEREAS, VinMar Solutions has provided a quote in the amount of \$5,040 to provide fertilization services for the Town Center Park through an amendment to the existing contract, which expires December 31, 2023; now, therefore, be it

RESOLVED that the Town Board hereby authorizes Mr. Clemens to accept the Town Center Park proposal from VinMar Solutions for fertilization services for a cost not to exceed \$5,040 for the term of April 2, 2023 through September 16, 2023 and be it further

RESOLVED that the Town Center Park fertilization services are to be paid from account A-7250-24 (General Fund-Town Center Park- Maintenance)

Resolution No. 30 of 2018, a resolution awarding the bid for lawn care services for town wide parks and various park districts.

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

WHEREAS, sealed bids were received and opened on November 27, 2017 for lawn care services for various areas throughout the town, and

WHEREAS, VinMar Solutions was the sole bidder for lawn care services, and

WHEREAS, the Town Board, acting as Commissioners of the park districts, accepts the bid of VinMar Solutions for the park districts per the attached Schedule A; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes Daniel Clemens, Buildings & Grounds Supervisor, to accept the bid of VinMar Solutions for lawn care services for the various park districts and town wide parks, total cost not to exceed \$28,031 annually, for a term of 6 years through 12/31/2023; and be it further

RESOLVED, that the 2018 contract amounts are to be paid from the following accounts as budgeted:

Clifton Common A7112-24	<b>\$8860</b>	Town Hall A1620-24	<b>\$375</b>
Veterans Park A7024-24	<b>\$1220</b>	Parkside Trails-Soccer Fields A7026-24	<b>\$2775</b>
Barney Road Pool A7150-45	<b>\$525</b>	Locust Lane Pool A7152-45	<b>\$250</b>
Spirit Park A7030-24	<b>\$186</b>	Wyncrest Dev. SP117140-24	<b>\$1625</b>
Addison SP127148-24	<b>\$200</b>	Meadow Estates SP127142-24	<b>\$640</b>
Parklane SP07120-24	<b>\$800</b>	Sherwood Forest SP87125-24	<b>\$1545</b>
Exit 8,9 and 10 Signs A8510-90	<b>\$1080</b>	Settler's Hill – SP137146-24	<b>\$750</b>
Longkill I SP57123-24 (Includes Heidi's Path, Martin Jewett Park, Burning Bush)	<b>\$6500</b>	Burning Bush Pool SP57151-45	<b>\$700</b>

**ROLL CALL VOTE**

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

Noes: None

**DECLARED ADOPTED**

February 5, 2018

\_\_\_\_\_  
Patricia O'Donnell, Town Clerk

<b>2023 New York Property Service Agreement</b>		<b>Vinmar Solutions LLC</b>
<b>Property Serviced</b>	<b>Bill to Information</b>	
Town of Clifton Park Town Center Park Clifton Park, NY 12065	Town of Clifton Park 1 Town Hall Plaza Clifton Park, NY 12065	PO Box 275 Ballston Spa, NY 12020 NYSDEC Pesticide Business Registration # 14954 NYSDEC Certified Applicator # C5657431 # C5602722
<b>Special Instructions</b>		
Includes Entranceways on Maxwell & Moe Roads, turf areas on both side of walking paths, and large center turf section.		
40	<b>Schedule of Services</b>	

Lawn Services	#	Application Dates
<b>(1) Spring Application:</b>		
*Fertilizer	1	(4/02/2023 - 4/22/2023)
	1	(4/23/2023 - 5/13/2023)
<b>(2) Late Spring Application:</b>		
*Fertilizer	1	(5/14/2023 - 6/03/2023)
	1	(6/04/2023 - 6/24/2023)
<b>(3) Summer Application:</b>		
*Fertilizer	1	(6/25/2023 - 7/15/2023)
	1	(7/16/2023 - 8/05/2023)
<b>(3a) Grub Control Application:</b>		
*Preventative Grub Control done in combo w/ summer application	1	(6/25/2023 - 7/15/2023)
		(7/16/2023 - 8/05/2023)
<b>(4) Late Summer Application:</b>		
*Fertilizer	1	(8/06/2023 - 8/26/2023)
	1	(8/27/2023 - 9/16/2023)
<b>(4a) Post Emergent Crabgrass and Nuttall Control:</b>		
*Done in combo w/ late summer application	1	(8/06/2023 - 8/26/2023)
		(8/27/2023 - 9/16/2023)
<b>(5) Fall Application:</b>		
*Fertilizer	1	(9/17/2023 - 10/07/2023)
*Broadleaf Weed Control	1	(10/08/2023 - 10/28/2023)
<b>(6) Tick Control 1:</b>		
*Done in combo w/ late spring application	1	(5/14/2023 - 6/03/2023)
		(6/04/2023 - 6/24/2023)
<b>(7) Tick Control 2:</b>		
*Done in combo w/ summer application	1	(6/25/2023 - 7/15/2023)
		(7/16/2023 - 8/05/2023)
<b>(8) Tick Control 3:</b>		
*Done in combo w/ late summer application	1	(8/06/2023 - 8/26/2023)
		(8/27/2023 - 9/16/2023)
<b>(9) Fall Lime Application:</b>		
	1	

Note: The property owner or owner's agent may request the specific dates or dates of application(s) to be provided and, if so requested, the pesticide applicator or business must inform of the specific dates and include that date on the contract.

Additional pesticide applications will be provided only if the owner or owner's agent provides written authorization. Any additional notices to tenants or others are the responsibility of the owner or owner's agent(s). I have read the front and back of this agreement and fully understand and agree with it's terms.

I acknowledge receipt of the required product information list.

Total Cost and # of Lawn Pesticide Applications	\$ 5,040.00	6	Vinmar Solutions Rep:
Total Cost and # of Non-Pesticide Applications	\$ -	2	Mark Rector/Kevin McCarty

Total Cost of Services (Sales Tax Not Included) \$ 5,040.00 Date: 12/1/2022

Customer Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**RESOLUTION  
# 9**

Resolution No. \_\_\_\_\_ of 2023, a resolution approving an amendment to a Trails Grant Contract with Saratoga County

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, by resolution 36 of 2020, the Town Board authorized a Grant contract for support from the Saratoga County Open Space Grant fund for the acquisition of an Open space parcel at 10-12 Thoroughbred Way, which contract was executed on March 4, 2020, and

WHEREAS, the March 4, 2020 Grant Contract contained certain contingencies relative to two previous Grant Awards for projects that did not proceed, and

WHEREAS, The County of Saratoga and the Town Board wish to amend the March 4, 2020 Grant Contract by eliminating the contingencies relative to the earlier planned projects, and

WHEREAS, The Town Board hereby relinquishes Grant Awards for the two earlier projects as referenced in the amended Contract, attached, now therefore, be it

RESOLVED that The Supervisor is authorized to execute the Amended Grant Contract and related vouchers for the close out of the acquisition project at 10-12 Thoroughbred Way.

Resolution No. 36 of 2020, a resolution approving a grant contract with the County of Saratoga to support the purchase of 10-12 Thoroughbred Way for trail connection

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

WHEREAS, by Resolution No. 258 of 2019, the Saratoga County Board of Supervisors approved the extension of a farmland and open space preservation grant to help support the town's purchase of land from the Clifton Park Water Authority for a trail connection between Mystic Lane and Thoroughbred Way in the Stony Creek Park District, and

WHEREAS, the Farmland and Open Space Preservation Grant will provide up to \$34,450 in funds toward the purchase and related acquisition costs necessary to advance the project, contingent upon the town expending an equal amount in total project costs, and

WHEREAS, the Town Board wishes to accept the grant contract and to approve the purchase of the property; now, therefore, be it

RESOLVED, that the Supervisor is authorized the sign the attached grant contract with the County of Saratoga.

ROLL CALL VOTE

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

Noes: None

Absent: Councilman Whalen

DECLARED ADOPTED

February 18, 2020

---

Teresa Brobston, Town Clerk

## AMENDED AGREEMENT

Amendment #1 to Agreement Dated March 4, 2020.

BY AND BETWEEN,

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

- and -

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

COUNTY and TOWN are collectively referred to in this Amended Agreement as the "Parties" and individually referred to as a "Party."

### RECITALS:

WHEREAS, the Saratoga County Farmland and Open Space Preservation Program was established to provide a matching fund grant program for the purpose of purchasing development or other rights or outright ownership of productive agriculture and open space land; and

WHEREAS, the 2019 Farmland and Open Space Grant award of \$34,450.00 to the Town of Clifton Park included the requirement for a 50% local match by the Town to match the County's grant award value. The estimated purchase price was \$62,000.00 per acre for the 1.03-acre open space/future park parcel (Tax Parcel #283.12-1-92) and the total project costs were valued at an estimated \$68,900.00; and

WHEREAS, the Grant Contract memorializing the grant funding and its acceptance by the Clifton Park Town Board executed on March 4, 2020, are attached hereto as EXHIBIT A; and

WHEREAS, the March 4, 2020, Grant Contract contained certain contingencies' relative to two previously awarded Grants, one from the 2015 Saratoga County Open Space Grant project, and the other from the 2015 Saratoga County Trails Grant Project, and both were identified as contingent upon the Town of Clifton Park:

1. A 2015 Open Space Grant Project award for \$50,000.00, as the project was determined to be no longer feasible, and
2. A 2015 Saratoga County Trails Grant project, with a county award value of \$12,500.00, prior to the Town of Clifton Park seeking reimbursement for the 2019 Farmland and Open Space Grant with county award valued at \$34,450.00; and

WHEREAS, the Town has determined not to proceed with projects associated with the earlier Grant Awards, and wishes to relinquish funding awards associated with both projects, and

WHEREAS, both TOWN and COUNTY therefore desire to amend the Agreement dated March 4, 2020, accordingly; and

WHEREAS, the Town closed on a 1.03-acre open space acquisition which is the subject of the March 4, 2020 Grant Contract, for property at 10-12 Thoroughbred

Way (Tax Parcel #283.12-1-92) on May 12, 2020 (Deed Book 2020; Deed Page 16446), and the Town of Clifton Park now owns in fee simple the 1.03-acre parcel and it is available to the public.

NOW, THEREFORE, the Parties agree as follows:

1. The Saratoga County Board of Supervisors has awarded to the TOWN an amount not to exceed \$34,450.00 towards the Thoroughbred Way property upon the condition that the TOWN contribute no less than a 50% match value of actual costs to serve as a local match towards a total project cost estimated at \$68,900.00.
2. The TOWN hereby relinquishes its 2015 Saratoga County Open Space Grant in the amount of \$50,000.00.
3. The TOWN hereby relinquishes its 2015 Saratoga County Trails Grant in the amount of \$12,500.00.
4. Upon receipt of the TOWN'S duly executed COUNTY voucher, the COUNTY will issue its check payable to the TOWN up to the amount of \$34,450.00 or at least 50% of the value of the actual project costs, as set forth in its grant application for the Saratoga County Farmland and Open Space Preservation Program funding.
5. This Agreement constitutes the full understanding of the parties and is intended to supersede and replace the Agreement between the Parties dated March 4, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO  
FORM AND CONTENT:

By: \_\_\_\_\_  
County Attorney

Date: \_\_\_\_\_

**COUNTY OF SARATOGA**

By: \_\_\_\_\_  
Theodore T. Kusnierz, Jr., Chair  
Board of Supervisors  
Pursuant to Resolution: 307-2022

Date: \_\_\_\_\_

**TOWN OF CLIFTON PARK**

By: \_\_\_\_\_  
Philip C. Barrett  
Town Supervisor

Date: \_\_\_\_\_

Exhibit A

THIS AGREEMENT, made the 4<sup>th</sup> day of March, 2020,  
BY AND BETWEEN

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

-and-

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

WITNESSETH:

WHEREAS, the Saratoga County Farmland/Open Space Preservation Program was established for a matching fund grant program to purchase development or other rights or outright ownership of productive agriculture and open space land; and

WHEREAS, the Saratoga County Board of Supervisors by Resolution 258-2019 has awarded to the TOWN the sum of \$34,450 upon the condition that the TOWN contributes no less than \$34,450 to serve as a local match, plus in-kind donations towards an estimated price of \$62,000 per acre for the purchase of a 1.03 acre open space parcel for the TOWN's Trail Head Park (Tax Parcel #283.12-1-92), with the total project cost estimated at \$68,900. In accordance with the determination of the Land Preservation Committee, the foregoing funding is contingent on the TOWN relinquishing a 2015 Open Space grant award for \$50,000, as the project is no longer feasible, and the TOWN completing its 2015 Saratoga County Trails project for which the COUNTY granted the TOWN an award of \$12,500, prior to the 2019 Open Space grant being paid as both the 2015 Trail and 2019 Open Space projects are related.

NOW, THEREFORE, IT IS AGREED, that upon receipt of the TOWN'S duly executed COUNTY voucher, and the TOWN's satisfaction of the above stated contingencies, the COUNTY will issue its check payable to the TOWN in the amount of \$34,450 to be held in escrow by the TOWN until the closing of the of a 1.03 acre open space parcel for the TOWN's Trail Head Park (Tax Parcel #283.12-1-92) as set forth in its grant application for Farmland/Open Space Program Funding, and it is further

AGREED, that the Deed to the TOWN shall contain the condition that the land shall be held in perpetuity for agriculture, open space, recreation or park purposes, and be it further

AGREED, that the TOWN shall deliver to the COUNTY a copy of the executed original Deed to the TOWN, with evidence of its recording in the Office of the Saratoga County Clerk.

IN WITNESS WHEREOF, the parties have set their hands this 4<sup>th</sup> day of March, 2020.

COUNTY OF SARATOGA

Date: 3/4/20

By: [Signature]  
PRESTON ALLEN, Chairman  
Board of Supervisors, Per Res 258-2019

Town of Clifton Park

Date: 2/19/20

By: [Signature]  
Philip Barrett, Supervisor

APPROVED AS TO FORM AND CONTENT

[Signature]  
County Attorney

## Tom McCarthy

---

**From:** Kemper, Jason <JKemper@saratogacountyny.gov>  
**Sent:** Tuesday, March 21, 2023 11:11 AM  
**To:** Tom McCarthy  
**Cc:** Jeffrey Williams; Nisha Merchant  
**Subject:** RE:  
**Attachments:** Amended Grant Contract per TRM mpn edits 3-17-2023.docx

Ok, here is the agreement with the changes finalized, shoot us copies back when all set and we will get it executed. Thanks for the help.

**From:** Tom McCarthy <TMcCarthy@cliftonpark.org>  
**Sent:** Tuesday, March 21, 2023 10:33 AM  
**To:** Kemper, Jason <JKemper@saratogacountyny.gov>  
**Subject:** RE:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sure.

**From:** Kemper, Jason <JKemper@saratogacountyny.gov>  
**Sent:** Tuesday, March 21, 2023 10:20 AM  
**To:** Tom McCarthy <TMcCarthy@cliftonpark.org>  
**Subject:**

Do you have the Exhibit A?

Jason Kemper  
Director of Planning and Economic Development, Saratoga County  
50 West High Street  
Ballston Spa, NY 12020  
(518) 884-4705  
(518) 884-4780 (Fax)

Email Address: [jkemper@saratogacountyny.gov](mailto:jkemper@saratogacountyny.gov)  
County Website: [www.saratogacountyny.gov](http://www.saratogacountyny.gov)

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RESOLUTION  
# 10

Resolution No. \_\_\_\_\_ of 2023, a resolution hiring staff for the Barney Road Golf Course and for the 2023 Jonesville Summer Half-Day Camp Program.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, the Town Board wishes to hire returning and new staff members for operation of the Town's Golf Course and Jonesville Summer Half-Day Camp Program, and

WHEREAS, Mike Woerner, Director of Parks and Recreation has recommended that the individuals listed in the attached Schedule A be hired; now therefore be it

RESOLVED, that the individuals listed in the attached Schedule A be hired as staff for the Town's Golf Course and Jonesville Half-Day Camp Program for the 2023 summer season; and be it further

RESOLVED, that the staff be paid as indicated on Schedule A.

# SCHEDULE A

## **Barney Road Golf new Staff**

Gerry Del Zotto	\$14.20/ hour	Step 1	A-7190-E4000
Pauline Boehm	\$14.20/ hour	step 1	A-7190-E4000

## **Jonesville ½ day Camp Art Specialist- [Re-Hire]**

Lila Ogle	\$367/week	step 2	A-7310-E9000
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**RESOLUTION  
#11**

Resolution No. \_\_\_\_\_ of 2023, a resolution authorizing the Superintendent of Highways to promote Nicholas Brisson to the position of Working Supervisor within the Highway Department.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, of December 2, 2022, Richard Counterline, the Highway Department's Inventory Specialist, retired and the vacancy was filled by Matthew Farnsworth, which left a vacancy for the position of Working Supervisor, and

WHEREAS, upon Mr. Farnsworth leaving Highway Maintenance operations, a promotion to fill the vacancy of Working Supervisor is being requested to manage the day-to-day tasks of the Highway Department; and,

WHEREAS, Superintendent of Highways, Dahn Bull, has recommended the promotion of the following individual:

<u>Name</u>	<u>Position of Appointment</u>	<u>Address</u>
Nicholas Brisson	Working Supervisor	55 Gretel Terrace, Ballston Lake

WHEREAS, Mr. Brisson has been with the Department for nearly 17 years as a Motor Equipment Operator, where he has become well acclimated with the job duties and practices of the department; now, therefore be it,

RESOLVED, that the Town Board authorize the promotion of Nicholas Brisson to the position stated above, and be it further,

RESOLVED, that Mr. Brisson will be promoted to a Grade 7, Step 2, year 1, a salary of \$66,810.00, and \$32.12/hr., effectively immediately and retroactively to March 22, 2023, to be paid with a transfer as detailed in the attached Schedule A.

# SCHEDULE A

Town of Clifton Park  
Salary Allocation

	Grade	Step	Year	2022 Hourly Rate	Weeks to End of Year	3/22/2023 Hours	Projected to End of Year
<b>New Position</b>							
Nicholas Brisson	7	2	1	32.12	40.6	40	\$ 52,163.00
<b>Current Position</b>							
Nicholas Brisson	5	7	2	30.96	40.6	40	\$ 50,279.00
Additional amount required:							<u>\$ 1,884.00</u>
Transfer funds from:							
Highway Fund - General Construction - Laborer				33 weeks	DA-05110-E4000		<u>\$ 1,531.00</u>
Highway Fund - Snow Removal - Laborer				7.6 weeks	DA-05142-E4000		<u>\$ 353.00</u>
Transfer to:							
					DA-05110-E0233		<u>\$ 1,531.00</u>
					DA-05142-E0233		<u>\$ 353.00</u>

**RESOLUTION**

**#12**

Resolution No. \_\_\_\_\_ of 2023, a resolution hiring seasonal laborers for the 2023 Summer season at the Clifton Park Highway Department.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, Dahn Bull, Highway Superintendent, wishes to hire seasonal laborers for the 2023 Summer season, and,

WHEREAS, Mr. Bull has conducted interviews and driving record reviews, and has recommended the hiring of the following at a rate of \$16.00/hour;

<u>Name</u>	<u>Address</u>	<u>Start Date</u>
Mr. Jason Aubrey	40 Hemlock Drive, Clifton Park	May 8, 2023
Mr. Gregory George	70 St. Andrews, Clifton Park	May 15, 2023

Now therefore be it,

RESOLVED, that the individuals listed above be hired as summer seasonal laborers, at a rate of \$16.00/hour, effective on the dates noted above, to be paid from DA-5110-E4000 (Highway Fund-Highway Construction- Part-time Employee).

**RESOLUTION**

**#13**

Resolution No. \_\_\_\_\_ of 2023, a resolution authorizing the Superintendent of Highways to hire Christopher Cuttita and Tyler Clifford in the Clifton Park Highway Department.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, after the resignation of Nelson Bonesteel (MEO) and Ryan VanGalen (Laborer), two vacancies exist in the Highway Department, and,

WHEREAS, Superintendent of Highways, Dahn Bull, has recommended the hiring of the following individuals:

<u>Type</u>	<u>Name</u>	<u>License Type</u>	<u>Address</u>
New Hire	Christopher Cuttita	Class B	424 Moe Road, Clifton Park
Transfer	Tyler Clifford	Class D	214 Granada Court, Halfmoon

And,

WHEREAS, Mr. Cuttita has a Class B Driver’s License, with two years of experience driving large commercial vehicles, and Mr. Clifford has nearly 10 years of experience working within the Town of Clifton Park, now, therefore be it,

RESOLVED, that the Town Board authorizes the hiring of Christopher Cuttita as Motor Equipment Operator, at Grade 5, Step 1, Year 1, at a yearly salary of \$54,496.00, (\$26.20/hr.), and the transfer of Tyler Clifford from Buildings & Grounds MEO Light to Highway Department Laborer, at Grade 4, Step 3, Year 2, at a yearly salary of \$51,230.00, (\$24.63/hr.), both to be paid from account transfers as detailed in the attached Schedule A, effective at a start date no earlier than Monday, April 10, 2023.

# SCHEDULE A

Town of Clifton Park  
Salary Allocation

		Grade	Step	Year	Hourly Rate	2023	Weeks to End of Year	Hours	Projected to End of Year
MEO Christopher	Cuttita	5	1	1	26.20		38.00	40.00	\$ 39,824.00
									Rounded to: <u>\$ 39,824.00</u>
Transfer funds from:									
Highway Fund - General Construction - Laborer					31 weeks		DA-05110-E4000		<u>\$ 2,595.00</u>
Highway Fund - General Construction - N Bonesteel							DA-05110-E6042		<u>\$ 29,893.00</u>
Highway Fund - Snow Removal - N Bonesteel					7 weeks		DA-05142-E6042		<u>\$ 7,336.00</u>
Transfer to:									
							DA-05110-Exxxx		<u>\$ 32,488.00</u>
							DA-05142-Exxxx		<u>\$ 7,336.00</u>
Laborer Transfer									
Tyler	Clifford	4	3	2	24.63		38.00	40.00	\$ 37,437.60
									Rounded to: <u>\$ 37,438.00</u>
Transfer funds from:									
Highway Fund - General Construction - R VanGalen					31 weeks		DA-05110-E1976		<u>\$ 30,541.00</u>
Highway Fund - Snow Removal - R VanGalen					7 weeks		DA-05142-E1976		<u>\$ 6,897.00</u>
Transfer to:									
							DA-05110-E0448		<u>\$ 30,541.00</u>
							DA-05142-E0448		<u>\$ 6,897.00</u>