


# TOWN OF CLIFTON PARK TOWN BOARD MEETING

August 21, 2023

The Town Board meeting can be viewed live by visiting [www.cliftonpark.org](http://www.cliftonpark.org) Scroll down to click

 ONLINE BOARD MEETINGS

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

**II. Pledge to Flag**

**III. Roll Call**

**IV. Approval of Town Board Minutes**

**V. Communications/Announcements**

**VI. Business**

- **Resolutions for Consideration**
- **Other Business**

**VII. Open Public Privilege**

NOTE:

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

**VIII. Adjournment**

Resolutions for Consideration  
Clifton Park Town Board Meeting  
**August 21, 2023**

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Town Board	Recognition of Manoj Ajmera for his decades-long commitment to improving the quality of drinking water in the Capital Region and for creating opportunities for people of all cultures to share their heritage.	P. Barrett
2. Town Board	Recognition of Dr. William (Bill) Long for over 40 years of commitment to his profession and volunteer service to our community and Saratoga County	P. Barrett
3. Town Board	Recognition of Dr. Hsin-Pang Wang for his lifetime commitment to his profession and volunteer service to our community and the Capital Region	P. Barrett
4. Town Board	Award eight (8) individuals with the 2023 Environmental Stewardship Award	P. Barrett
5. Town Board	Recognition of 32 <sup>nd</sup> anniversary of Ukraine's Independence Day	A. Morelli
6. Town Board	Appropriate \$300,000 from the Highway Unappropriated Fund for 2023 Paving Projects	P. Barrett
7. Planning	Authorize a professional services agreement for the Town's Electric Vehicle charging station and sustainability project	P. Barrett
8. Planning	Appoint Lisa Westrick as a member of the Planning Board	P. Barrett
9. Planning	Authorize the Town to file an electronic application for the Household Hazardous Waste State Assistance Program and sign a master grant contract for the Household Hazardous Waste Day on September 23, 2023	P. Barrett

- |                        |  |            |
|------------------------|--|------------|
| 10. Legal              | Schedule a Public Hearing to consider eliminating an area restriction within the North Crest Village (Tallow Wood) Planned Development District                                | P. Barrett |
| 11. Legal              | Schedule a Public Hearing to consider adopting Local Law No___ amending Town Code Chapter 129 regarding durational limits for Hotel and Motel Occupancy                        | T.McCarthy |
| 12. Legal              | Schedule a Public Hearing to consider amending Town Code Chapter 152 to ban possession or control of firearms in Vischer Ferry Nature Preserve                                 | P. Barrett |
| 13. Legal              | Authorize a Master License Agreement with Cellco Partnership dba Verizon Wireless for the installation of small cell wireless facilities, and to set fees for small cell sites | T.McCarthy |
| 14. Parks & Recreation | Authorize the Town Historian to attend the New York State Historian's Conference per Procurement Policy 10   | P. Barrett |

**RESOLUTION**

**#1**

Resolution No. \_\_\_\_ of 2023, a resolution to honor Manoj Ajmera for the many important contributions that he has made to the Town of Clifton Park.

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

WHEREAS, Manoj Ajmera emigrated from India in 1964 in order to pursue a Master's degree in environmental engineering at the University of Wisconsin, later joining the NYS Department of Health after a brief period in Silicon Valley; and

WHEREAS, as a Clifton Park resident beginning in 1976, Manoj worked as a Senior Sanitary Engineer for 36 years with the DOH, ensuring that NY water plants met the standards and regulations of the state and EPA for good water quality; and

WHEREAS, Manoj partnered with the DOH to create the "Best Drinking Water Taste Contest" for the Capital Region in 1986 which was so successful that it eventually evolved into the "Manoj Ajmera Tap Water Taste Contest" for the entire state of New York in 2021, earning him the honor of the Health Commissioner's Award; and

WHEREAS, in 1972, as a member of an Indian dance group participating in the newly formed Festival of Nations event, Manoj found a connection with others in the Capital Region who enjoyed sharing their heritage and culture. He became a fundamental leader and the Chairman of the festival for over three decades and was honored by the International Center of the Capital Region in 2022 with the Community Service & Philanthropy Award; and

WHEREAS, his dedication to his heritage and culture is evident in his work as a founding member, President and chair of the board of the Tri-City India Association, board member of the Hindu Cultural Center of Albany, and member of the Albany Rotary Club for over fifty years; and

WHEREAS, as a 45-year resident of Clifton Park, Manoj has proudly served his community and been recognized with numerous awards including the Jefferson Award for community service and volunteerism, the Third Age Award, and a "Who's Who" award at the Clifton Park 175<sup>th</sup> Celebration; and

WHEREAS, Manoj continues to serve and plan cultural events and programs for the Indian and Clifton Park community as a member of the Advisory Board of the Saratoga County Office of the Aging, the Board of the International Center of the Capital Region as well as several other clubs and organizations; now, therefore, be it

RESOLVED, that on behalf of the people of Clifton Park, the Town Board awards the Key to the Town to Manoj Ajmera in recognition for his decades long commitment to improving the quality of drinking water in the Capital Region and creating opportunities for people of all cultures to share their heritage.

**RESOLUTION**

**#2**

Resolution No. \_\_\_\_\_ of 2023, a resolution to recognize Dr. William (Bill) Long for the many important contributions that he has made to the Town of Clifton Park.

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

WHEREAS, Dr. and Mrs. Long arrived in Saratoga County in 1972, relocating from California, and immediately focused his professional work and their volunteerism on creating services to involve the community in improving the lives of children and families; and

WHEREAS, Bill's experience as a volunteer was guided by his work as a psychologist. While working at the Saratoga Mental Health Clinic, where he expanded the Youth Services Team, he connected all the psychological, guidance, and social work personnel in the local schools. Bill was instrumental in collaboratively creating the Child Custody and Stress Prevention Program while working at Skidmore College's Mental Health Clinic; and

WHEREAS, in 1981, Bill played a significant role in the creation of what became the Prevention Council, a nonprofit, community-based organization that worked to prevent alcohol, drug, and substance abuse throughout Saratoga County; and

WHEREAS, Bill was one of the original founders of CAPTAIN CHS nearly 50 years ago, working with other volunteers to create after-school programs at local schools, then later growing it to a space at the Clifton Country Mall; and

WHEREAS, having served on the CAPTAIN CHS Board for 40 years and acting currently as a member of the Advisory Committee, Bill has supervised two mergers of the CAPTAIN CHS organization and over 30 programs and services that address the needs of the communities it serves in the areas of hunger, homelessness, economic crisis, support and empowerment; and

WHEREAS, Dr. Long was passionately concerned about teen homelessness which prompted a 10-year journey in search of property to develop into a youth shelter, ultimately forming the Citizen's Committee for a Youth Shelter. His endeavor came to fruition in the Homeless Youth Shelter in Malta, operated by CAPTAIN CHS for 25 years, serving youth ages 13-17 from 8 counties; and

WHEREAS, Dr. Long continues to specialize in clinical psychology at his own practice in Clifton Park while volunteering his time along with his wife Ann, to support and encourage youth based organizations that directly impact runaways and homeless youth. Dr. Long was honored with the 2023 Joseph Dalton Community Service Award; now, therefore, be it

RESOLVED, that on behalf of the people of Clifton Park, the Town Board awards the Key to the Town to Dr. William Long in recognition for his decades-long commitment to his profession and volunteer service to our community and Saratoga County.

RESOLUTION  
# 3

Resolution No. \_\_\_\_ of 2023, a resolution to posthumously honor the important contributions that Dr. Hsin-Pang “HP” Wang made to the Town of Clifton Park.

WHEREAS, Having spent his youth in China and Taiwan, Dr. Wang pursued his graduate studies in mechanical engineering at the University of Florida, meeting his wife Ting-Ting. Together they moved to complete their studies at the University of Rhode Island and married in 1973; and

WHEREAS, Dr. and Mrs. Wang relocated to Albany, NY in 1976 where he began his 34-year distinguished engineering career at General Electric Global Research. During these years, HP held more than 100 patents and invented several technologies, including a breakthrough invention that improves gas turbine efficiency for power generation and significantly reduces carbon dioxide emissions; and

WHEREAS, in 1997 Dr. Wang founded GE’s Asian Pacific American Forum (APAF) which currently has 26 chapters and approximately 6000 members. Additionally, he served as the President of the American Society of Mechanical Engineers, Albany-Mohawk Chapter, comprised of 1000 members; and

WHEREAS, Dr. Wang initiated the Albany chapter of APAPA (Asian Pacific American Islander Public Affairs Association), a national civic engagement organization, passionately working for the civil rights of Asian Americans; and

WHEREAS, as a founder and key leader of the Chinese Community Center, Dr. Wang served as President, board chair, and fundraising chair raising over \$300,000 for a new building and creating a center for cultural and educational programming for Asian Americans in the Capital Region; and

WHEREAS, with his wife Ting-Ting by his side, HP became a lion of Asian activism working tirelessly to break down stereotypes and improve opportunities for the Asian community, earning several civic awards including the L. Kim Memorial award and the Civic Engagement & Citizenship award. He was a leader for his community during the Pandemic, organizing a successful rally entitled “Stop-Asian-Hate” in March of 2022; and

WHEREAS, Dr. Wang passed away on September 6, 2022, leaving behind a legacy of scientific advancements, advocacy, service and friendship, and was a leader for the Asian community and the Capital Region at large; now, therefore, be it

RESOLVED, that on behalf of the people of Clifton Park, the Town Board awards the Key to the Town to Dr. Hsin-Pang Wang in recognition for his decades long commitment to his profession and volunteer service to our community and the Capital Region.

**RESOLUTION**

**#4**

Resolution \_\_\_\_\_ of 2023, a resolution awarding Stuart Feuerstein, Jim Flaherty, Eric Hamilton, Bill Connor, Jr., Lenny Casper, Alicia Jacobs, Ray Seymour, and Kristin Murphy, the 2023 Town of Clifton Park Environmental Stewardship Award for each of their unique contributions of environmental service to the community.

WHEREAS, the Town of Clifton Park's Environmental Stewardship Award is intended to celebrate the hard work and achievements of people who have gone above and beyond to be a leader in environmental initiatives that positively affect the preservation, protection and enjoyment of special and sensitive areas of our Town or who have contributed generally to the successful fostering of Environmental Stewardship principles.

WHEREAS, the Town Board has nominated eight (8) individuals each to be recipients of the 2023 Environmental Stewardship Award: Stuart Feuerstein, James Flaherty, Kristin Murphy, Eric Hamilton, Bill Connor, Jr., Alicia Jacobs, Leonard Casper, and Raymond Seymour, and

WHEREAS, for more than 35 years, Stuart "Stu" Feuerstein, Chairman of the Longkill II Park District, has been a neighborhood community leader advocating for saving the trees at the beloved George T. Smith Park and its beloved playground. He played a key role in an early civic association, which led to his role in the park district, serving as the liaison between the park district and the Town's Buildings & Grounds Department, and over the years, working closely with the Town to identify and develop park improvements, conduct new tree plantings, and currently, he is cultivating a pollinator garden in support of the neighborhood's and habitat needs; and

WHEREAS, for more than 20 years, James "Jim" Flaherty has been volunteering with the Shenendehowa Nordic Club to maintain cross-country ski trails at Kinns Road Park, and more recently, at Garnsey Park; and since 2018 with his role on the Town's Open Space, Trails & Riverfront Committee, he has been an active, invaluable leader in strategic, year-round trails maintenance at Town nature preserves as a member of the Stewardship Subcommittee, conducting behind-the-scenes steps to facilitate trails and preserves improvements in addition to hands-on, too-many-hours-to-count of solo and group fieldwork expeditions, because he cares so deeply about these special places and really wants them to be in great shape for others to enjoy and respect, and

WHEREAS, with a tremendous, energetic focus from 2014-2022, Kristin Murphy contributed a huge amount of her time while her children were young to developing new nature programs for the community, as an active member of the Open Space, Trails & Riverfront Committee, conceiving of the "Things that Go Bump in the Night" guided nature walks event, Learn to Fish Day, and the ever-popular Nature Story Walks Program, all while continuously researching and advocating for other smaller events and projects and continuously supporting, family-friendly nature and environmental activities; and

WHEREAS, since the 1990s, Eric Hamilton has been advocating for the conservation of natural, cultural, scenic, and recreational trail assets of the community, with his leadership with the Mohawk Towpath Scenic Byway Coalition, Inc., the Mohawk Towpath Byway Duathlon (of a run/bike/run road race) every October on scenic, Riverview Road, the creation of the 1999

Clifton Park Trails Master Plan and the subsequent Joint Use: Trails Master Plan for the Byway through Halfmoon and Clifton Park, his long-time leadership with the Shenendehowa Rotary and its youth INTERACT club and their role in planting trees and leading trail improvements at Garnsey Park, and through offering annual series of Moonlight Ski Events at the Vischer Ferry Nature & Historic Preserve and cross-country skiing lessons at Clifton Common, to name just a few highlights; and

WHEREAS, an active member of the Open Space, Trails & Riverfront Committee since 2012, William “Bill” Connor, Jr. has been thinking about the environmental design of Clifton Park since he was in college, and has been an inspiration in the Town’s actions for not only the public planning projects in the Town Center Area but also in the implementation of the Town Center Form-Based Code, the Town Center Park Master Plan, and in the design details for the creation of the Town Center Park that opened to the public last Fall 2022, and

WHEREAS, for 10 years, Alicia Jacobs, a marketing and communications professional, has been volunteering as a member of the Town’s Open Space, Trails & Riverfront Committee sharing her passion for clear communication and photography, taking photos of people and nature, and leading the Communications Subcommittee with content for productive, positive messages, offering expert recommendations for website improvements and social media consideration, including lending strong marketing support to the community on the Town’s securing the lands that have formed the new Town Center Park, among other public nature events and activities, and

WHEREAS, since 2018, Leonard “Lenny” Casper jumped into his appointment to the Open Space, Trails & Riverfront Committee, conducting regular assessments of the many nature preserves and conditions from a public safety and maintenance perspective, leading a mission to refine trail routes and install upgraded trail markers at Veterans Memorial Park & Mooney Carrese Forest, focusing erosion restoration efforts south of Kinns Road Park, and overall helping find doable improvements and solutions utilizing volunteer groups with strategic help from town staff, and

WHEREAS, Raymond “Ray” Seymour, has been a thoughtful leader in open space conservation since the 1990s at the Saratoga County regional level as well as locally in Clifton Park, helping establish the Land Trust of the Saratoga Region, then Saratoga P.L.A.N., as well as his roles advocating for Clifton Park’s unique environment and open space through Friends of Clifton Park Open Space, and since 1999, with roles on the Clifton Park Open Space Planning Committee, and, ever since 2006, the Town of Clifton Park Open Space, Trails & Riverfront Committee, serving on the Acquisition Advisory Subcommittee and leading the Stewardship Subcommittee, always as a voice of reason and respect for others, in considering the balance of growth and development with a strong conservation vision for the community and greater region; now, therefore, be it

RESOLVED, that the Town Board commends everyone for their efforts and initiatives dedicated to helping Clifton Park conserve and celebrate the community’s environment in their own special way; and be it further

RESOLVED, that the Town Board congratulates Stuart "Stu" Feuerstein, Jim Flaherty, Kristin Murphy, Eric Hamilton, Bill Connor, Jr., Alicia Jacobs, Lenny Casper, and Ray Seymour as the 2023 recipients of the Town of Clifton Park Environmental Stewardship Award.

**RESOLUTION**  
**#5**

Resolution No. \_\_\_\_ of 2023, a resolution to commemorate Ukraine's Independence Day.

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

WHEREAS August 24, 2023 marks the 32nd anniversary of Ukraine's declaration of independence from the Soviet Union

WHEREAS Russia invaded this sovereign democracy on February 24, 2022; and

WHEREAS the Russian invasion of 2022, and the previous eight years following Russia's seizure of Crimea and military intervention in eastern Ukraine, has left several hundred thousand dead, nearly a quarter of them civilians, and

WHEREAS Russia has targeted civilian areas including train stations, hospitals, office buildings, apartments and public markets, as well as 260 cultural heritage sites, and

WHEREAS the residents of Clifton Park have consistently supported Ukraine's work to build healthy and vibrant democratic institutions and have assisted with broad-based financial and moral support during the war with Russia, and

WHEREAS Ukrainians have demonstrated their commitment to core democratic principles since their independence from the Soviet Union in 1991, and

WHEREAS the Town of Clifton Park stands in solidarity with the Ukrainian people because of their commitment to democracy, supports their right to defend freedom and repel aggressors, regain full sovereignty, and resume their rightful place among the European community and peaceful democracies of the world; now, therefore, be it

RESOLVED, that the Town Board commemorates and celebrates the 32<sup>nd</sup> anniversary of Ukraine's Independence Day.

**RESOLUTION**

**#6**

Resolution No. \_\_\_\_ of 2023, a resolution authorizing additional Town road paving up to \$300,000 from the Highway Fund and amending the Highway Superintendent's 2023 Paving Budget report per the approved Section 284 agreement.

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

WHEREAS, by Resolution No. 186 of 2023, the Town Board approved an agreement with the Highway Superintendent pursuant to NYS Highway Law 284 for the 2023 Paving Budget and paving season, and

WHEREAS, The Town Board wishes to add funds to the 2023 Highway Paving Budget for the purpose of including Westchester Drive, Carriage Road, and adjoining Courts of Westchester, Lexington, Equinox and Hawthorne to the approved 284 agreement, now be it

RESOLVED, that authorization is hereby granted to the Comptroller to transfer an amount not to exceed \$300,000 from DA-00915 (Highway Assigned Unappropriated Fund Balance) to DA-5110-00030 (Highway-Paving & Blacktop), for the additional paving projects planned for 2023, and be it further

RESOLVED, that the streets shall be paved during the 2023 paving season, using the mill and pave method already specified for all other streets currently named in said agreement, and the Highway Superintendent shall add these streets to the 284 agreement list for 2023, and be it further

RESOLVED, that the approved Highway Law §284 agreement is amended accordingly, and the Clerk is asked to keep and file a copy of this resolution with the 284 agreement as approved on August 7, 2023.

RESOLUTION  
# 7

Resolution No. \_\_\_\_\_ of 2023, a resolution authorizing a professional services agreement for an Electric Vehicle (EV) charging station and sustainability project and authorize a transfer for Contingency.

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

WHEREAS, the Town wishes to provide public-facing chargers for electric vehicle drivers at the following three locations,

- a. Town Center Park – Moe Road Parking Area
- b. Clifton Common
- c. Clifton Park Town Hall, and

WHEREAS, the Town issued a Request for Qualifications (RFQ) earlier this year for EV Charging Station Design and Installation Services from qualified professional firms, and

WHEREAS, fourteen RFQ responses were reviewed, scored and ranked by select Town Staff and Town Officials, and

WHEREAS, PlugIn Stations Online, LLC (PISO) received the highest score and ranking in this review, and

WHEREAS, John Scavo, Director of Planning & Zoning, has communicated four positive references for similar municipal projects completed by PISO, and

WHEREAS, the estimated cost for each station after incentives are paid directly to the installer are \$180.00 for each station, and

WHEREAS, that design and installation service expenses for this project are reimbursable after the Town satisfies the conditions required by the applicable state and federal incentive programs; now, therefore, be it

RESOLVED, that based on the RFQ Scoring Matrix, the Town Board authorizes the Supervisor to enter into an agreement for professional services with PISO; and be it further

RESOLVED that after receipt of all eligible grant reimbursements from state and federal agency partners, the Town's actual local share due for this project is expected to be minimal; and be it further

RESOLVED, that the Comptroller is authorized to pay the remaining balance due for each substation in an amount not to exceed \$600.00, to be charged with a transfer from Contingency to A-8410-200 (General Fund-Electric and Power- Equipment); and be it further

RESOLVED that upon execution of the PISO professional services agreement, the Town Board authorizes Town Staff from the Planning & Zoning Department and Buildings & Grounds

Department to work with PISO for implementing this EV charging station and sustainability project.

# ELECTRONIC RESOLUTION REQUEST

Please type in this form. Scan and attach all backup materials.

Must be submitted by email to [mspringli@cliftonpark.org](mailto:mspringli@cliftonpark.org)

CC: [jspiegel@cliftonpark.org](mailto:jspiegel@cliftonpark.org)

SOURCE (DEPARTMENT): Planning CONTACT: PBarrett

REQUESTED MEETING DATE: 08/21/2023 (Subject to approval. Submissions received after NOON on the deadline date\* may be delayed to the next meeting)

## BRIEF DESCRIPTION

Allow for a professional services agreement with PISO for the installation and design of EV charging stations at three Town Facilities:

1. Clifton Common
2. Town Hall
3. Town Center Park

Piso ranked highest based on 14 RFQ responses reviewed and scored by Town Staff.

Town will pay in first instance for EV Charging Infrastructure but will receive federal and state reimbursement for the majority of costs incurred. Local share will be de minimums based on current grant funding programs and incentives.

BUDGET #: TBD  
BUDGET DESC: EV Charging Stations  
\$ AMOUNT: 1,000.00

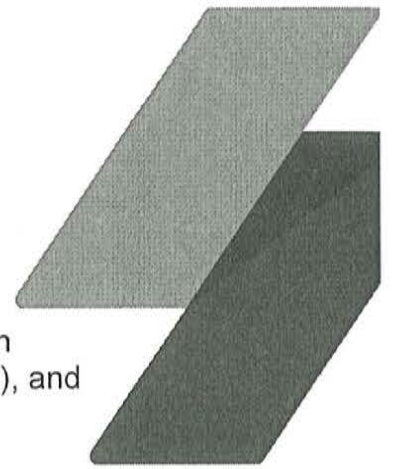
**\*\*Please contact Comptroller x233 to verify Budget Line and #. Resolution Requests without verified funding sources will not be placed on an agenda**

## ADDITIONAL COMMENTS/DETAILS

Supporting Documentation includes:

1. Draft Resolution
2. Draft Agreement
3. Quote for 499 Moe Road (Town Center Park) \$180.00 out of pocket anticipated after reimbursements from state and federal incentives.
4. RFQ Scoring Summary Dashboard
5. PISO RFQ Response
6. Written reference checks.

*\*Typical Submission dates are Wednesday prior to the meeting, however, may be subject to change due to holiday schedules.*



## EV Infrastructure Project Agreement

This EV Infrastructure Project Agreement (“Agreement”) is made and entered into as of August 25, 2023 (the “Effective Date”), by and between PlugIn Stations Online, LLC, a New York corporation (“PISO or Supplier”), and the Town of Clifton Park, a local governmental entity (“Buyer”).

### RECITALS

PISO is the developer, installer, distributor of certain EV charging products and project manager of EV Infrastructure projects (“Project”) as well as certain ancillary service products related thereto (the “Services” and, together with the Project, the “PISO Products”).

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The following terms and conditions apply to the Agreement. No terms or conditions other than those stated, and no agreement or understanding, oral or written, purporting to modify these terms and conditions or this Agreement is binding on Supplier unless signed by an authorized representative of Supplier, who Buyer acknowledges are the only individuals authorized to act on behalf of Supplier. Buyer hereby agrees to these terms and conditions for all purchases of Goods and Services from Supplier.

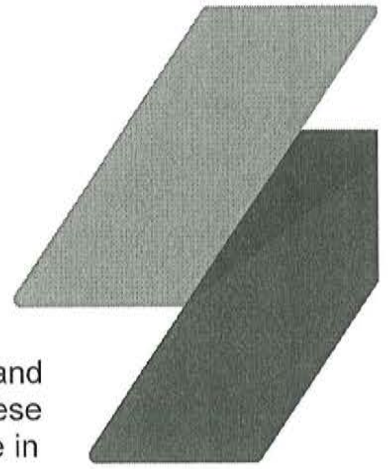
#### I. Definitions

- A. “Supplier” is PlugIn Stations Online, LLC.
- B. “Buyer” is the party purchasing Goods and/or Services directly from Supplier as identified on this Agreement.
- C. The term “Goods” means electric vehicle (EV) charging stations, mounting components, protective bollards, transformers, millbanks and applicable electrical conduits, fittings and wire necessary to install the EV charging station and complete the Project as specified in the RFQ.
- D. The term “Services” means contracted work to be performed to prepare for the installation of EV charging stations.

#### II. Payment

- A. The Contract Price is the amount set forth on the Agreement, any amounts shown on a Change Order, and all other amounts due to Supplier under these terms and conditions, all of which Buyer agrees to pay. Supplier will not ship the Goods or conduct Services until Buyer has paid the required deposit amount of the Contract Price, and Buyer agrees to pay the delta of the full Contract Price upon activation of the EV charging stations.
- B. If Buyer delays this order or places it on hold, the order will be subject to additional charges.





C. Buyer agrees that any changes that Buyer makes to the engineering details or scope of work after this Agreement is accepted ("Change Order") are subject to additional charges and may subject the Agreement to repricing. These additional charges may include increased charges for labor, delays, design and engineering work, materials, shipping, storage, or surcharges. These additional charges will be added to the Contract Price and are due in the same proportions and at the same times as other payments required under this Agreement.

III. ACCEPTANCE: This offer made by Supplier to Buyer is conditioned upon Buyer's agreement to these terms and conditions and shall constitute an agreement binding upon Supplier only when signed by Suppliers authorized representative. The person preparing this Agreement may not be authorized by Supplier to accept or modify the Agreement. If the offer is not accepted, for whatever reason, Supplier's only obligation shall be to return the Deposit to Buyer. Cashing or processing of deposits in no manner binds Supplier to acceptance of this Agreement.

IV. PAYMENT TERMS/SCHEDULE:



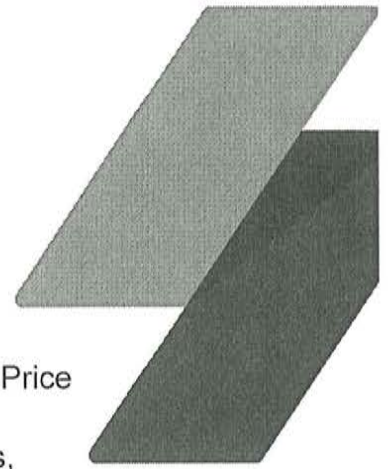
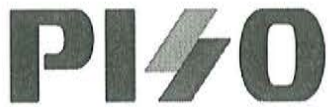
(855) 467 - 3751



info@pisoev.com



www.pisoev.com



- A. DEPOSIT: At the time that Buyer signs this Agreement, Buyer agrees to pay 50% of the total Contract Price (Due upon receipt)
- B. MILESTONE: Upon completion of construction, prior to utility interconnect, Buyer agrees to pay 45% of the total Contract Price (Due net 15)
- C. FINAL: Upon final interconnection and activation of stations, Buyer agrees to pay 5% of the total Contract Price (Due net 15)
- D. Buyer agrees that no retainage is permitted for any reason. All payments to Supplier shall be made by ACH, or wire transfer. If funds are not guaranteed, the payment must clear before Supplier will ship Goods or begin installation.
- E. Supplier, in its sole discretion, shall have the right to set and modify additional payment terms or methods at any time. Special orders, Change Orders, and orders requiring the purchase of components from third-party vendors may require a Non-Refundable Deposit, payment in full in advance, or different payment terms.
- F. Buyer will pay PISO a late charge of 1.5% per month, or the highest rate permitted by law, whichever is lowest, compounded monthly, on amounts unpaid after the due date, both before and after judgment, until such amounts are paid in full.

V. TAXES: Unless otherwise specified, taxes are not included in the Contract Price and will be paid by Buyer. The Contract Price is subject to increase, without notification, by the amount of any federal, state or local taxes due as a result of this transaction. Buyer agrees to pay Supplier the amount of any sales, use, or similar tax applicable to the transaction. Applicable taxes will be charged unless appropriate documentation is submitted to Supplier authorizing exemption from payment of taxes prior to acceptance of this Agreement.

VI. SPECIFICATIONS:



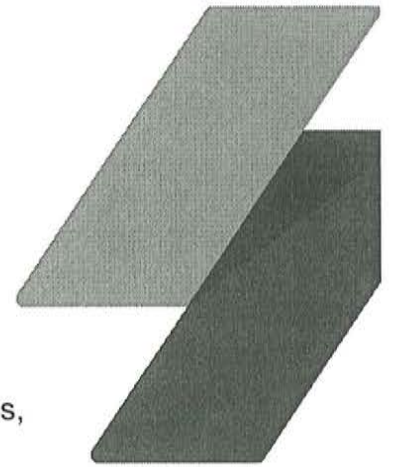
(855) 467 - 3751



info@pisoev.com



www.pisoev.com



A. Buyer agrees that any order accepted by Supplier constitutes the exclusive statement of the specifications of the Goods and Services furnished under this Agreement. Buyer bears the sole responsibility for determining the use of the building in which the Goods will be incorporated. Supplier will be responsible for ensuring compliance with applicable building codes, and other statutory and regulatory requirements pertaining to the Goods.

B. Buyer is solely responsible for correcting any nonconformity between the specifications appearing in the Agreement accepted by Supplier and the products required by Buyer. If Buyer fails to adequately, fully, and correctly provide all applicable drawings and specifications, zoning requirements, building codes, environmental, soil, and site conditions, or other requirements or conditions that impact the design, engineering, and manufacturing of the Goods, Buyer agrees that the Agreement may be subject to repricing and agrees that it is solely responsible for and shall pay any resulting increased design, engineering, manufacturing, or other costs, expenses, and charges (including any delay charges). All additional charges due under this section shall be added to the Contract Price and due in the same proportions and at the same times as otherwise required under this Agreement.

VII. **CHANGE ORDERS:** No Change Orders shall be valid until accepted in a writing signed by Buyer and an authorized representative of Supplier. Verbal Change Orders are not valid. If the requested changes result in pricing changes to the Agreement, Supplier will provide Buyer with a Change Order form documenting the Change Order (the "Change Order Form"). The Buyer must sign and return the Change Order Form to Supplier for the change to become a valid part of any Agreement. Buyer agrees to pay all additional charges and deposits associated with any Change Order, and Buyer agrees to pay all charges caused by any delay in fabrication or shipment associated with a Change Order. These additional charges may include increased charges for labor, design and engineering work, steel, materials, shipping, storage, or surcharges. In addition, Buyer acknowledges and agrees that the entire Agreement may be subject to repricing when Buyer requests that Supplier approve a Change Order.

VIII. **BUYER CANCELLATION:**

A. Buyer may cancel this Agreement, without any penalty or obligation, by delivering notice to Supplier within three (3) business days from the earlier of: (1) the date that this Agreement is signed by Buyer, or (2) the date that Supplier receives Buyer's Deposit. Buyer agrees that its cancellation of this Agreement at any time after the three-day rescission period has elapsed shall constitute a breach of contract and shall subject Buyer to the remedies set forth in this Agreement.





B. If you cancel within the three-day cancellation period, any property traded in, any payments made by you under the contract, and any negotiable instrument executed by you will be returned within ten (10) business days following receipt by Supplier of your cancellation notice, and any security interest arising out of the transaction will be canceled.

C. After the three-day rescission period has elapsed, Buyer may only cancel this Agreement upon written notice to Supplier and upon the payment of Supplier's cancellation charges, which shall include (i) forfeiture of a Non-Refundable Deposit in the amount of \$500.00 Dollars (Five Hundred); and (ii) all additional costs incurred but unpaid at the time of cancellation, including, but not limited to, (a) payment for any Goods fabricated prior to Supplier processing the cancellation; (b) costs of order processing, detailing, and drawings; (c) all manufacturing, labor, overhead, and material costs; (d) all storage, loading and freight costs; (e) a reasonable proportion of Supplier's anticipated lost profits on the Order, as determined by Supplier in its reasonable discretion; and (f) any indirect, incidental, special, or consequential damages caused by the cancellation. No cancellation is valid until approved and accepted in writing by Supplier's authorized representative.

D. If you cancel, you must make available to Supplier in substantially as good condition as when received, any Goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of Supplier regarding the return shipment of the Goods at your expense and risk. If you do make the Goods available to the Supplier and Supplier does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the Goods without any further obligation. If you fail to make the Goods available to the Supplier, or if you agree to return the Goods to Supplier and fail to do so, then you remain liable for performance of all obligations under contract.

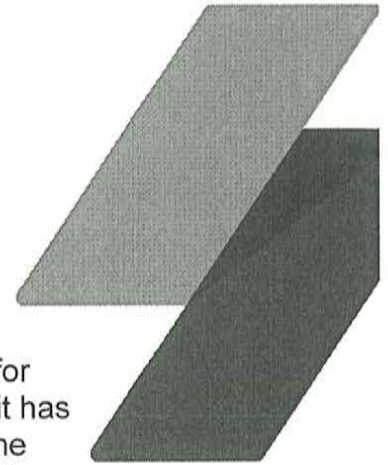
## IX. ORDERING OF GOODS & SCHEDULING OF SERVICES

A. After Buyer has signed this Agreement and paid the Deposit, Supplier will proceed with applying for necessary permits and send Buyer necessary documents and schedule for the Goods and Services within 2 weeks from Contract signature or as dictated/limited by local requirements.

B. If Buyer delays this order or places it on hold, Supplier, in its sole and absolute discretion, may reprice the order for a Buyer Delay.

C. If Buyer delays the schedule of the Goods or places this order on hold prior to the shipment of the Goods or schedule of the Services, Supplier may change payment terms and increase the Contract Price by any additional costs incurred by Supplier.





D. If Buyer wishes to hold for full utility or governmental incentive approval, Supplier will not order the Goods or schedule Services until it receives the Authorization to Proceed. By providing Authorization to Proceed, Buyer certifies that it has obtained all utility or governmental incentive consents necessary for ordering of the of the Goods and scheduling of the Services; that it has obtained financing, or has actual cash on hand, sufficient to pay the full Contract Price and pay for the installation of the Goods and will, upon request of Supplier, provide written confirmation of same; and that it has constructed all foundation or other support structures and related facilities necessary for the installation of the Goods in compliance with the Supplier drawings.

E. In the event of a conflict between the specifications contained within the submitted drawings/photos and the specifications of this Agreement, the specifications within the submitted drawings/photos shall govern.

## X. SHIPMENT AND DELIVERY:

A. Transportation arranged by Supplier shall be F.O.B. place of shipment. Supplier shall not be responsible for loss or damage to Goods that occurs after tender for pick up or delivery. Buyer agrees to bear the risk of loss or damage to the Goods at the earlier of the time the Goods (1) are duly delivered to the carrier, or (2) are duly tendered to Buyer for delivery. Community Freight will be used unless Buyer specifies otherwise. Buyer agrees to pay all handling, freight, and insurance charges from the point of shipment (as specified in the RFQ).

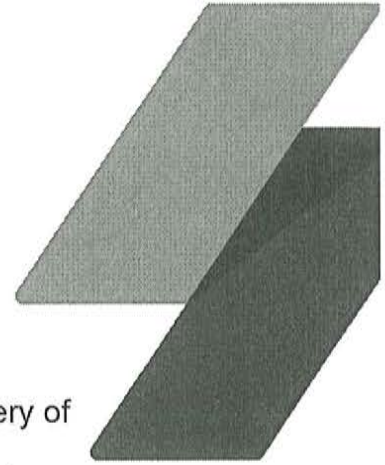
B. Delivery shall be scheduled by Supplier within a reasonable time after acceptance of the Agreement by Supplier.

C. Delivery schedules will be extended due to any Buyer delays, including but not limited to, approval delays, order clarifications or revisions requested by Buyer, engineering or design changes requested by Buyer, or design, fabrication, or delivery holds requested by Buyer ("Buyer Delay"). If shipment of the Goods is delayed because of a Buyer Delay, Supplier may change payment terms and increase the Contract Price by any additional costs incurred by Supplier. These additional charges may include increased charges for labor, design and engineering work, materials, shipping, storage, or surcharges up to the date of shipment.

D. Buyer agrees that Supplier shall not be responsible or financially liable for a Buyer Delay or any of Buyer's costs or damages of any kind that result from a Buyer Delay whether the Buyer Delay is before or after installation.

E. If Supplier's shipment of Goods is delayed for any reason, including, but not limited to, the request of Buyer or a Force Majeure Event, for a continuous period of thirty (90) calendar days or more, the Contract Price shall be subject to re-pricing by Supplier to reflect any increases in labor, design and engineering work, materials, shipping, storage, or surcharges, which Buyer hereby agrees to pay.





F. Supplier will attempt to make complete delivery, but reserves the right, without penalty for additional equipment or unloading costs, to make partial shipments of the order. Supplier's failure to make any shipments does not constitute a cause for cancellation or damages of any kind.

G. In the event that Buyer refuses to schedule or accept delivery of Goods for more than 60 days, Supplier may, in its sole discretion, liquidate the Goods by resale. Even if Supplier liquidates the Goods by resale, Buyer agrees to remain responsible for any and all liabilities, costs, charges, and deposits due under this Agreement.

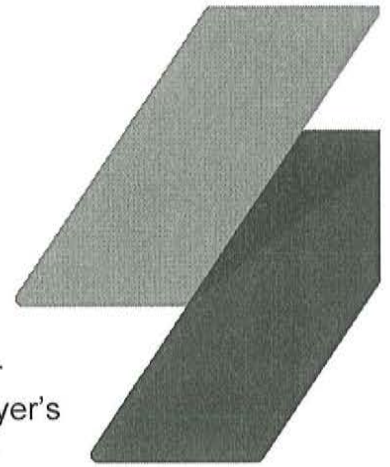
H. Supplier shall not be responsible for loss or damage to Goods after delivery to the carrier or pick-up by Buyer. Buyer is responsible for verifying that the Goods listed on the Bill of Lading are received. Upon delivery, Buyer must strictly inventory Goods for shortages or damage and note any discrepancies in writing on the Bill of Lading. In order to be valid, claims with respect to missing or damaged Goods must be submitted to the delivery driver in writing and a copy sent to Supplier. Failure by the Buyer to document a shortage or damaged Goods on the signed Bill of Lading at the time of delivery or pickup shall waive any claim of such shortage or damage. It is Buyer's responsibility to retain a copy of the Bill of Lading documenting any shortage or damages, and loss of the Bill of Lading shall result in a waiver of any right to claim any shortage or damage.

I. From time to time, items are occasionally omitted from estimates or invoices, including, without limitation, charges or costs for third-party components incorporated in the Goods or fees for design, engineering, or administrative services required to provide the Goods. To the extent any such items are included in the final Goods, or any such services are necessary or appropriate in order to provide the Goods as described in this Agreement, but such items or services were inadvertently omitted from the original estimate, Agreement, or invoice, Buyer agrees that the costs, fees, or charges for such items or services shall be added to the invoice or Agreement as appropriate, and Buyer shall pay such amounts upon request of Supplier together with the other amounts due hereunder.

## XI. SUPPLIER TERMINATION AND REMEDIES:

A. The remedies of Supplier set forth in this Agreement above are cumulative with any other rights or remedies Supplier may have under law.





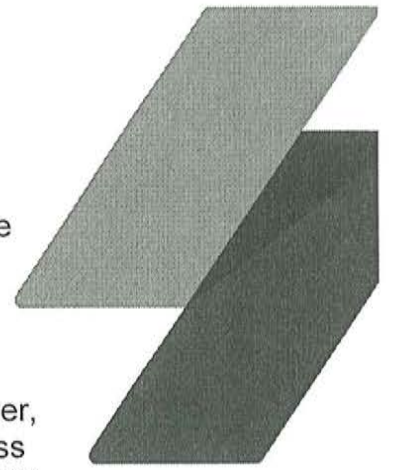
B. In addition to other remedies outlined in this agreement, if (i) Buyer fails to make any payment when due and owing; (ii) Buyer is in default under, or commits a material or anticipatory breach of this Agreement that is not cured within five days after written notice is sent by Supplier; (iii) Buyer becomes insolvent, or enters voluntary or involuntary bankruptcy or receivership; (iv) Buyer's financial condition becomes impaired or jeopardized, in Supplier's sole judgment; (v) Buyer causes a Buyer Delay; or (vi) Supplier suspects Buyer may have difficulty paying the Contract Price, then Supplier shall have the right (without prejudice to any other rights or remedies it may have under this agreement or by operation of law) to terminate the Agreement, and Buyer shall be obligated to immediately pay Supplier for all costs incurred by Supplier, plus the entire amount of Supplier's profit on the Agreement, and all other costs and expenses incurred by Supplier. In addition, Supplier shall have the right to seek all remedies available, at law or in equity.

C. If Supplier must take any action to enforce the terms of this Agreement or collect or secure any indebtedness due under this Agreement, Buyer agrees to pay all of Supplier's reasonable attorney's fees and costs, all costs of collection, lien expenses, late charges, and interest from the date of breach.

## XII. INDEMNIFICATION AND LIABILITY LIMITATION:

A. Buyer agrees to indemnify, defend, and hold harmless, Supplier, its affiliates, and their authorized representatives, directors, employees and representatives from and against any and all damages, losses, claims, suits, proceedings, and liability of any kind for injuries or loss to persons or property, fines, product liability, or any other liability of any kind under any legal theory of liability, including all damages, costs, expenses, legal and otherwise (collectively, "Damages"), without limitation for Supplier's sole negligence, arising from or relating to (i) the Goods sold under this Agreement; (ii) noncompliance with Supplier's installation plans and specifications; (iii) negligent or faulty installation of the Goods by Buyer or its subcontractors; (iv) inadequate structural systems, connections, or bracing provided by others; or (v) any breach of any of Buyer's obligations under this Agreement. Supplier has the right to select its legal counsel notwithstanding Buyer's obligation to pay the fees, costs, and expenses incurred by such legal counsel.





B. Buyer agrees that under no circumstances shall Supplier be liable for, and Buyer waives all rights to recover, indirect, incidental, special, exemplary, punitive consequential or liquidated damages for lost profits, lost sales, lost business opportunities, injuries to persons or property, construction or completion delays, recommendations of installers provided to Buyer, the installation of the Goods, labor or overhead expenses, business interruption, or any other type of consequential, incidental, or special loss in connection with this Agreement whether the remedy is based upon direct action, a suit for contributions or indemnity, or otherwise; whether arising out of contract, tort (including negligence), product liability, strict liability in tort, or any other cause of action; and whether the damages occur before or after installation of the Goods.

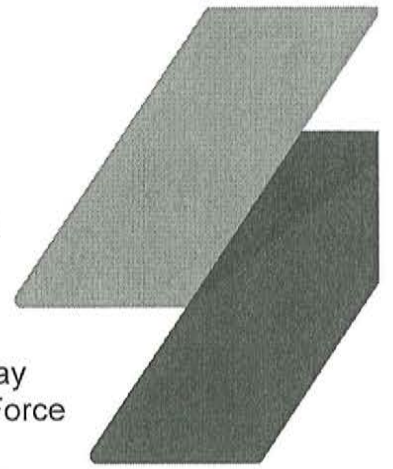
C. Buyer agrees that the total liability of Supplier on any claim, whether in contract, tort (including negligence) or otherwise, arising out of, connected with or resulting from the fabrication, transportation, delivery, installation, use, occupancy, repair, maintenance, or replacement of any Goods sold under this Agreement will not exceed the price allocable to the Goods or any part thereof which give rise to the claim.

D. Buyer agrees that its failure to timely pay any invoice will constitute a waiver of any and all causes of action, including future causes of action, whether known or unknown, including, but not limited to, indemnity, contribution, breach of contract, equitable, and warranty claims arising from or related to this Agreement.

XIII. **BUYER INSURANCE:** Buyer agrees that upon tender of the Goods for delivery or pickup, or notice of storage by Supplier, Buyer shall procure, maintain and keep in force, property, casualty, and any other property insurance to protect the Goods from all insurable losses, and to the full extent that such insurance is available, waives any and all rights of subrogation, including without limitation, legal, equitable and contractual claims, against Supplier. Buyer will maintain insurance coverage in the amounts (a) required by applicable laws, (b) appropriate for the projects undertaken by Buyer, and (c) necessary to insure the obligations and provisions of these terms and conditions. Buyer agrees to provide Supplier certificate(s) evidencing such coverage when requested.

XIV. **NO THIRD-PARTY BENEFICIARIES:** No provision of this Agreement is intended to create a third-party beneficiary or confer rights upon any person or entity other than Supplier and Buyer.





XV. **FORCE MAJEURE:** Supplier shall not be liable to Buyer or to any third parties for whose use any of Buyer's orders are intended, or for any penalties, damages (whether liquidated or unliquidated), claims, or any other losses occasioned by Supplier's failure or delay in preparing plans or in making tender of or fabricating any order if such failure or delay results from causes or events beyond Supplier's reasonable control (a "Force Majeure Event"), including, but not limited to, fires, floods, storms, hurricanes, casualty losses, accidents, pandemics or epidemics, or other acts of God, strikes, labor disputes or difficulties, acts or requirements of government or civil authority, riot, war, terrorism, sabotage, embargo, machinery break down, truck shortage or any transportation delay or difficulty, inability to obtain labor or raw materials, delays of third-party vendors, delayed manufacturing or shipment of Goods by third parties, plan approvals which are not timely returned by Buyer, or any other act or omission of Buyer.

XVI. **WARRANTY:** Supplier certifies to Buyer that its Goods, when properly installed, will be consistent with Supplier's specifications and will be free from defects in material or workmanship for one (1) year from the date the Goods are tendered for delivery. Buyer's exclusive remedies, claim procedure, and the terms, conditions, limitations, and exclusions of Supplier's warranty are outlined in the warranty provided to Buyer, which is incorporated by reference into this Agreement.

XVII. **GOVERNING LAW; VENUE:** The construction, interpretation and performance of this Agreement, warranty, and any related transactions are governed by the laws of the State of New York without regard to its choice of law principles. Each party to this Agreement waives its rights to a jury trial of any claim or cause of action based upon, arising out of, or related in any way to this Agreement, the warranty, and the transactions governed by these terms and conditions. Supplier and Buyer agree to submit to the exclusive personal jurisdiction and venue of the District Court for the County of Saratoga New York for the resolution of all disputes based upon, arising out of, or related in any way to this Agreement, the warranty, and the transactions governed by these terms and conditions. Buyer expressly waives the claim or defense therein that such courts constitute an inconvenient forum.

XVIII. **LIMITATION PERIOD AND ACCRUAL DATE:** No legal claim, cause of action, or suit relating to this order may be brought by Buyer against Supplier after the expiration of one year from the date of tender of the Goods to Buyer for delivery. The parties agree that all causes of action against Supplier, including but not limited to actions in equity or for breach of contract, indemnification, or contribution, relating to this Agreement will be deemed to have accrued and the limitation period will commence to run not later than the date that Supplier tenders the Goods to Buyer for delivery or stores the Goods because of a Buyer Delay.



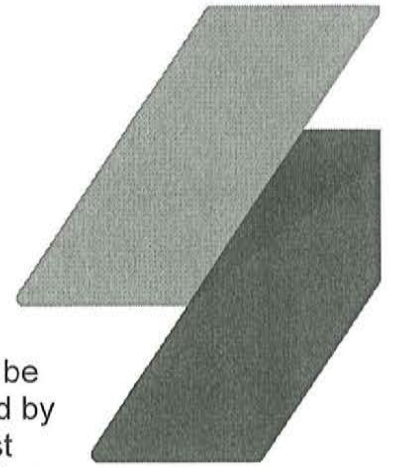
(855) 467 - 3751



info@pisoev.com



www.pisoev.com



XIX. AMENDMENTS AND REVISIONS: This Agreement represents the final agreement between the parties and may not be modified or supplemented by evidence of prior, contemporaneous or subsequent oral agreements of the parties, by the parties' course of dealing, or in any other way. This Agreement and these terms and conditions may not be modified verbally and may be modified or revised only in writing executed by Buyer and an authorized representative of Supplier. Change Orders must be in writing, signed by Buyer and an authorized representative of Supplier. Change Orders cannot be modified verbally or by text message. Buyer agrees that Buyer has received all documentation pertinent to this Agreement. No oral agreements exist between Supplier and Buyer that vary these terms and conditions.

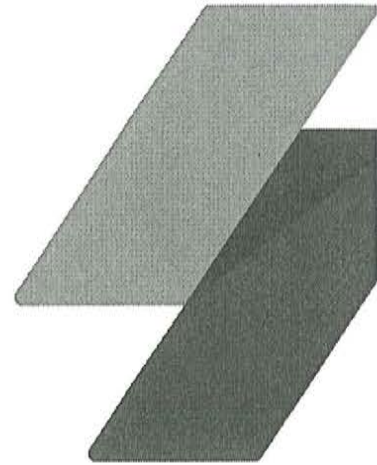
XX. SEVERABILITY: If any term of this Agreement is found to be inconsistent with or contrary to any applicable law, rule, regulation or order, the term shall be deemed to be modified to the extent required to comply with the applicable law, rule, regulation or order, and as so modified, said term and this Agreement shall continue in full force and effect.

XXI. HEADINGS: Paragraph headings used herein are for reference only, and shall not be construed to expand, limit or in any way affect the rights and obligations of the parties as set forth herein.

XXII. SECURITY INTEREST: Buyer grants and Supplier retains a purchase money security interest in the Goods purchased hereunder, together with any replacement or additions thereto, until the net purchase price is fully paid and all other obligations of Buyer are satisfied.

XXIII. STATUTORY LIENS: At the request of Supplier, Buyer agrees to take all actions necessary to obtain statutory liens or security interests for the materials sold hereunder for the benefit of Supplier. Buyer will take no action that will compromise, prejudice, or remove a statutory lien or security interest obtained by or for Supplier. In the event Supplier deems it necessary to perfect a statutory lien, bond claim, or security interest to secure payment of its invoices, Buyer agrees to pay all attorneys' fees and costs incurred as a result.





IN WITNESS WHEREOF, the parties have executed this EV Infrastructure Project Agreement as of the Effective Date.

PlugIn Stations Online, LLC

Town of Clifton Park

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

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

Name: \_\_\_\_\_  
\_\_\_\_\_

Name: Phil Barrett

Title: \_\_\_\_\_

Title: Town Supervisor

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

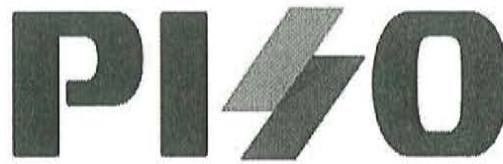
Date: \_\_\_\_\_



**Plugin Stations Online, LLC**

7 Cotton Mill Lane  
Valatie, NY 12184  
+1 8554673751  
info@pisoev.com  
http://www.pisoev.com

**Estimate**



ADDRESS
Town of Clifton Park Town Clerk Attn: Town Clerk Teresa Brobston One Town Hall Plaza Clifton Park, NY 12065

SHIP TO
Town of Clifton Park Town Clerk Attn: Town Clerk Teresa Brobston One Town Hall Plaza Clifton Park, NY 12065

ESTIMATE #	DATE	EXPIRATION DATE
102116	03/14/2023	04/14/2023

**SITE ADDRESS**

Southside/Maxwell Drive

**DEPOSIT TERMS**

50/50

ACTIVITY	QTY	PRICE	AMOUNT
<b>L2-PAX48C</b> Phihong AX Series 11 kW - 48A / J1772 / OCPP / RFID / LAN / Cellular 4G / 2-Yr Warranty / 16 FT	4	1,500.00	6,000.00T
<b>SWTCH - Communication Hardware - Outdoor</b> SWTCH - Communication Hardware Package for Outdoor Setting - LTE POE Modem w/Wireless(Outdoor-Rated), POE Switch, Sim Card	1	385.00	385.00T
<b>SWTCH - Network Management - L2 - Annual</b> SWTCH Annual network management fee per-port- level 2	4	200.00	800.00T
			Subtotal: 7,185.00
<b>Electrical Make-Ready</b> All associated electrical and civil work required with installing 2 dual port EV chargers for the Town of Clifton Park at Maxwell Drive.  This scope of work includes: 1. Permitting 2. 3rd party electrical inspection 3. NYSERDA application 4. Trenching and backfill 5. Wire/conduit, breakers, msc fittings 6. Labor - Prevailing wage 7. Utility application/paperwork 8. Project Management	1	22,505.00	22,505.00T
<b>Electric Utility Incentive</b> The Electric Utility will pay Plugin Stations directly for "make-ready" portion of invoice.	1	-21,510.00	-21,510.00T
<b>NYSERDA Rebate 2023-2024</b> NYSERDA is offering funding in 2023-2024 until the money runs out. The contractor is allowed to fill out the application on your behalf. The money will	1	-8,000.00	-8,000.00T

ACTIVITY	QTY	PRICE	AMOUNT
go direct to the customer when the job is complete. There is a 4 plug minimum requirement and each plug will qualify for a minimum of \$2000. You will have 180 days from pre-approval to complete the NYSERDA application.			

By signing below, customer approves the scope of work and the pricing laid out in this estimate.

**PAYMENT SCHEDULE:**

A deposit of 50% of the total will be due upon receipt in order to begin the project.

A further payment of 45% of the total will be due when the equipment has been received at site.

A final payment of 5% of the total will be due upon completion of the project (Station Commissioning).

**PAYMENT TERMS:** A one and one-half percent (1.5%) late payment fee will be added on overdue balance per every (30) day period or portion thereof past due date.

To provide you with the option to pay by credit card or debit card, PISOEV has made arrangements with QuickBooks. QuickBooks charges a convenience fee of 2.9% for each card payment you make. If you wish to pay by credit card, please let us know and we will issue your invoice with the convenience fee.

<b>SUBTOTAL</b>	180.00
<b>TAX</b>	0.00
<b>TOTAL</b>	<b>\$180.00</b>

Accepted By

Accepted Date

**RESOLUTION**  
**#8**

Resolution No. \_\_\_\_ of 2023, a resolution appointing Lisa Westrick as a member of the Planning Board.

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

WHEREAS, a vacancy exists due to the resignation of Jennyfer Gleason from her board member position; and

WHEREAS, Lisa Westrick, of Clifton Park, is recommended by John Scavo, Director of Planning and Zoning, to fill the vacant position and fulfill the remaining term of Ms. Gleason, and

WHEREAS, Ms. Westrick has the background, education, training and experience necessary to be an effective member of the Town Planning Board; now, therefore, be it

RESOLVED that Lisa Westrick is hereby appointed Planning Board Member, effective immediately, term to expire December 31, 2026.

# ELECTRONIC RESOLUTION REQUEST

Please type in this form. Scan and attach all backup materials.

Must be submitted by email to [mpringli@cliftonpark.org](mailto:mpringli@cliftonpark.org)

CC: [jspiegel@cliftonpark.org](mailto:jspiegel@cliftonpark.org)

SOURCE (DEPARTMENT): Planning CONTACT: P. Barrett

REQUESTED MEETING DATE: 08-21-2023 (Subject to approval. Submissions received after NOON on the deadline date\* may be delayed to the next meeting)

## BRIEF DESCRIPTION

A resolution appoint the current Planning Board Alternate Member Lisa Westrick to fulfill the remaining term of Planning Board Member Jennyfer Gleason, to expire December 31, 2026.

BUDGET #: 0

BUDGET DESC: 0

\$ AMOUNT: 0.00

**\*\*Please contact Comptroller x233 to verify Budget Line and #. Resolution Requests without verified funding sources will not be placed on an agenda**

## ADDITIONAL COMMENTS/DETAILS

Jennyfer Gleason recently moved outside the Town of Clifton Park and therefore has resigned from the Board.

*\*Typical Submission dates are Wednesday prior to the meeting, however, may be subject to change due to holiday schedules.*

**RESOLUTION**  
**# 9**

Resolution No. \_\_\_\_ of 2023, a resolution authorizing the filing of an application for a State Assistance from the Household Hazardous Waste (HHW) State Assistance Program and signing of the Associated State Master Grant Contract, under all appropriate laws of New York State.

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

WHEREAS, the State of New York provides financial aid incentives for household hazardous waste programs; and,

WHEREAS, the Town of Clifton Park finds and determines it to be in the public interest and benefit to file an application under these laws for State Funding for the annual Household Hazardous Waste Collection Day for Saturday, September 23, 2023; and,

WHEREAS, the Town Board wishes to execute a Contract by and between the People of the State of New York (the State), and the Town for such available State incentives and financial assistance; now therefore be it

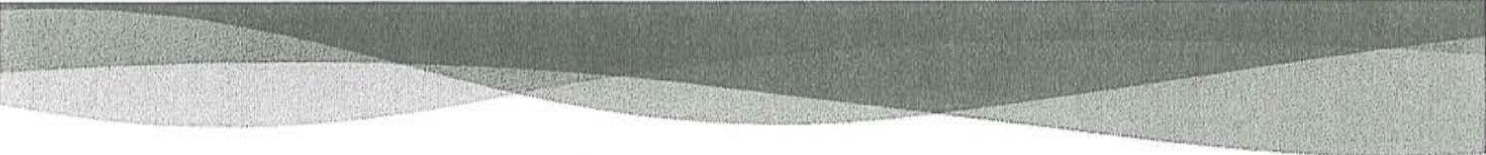
RESOLVED,

1. That the Stormwater Management Officer is authorized to file an application in the form required by the State of New York in conformity with the applicable laws of the State of New York including all understanding and assurances contained in said application.
2. That the Town Supervisor or his designee is directed and authorized as the official representative of the Town of Clifton Park to act in connection with the application, to sign the resulting contract if said application is approved by the State, and to provide such additional information as may be required.
3. That the Town of Clifton Park agrees to fund the entire cost of said household hazardous waste program, in the first instance, and will seek reimbursement by the State for share of such costs as indicated in the contract.
4. That two (2) certified copies of this Resolution be prepared and sent to New York State Department of Environmental Conservation together with a complete application.
5. That this resolution shall take effect immediately.

And be it further,

RESOLVED, that the Supervisor is authorized to sign the Household Hazardous Waste Collection Agreement with North Ward Environmental Services for Household Hazardous Waste Day 2023, with an estimated cost of \$36,000 for 2023, of which 50% is to be reimbursed through the HHW State Assistance Program, to be paid from A-8989-150 (General Fund – Community Development – HHW Day), and be it further

RESOLVED, that the costs of the program will be budgeted in 2025, when the next Household Hazardous Waste Collection Day is held.




## North Ward Environmental Services

16 Woodland Drive Woodland Park NJ 07424

### HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This Agreement is entered into this 11<sup>th</sup> day of AUGUST, 2023 by and between The Town of Clifton Park (hereinafter "Community"), and North Ward Environmental Services, LLC (hereinafter "North Ward Environmental Services, llc").

Community and North Ward Environmental Svcs., LLC hereby agree as follows:

1. September 23, 2023, in Clifton Park, New York, North Ward Environmental Svcs. LLC shall have present trained personnel, supplies, equipment to handle, containerize, label, load and transport all collected material for disposal in a manner which conforms to state and federal laws and regulations.
  2. The Community agrees to pay North Ward Environmental Services, LLC for services listed in accordance to the pricing schedule (see attachment). The Community coordinator must always be present and will be responsible for terminating the collection program when the contract limit has been reached. Community agrees to pay North Ward Environmental Svcs., LLC within thirty (20) days of mutually agreed upon invoice receipt.
  3. The Community shall provide a person in charge to direct traffic and to maintain order throughout the collection program.
  4. North Ward Environmental Svcs. shall accept only household hazardous waste for transportation and disposal from those individuals who are approved by the Community Coordinator in such amounts as are approved by the Community Coordinator.
  5. North Ward Environmental Svcs. shall be deemed to be the "generator" and take "title" of all Wastes accepted throughout the collection program.
- 



## North Ward Environmental Services

16 Woodland Drive Woodland Park NJ 07424

6. North Ward Environmental Svcs. shall transport for disposal all waste which is collected. Such waste will be transported to a licensed facility for processing. North Ward Environmental Svcs. will perform all services under this agreement in a safe, efficient, professional and lawful manner.
7. North Ward Environmental Svcs. represents that it shall possess on the day of collection:
  - a. A valid EPA Identification number for generation and transportation of hazardous wastes;
  - b. A valid state transporters license and vehicle identification device for each vehicle for transportation of hazardous wastes;
  - c. All insurance coverages listed in the insurance section of the RFP.
8. The Community represents and warrants that execution of this Agreement by the signatory below has been duly authorized and is in conformance with applicable provisions of state and local law.
9. Any notice or other communication given under this Agreement shall be in writing and mailed or delivered as follows:

To Community:

Town of Clifton Park

One Town Hall Plaza

Clifton Park, New York 12065

Attn: Scott Reese

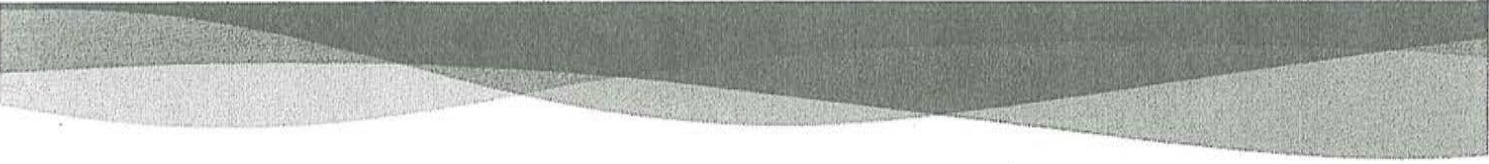
To: North Ward Environmental Services, LLC

16 Woodland Dr.

Woodland Park, NJ 07424

Attn: Raymond Salerno    President





**North Ward Environmental Services**

16 Woodland Drive Woodland Park NJ 07424

10. The validity, interpretation and performance of this Agreement shall be in accordance to the specifications listed in the RFP and constructed in accordance with the laws of The State of New York.
11. IN WITNESS WHEREOF, the parties hereto execute this Agreement by their duly authorized representative.

**Town of Clifton Park, NY**

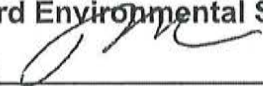
Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

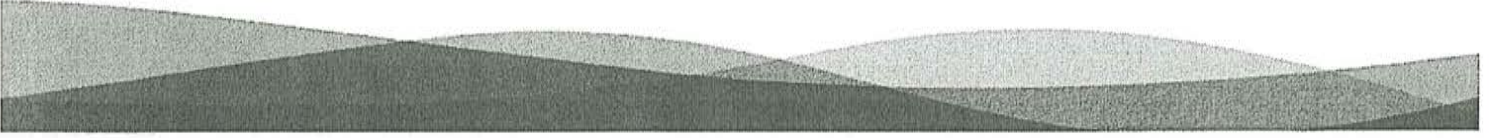
**North Ward Environmental Svcs. LLC**

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

By: Raymond Salerno

Title: President

Date: 8/11/2023

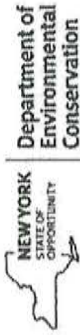


**Table 1**

<i>Waste Type</i>	<i>Unit Price</i>	<i>Unit</i>
Set Up Fee – Labor & Materials	2500.00	Each
Flammable Liquids	250.00	55 gal.
Flammable Solids	195.00	5 gal.
Oil Paints and stains, polyurethane	250.00	55 gal.
Oil Paints, Aerosols	450.00	yd <sup>3</sup>
Cleaning Supplies Aerosols	450.00	yd <sup>3</sup>
Solvents	250.00	55 gal.
Petroleum Products - Gasoline, Diesel Fuel	250.00	55 gal.
Non RCRA non DOT Liquids (Ethylene Glycol)	250.00	55 gal.
Corrosive, Acidic and Alkalis	300.00	55 gal.
Corrosive, incineration	350.00	55 gal.
Magnesium, Powder	200.00	5 gal.
Oxidizing Liquids/Solids	700.00	55 gal.
Reactives	220.00	5 gal.
Mercury, Containing Materials	200.00	5 gal.
Pesticides, Liquid	350.00	55 gal.
Pesticides, Solids	500.00	yd <sup>3</sup>
Polychlorinated Biphenyls	200.00	5 gal.
Solvent based adhesives and coatings	450.00	55 gal.
Driveway sealers, latex	450.00	yd <sup>3</sup>
Batteries, Lead Acid (Car and smaller)	2.50	pound
Fluorescent Bulbs	.50	linear foot
CFL	1.00	each
Compact U-Tube	1.00	each
Sodium Metal Halide	4.00	each
Halogen Lamps	.50	each
Propane Cylinders, grill size	30.00	cylinder
Propane Cylinders, smaller than grill size	300.00	cylinder 55 gal
Fire extinguishers	30.00	each
Ammonia solutions	200.00	5 gal.
Increase prices from 2023 to 2025	5%	percentage

Will not be collected: Explosives, alkaline batteries, ammunition, asbestos, bulk metal, construction and demolition debris, empty containers, empty paint cans, empty aerosol cans, empty refrigerant cans, empty propane tanks, unserviceable extinguishers, household medical wastes, latex paint, radioactive material, rechargeable batteries, smoke detectors, tires, and used oil.

Waste Type	MXI Env	North Ward	Clean Harbors	Unit	Quantity	MXI Env	North Ward	Clean Harbors
Set Up Fee – Labor & Materials	\$9,000	\$2,500	\$5,324	Each	1	\$9,000.00	\$2,500.00	\$5,324.00
Flammable Liquids	\$250	\$250	\$300	55 gal.	9	\$2,250.00	\$2,250.00	\$2,700.00
Flammable Solids	\$200	\$195	\$172.00	5 gal.	3	\$600.00	\$585.00	\$516.00
Oil Paints and stains, polyurethane	\$0	\$250	\$0.00	55 gal.				
Oil Paints, Aerosols	\$750	\$450	\$821.00	yd3	3	\$2,250.00	\$1,350.00	\$2,463.00
Cleaning Supplies Aerosols	\$750	\$450	\$821.00	yd3.	4	\$3,000.00	\$1,800.00	\$3,284.00
Solvents	\$250	\$250	\$146.00	55 gal.				
Petroleum Products - Gasoline, Diesel Fuel	\$250	\$250	\$146.00	55 gal.	9	\$2,250.00	\$2,250.00	\$1,314.00
Non RCRA non DOT Liquids (Ethylene Glycol)	\$200	\$250	\$185.00	55 gal.	10	\$2,000.00	\$2,500.00	\$1,850.00
Corrosive, Acidic and Alkalis	\$350	\$300	\$300.00	55 gal.	5	\$1,750.00	\$1,500.00	\$1,500.00
Corrosive, incineration	\$350	\$350	\$300.00	55 gal.	6	\$2,100.00	\$2,100.00	\$1,800.00
Magnesium, Powder	\$750	\$200	\$358.00	5 gal.				
Oxidizing Liquids/Solids	\$500	\$700	\$369.00	55 gal.	2	\$1,000.00	\$1,400.00	\$738.00
Reactives	\$500	\$220	\$172.00	5 gal.				
Mercury, Containing Materials	\$900	\$200	\$777.00	5 gal.	1	\$900.00	\$200.00	\$777.00
Pesticides, Liquid	\$375	\$350	\$300.00	55 gal.	15	\$5,625.00	\$5,250.00	\$4,500.00
Pesticides, Solids	\$1,150	\$500	\$790.00	yd3	2	\$2,300.00	\$1,000.00	\$1,580.00
Polychlorinated Biphenyls	\$800	\$200	\$132.00	5 gal.				
Solvent based adhesives and coatings	\$250	\$450	\$358.00	55 gal.	4	\$1,000.00	\$1,800.00	\$1,432.00
Driveway sealers, latex	\$0	\$450	\$730.00	yd3				
Batteries, Lead Acid (Car and smaller)	\$0.00	\$2.50	\$0.63	pound	1360	\$0.00	\$3,400.00	\$856.80
Fluorescent Bulbs	\$0.50	\$0.50	\$0.34	linear foot	3950	\$1,975.00	\$1,975.00	\$1,343.00
CFL	\$0.25	\$1.00	\$3.40	each	614	\$153.50	\$614.00	\$2,087.60
Compact U-Tube	\$1.00	\$1.00	\$4.45	each	15	\$15.00	\$15.00	\$66.75
Sodium Metal Halide	\$4.00	\$4.00	\$4.45	each	30	120	120	133.5
Halogen Lamps	\$4.00	\$0.50	\$4.45	each	57	\$228.00	\$28.50	\$253.65
Propane Cylinders, grill size	\$20	\$30	\$48.00	cylinder				
Propane Cylinders, smaller than grill size	\$5	\$3	\$13.00	cylinder	113	\$565.00	\$339.00	\$1,469.00
Fire extinguishers	\$15	\$30	\$70.00	each	59	\$885.00	\$1,770.00	\$4,130.00
Ammonia solutions	\$175	\$200	\$101.00	5 gal.	3	\$525.00	\$600.00	\$303.00
Increase prices from 2023 to 2025	6%	5%	8%	percentage				
<b>Total 2023</b>						\$40,491.50	\$35,346.50	\$40,421.30
<b>Total 2025</b>						\$42,920.99	\$37,113.83	\$43,655.00
<b>Combined</b>						<b>\$83,412.49</b>	<b>\$72,460.33</b>	<b>\$84,076.30</b>



DIVISION OF MATERIALS MANAGEMENT

DEPARTMENT USE ONLY	
DEC ACTIVITY #	
DATE VALIDATED	
EXPIRATION DATE	

**REGISTRATION FORM FOR A HOUSEHOLD HAZARDOUS WASTE (HHW) COLLECTION EVENT**

Please read instructions (found at the end of this document) before completing this application. Attach all required information to this form and submit to the appropriate Regional Materials Management Engineer (see below). This is not a UPA permit. Operations at HHW collection events are not authorized until a registration is validated by the Department.

**1. REQUEST TYPE** (Check applicable box)

Initial     
  Renewal     
  Modification     
 DEC Activity Number (for renewal or modification only) \_\_\_\_\_

**2. EVENT SPONSOR INFORMATION** (Identify the entity/municipality sponsoring the collection event(s))

Name	Town of Clifton Park	Address	One Town Hall Plaza	Phone	(518) 371-6054	DEC Region	5	City/Town	Clifton Park	Zip Code	12065
Email	planning@cliftonpark.org										

**3. PREFERRED CONTACT INFORMATION** (Identify the person who will be managing the event(s))

Name	Scott Reese	Email	streese@cliftonpark.org	Phone	(518) 371-6054	Recycling Coordinator	Other
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**4. COLLECTION EVENT LOCATIONS & OPERATING DAYS AND HOURS** (Add additional pages if necessary)

Address	City/Town	Zip Code	NY UTM - E Coordinate	NY UTM - N Coordinate	Event Date	Operating Hours
1. Ray Road	Clifton Park	12065	595713.504	4742323.238	9/23/2023	8AM - 2PM
2.						
3.						

**5. VENDOR OR CONTRACTOR INFORMATION** (Identify the vendor hired to handle the HHW)

Vendor/Contractor Name	North Ward Environmental Services	Address	16 Woodland Drive	City/Town	Woodland Park, NJ	Zip Code	07424
Email	rsalerno@northwardenvironmental.com	Phone	(973) 986-8622	Part 364 Permit #	AL-018	Expiration Date	7/5/2024

**6. SERVICE AREA** (List all municipalities within the service area of the event(s), i.e., counties, cities, towns, villages or planning units)


Town of Clifton Park, Halfmoon, Ballston & Malta

**7. SOLID WASTE HANDLED** (Check applicable box)

Household Hazardous Waste     
  CESQG (Conditionally Exempt Small Quantity Generators)     
  Other \_\_\_\_\_

**8. CERTIFICATION** (Must be completed by the event sponsor (registration holder). Retain a copy of this form and all applicable attachments.)

I hereby affirm under penalty of perjury that information provided on this form and attached statements and exhibits was prepared by me or under my supervision and direction and is true to the best of my knowledge and belief, and that I have the authority as Supervisor (title) of Town of Clifton Park (entity) to sign this registration form pursuant to 6 NYCRR Part 360, Section 360.15. By signing this registration form, I affirm that I have read the applicable regulations and will abide by all conditions of the registration requirements under Parts 360, 361, 362, 363, and 365, as applicable. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

Printed/Typed Name **Phil Barrett**      Signature       Date **8-8-23**

## ELECTRONIC RESOLUTION REQUEST

Please type in this form. Scan and attach all backup materials.

Must be submitted by email to [mspringli@cliftonpark.org](mailto:mspringli@cliftonpark.org)

CC: [jspiegel@cliftonpark.org](mailto:jspiegel@cliftonpark.org)

SOURCE (DEPARTMENT): Planning / Zoning CONTACT: Scott Reese

REQUESTED MEETING DATE: 08/21/2023 (Subject to approval. Submissions received after 5:00 pm on the deadline date\* may be delayed to the next meeting)

### BRIEF DESCRIPTION

To authorize the electronic filing of an application for a State Assistance from the Household Hazardous Waste (HHW) State Assistance Program and Signing of the Associated State Master Grant Contract. Applications will be accepted by DEC during the months of January and February of each calendar year for all eligible household hazardous waste collection and disposal costs incurred during the previous calendar year. The NYS Department of Environmental Conservation State Assistance of up to 50% of the total program costs.

Continuing a professional service contract (2023-2025) for the Household Hazardous Waste Day by North Ward Environmental Services. to be held on September 23, 2023.

BUDGET #: A-08989-00150

BUDGET DESC: Special Collection Day

\$ AMOUNT: 36,000.00

***\*\*Please contact Comptroller x233 to verify Budget Line and #. Resolution Requests without verified funding sources will not be placed on an agenda***

### ADDITIONAL COMMENTS/DETAILS

Date: Saturday, September 23, 2023

Time: 8 a.m. to 2 p.m.

Location: 22 Ray Road - near the Town of Clifton Park Transfer Station

The program is open to all Clifton Park, Halfmoon, Ballston, and Malta residents.

Pre-registration is required by September 20st, 2023.

Registration is online on [www.cliftonpark.org](http://www.cliftonpark.org) or pick up forms at Clifton Park Town Hall, Clifton Park Transfer Station, Clifton Park - Halfmoon Public Library, Halfmoon, Ballston and Malta Town Halls.

Malta & Ballston residents need to register at their town hall and must pay a nominal fee to their town hall.

*\*Typical Submission dates are the Tuesday prior to the meeting, however, may be subject to change due to holiday schedules.*

**RESOLUTION  
#10**

Resolution No. \_\_\_\_\_ of 2023, a resolution scheduling a Public Hearing on a proposal to modify an area restriction within the North Crest Village (Tallow Wood ) Planned Development District 208-217-76 (K) of the Town Code.

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

WHEREAS, Planned Development District legislation enacted by Local Law #6 of 1980, contained a requirement that free spaces of up to 10 feet from both sides and to the rear of each building be maintained to provide for access to all dwelling structures for fire and emergency services, and

WHEREAS, visual inspection of the neighborhood demonstrates numerous properties with fencing and structures within the areas covered by the restrictions, without adverse impacts to health and safety of access to the properties, and

WHEREAS, the Town Board wishes to obtain public comment on a proposal to eliminate the restriction around the perimeter of each building; now, therefore, be it

RESOLVED, that a Public Hearing is hereby scheduled on a proposal to eliminate the requirement for free space left on the sides of each building within the North Crest Village ( Tallow Wood) Planned Development District, on Tuesday, September 5, 2023 at 7:05 pm in the Wood Memorial Room, 1 Town Hall Plaza, Clifton Park, NY.

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

§ A217-76 **Development regulations.**

- A. Location. North Crest Village is a proposed planned development to be constructed on a forty-four-and-nineteen-hundredths-acre site north of New York State Route 146 and about 1,380 feet east of the intersection of Route 146 and Moe Road — Northcrest Drive. The site of this proposed development is adjacent to the easterly bounds of the Northcrest - Section 2 and Northcrest - Section 3 subdivisions.
- B. Zoning.
- (1) The proposed project lies entirely within an area zoned R1 Residential.
  - (2) The most easterly portions of this site are less than 600 feet west of the westerly boundary of a B2 Highway Business Zone.
- C. Existing land use. The site of this proposed project is bounded as follows: **[Amended 7-2-1980 by L.L. 6-1980]**
- (1) Westerly by Sections 2 and 3 of Northcrest. These sections have been developed as single-family residential lots. All of the lots within Sections 2 and 3 of Northcrest that abut this project are presently developed and are owned by various individuals.
  - (2) Northerly by Section 4 of Northcrest. This section has been developed as single-family residential lots.
  - (3) Easterly by undeveloped lands fronting on Plank Road.
  - (4) Southerly by undeveloped lands and three single-family residential lots fronting on New York State Route 146.
- D. Housing proposed. **[Amended 7-2-1980 by L.L. 6-1980]**
- (1) Housing in this planned development is to be of the following type:
    - (a) Townhouses. Each dwelling unit within this group shall be a two- or three-bedroom attached single-family dwelling with foundation dimensions of approximately 24 feet by 40 feet to 42 feet. Each such dwelling unit shall have a private entrance and may have a one- or two-stall attached or unattached garage at grade level.
    - (2) Number of units and density. The number of dwelling units shall not exceed 262. The density for the total project shall not exceed 5.9 dwelling units per acre.
- E. Parking. There shall be provided no less than two parking spaces for each dwelling unit. **[Amended 7-2-1980 by L.L. 6-1980]**
- F. Potable water source. The area of the proposed project is within the service area, as heretofore extended by the New York State Department of Environmental Conservation, of the Country Knolls Waterworks, Inc. Potable water shall be supplied to the project by said Country Knolls Water Works, Inc. **[Amended 7-2-1980 by L.L. 6-1980]**
- G. Sanitary sewers and sewage disposal. This proposed project shall be served by gravity-flow sanitary sewer lines which shall be connected to the sanitary sewer lines of the Saratoga County Sewer District No. 1. **[Amended 7-2-1980 by L.L. 6-1980]**
- H. Storm sewers. Stormwater shall be drained through storm sewers, which shall drain not only the entire

proposed project, but also the southerly portion of Northcrest Section 2, to a single point of discharge into a branch of the Dwaaskill, subject to the issuance of any permit(s) required by federal, state or local governments or their respective departments or agencies. **[Amended 7-2-1980 by L.L. 6-1980]**

- I. Buffer zone. There shall be a strip or parcel of land not less than 50 feet in width, located within the area of the proposed project and located on the common boundary lines of the proposed project, the residences on the northerly side of Route 146 and the Northcrest subdivision Sections 2 and 3. This strip of land shall be forever wild. This restriction shall be contained in any conveyance of the subject premises or any part(s) thereof. This restriction shall be specified in each such conveyance as a restriction which runs with the land. **[Added 7-2-1980 by L.L. 6-1980]**
  
- J. Public land. There shall be dedicated to the Town of Clifton Park, within 90 days after demand therefor is made by the Town of Clifton Park, a parcel of land consisting of approximately 12 acres of land, situate in the northerly portion of the proposed project, the approximate boundary lines of which are set forth on a certain sketch entitled "Sketch Site Plan, North Crest Village, A Planned Unit Development, Robert Van Patten, Owner and Developer, Town of Clifton Park, December 5, 1979, Scale: 1' = 50' - 0" Site Planning Consultants, The Environmental Design Partnership, Clifton Park, N.Y.," which sketch is annexed hereto. **[Added 7-2-1980 by L.L. 6-1980]**
  
- K. **[Free spaces. Free spaces of not less than 10 feet shall be left on each lot or plot built upon on both sides of and to the rear of every building, extending the full length and rear width of such lot or plot, which free spaces shall not be built upon or blocked or obstructed in any way, and the creation of which free spaces is intended to and shall provide access to the dwelling units by emergency and/or fire-fighting personnel responding to an emergency or fire. This restriction/covenant shall be contained in any conveyance of the subject premises or any part(s) thereof. This restriction shall be specified in each conveyance as a restriction which runs with the land. The establishment of this restriction/covenant shall not be construed to prevent the establishment of further covenants/restrictions that good and proper planning may require.] [Added 7-2-1980 by L.L. 6-1980]**

**RESOLUTION  
#11**

Resolution No. \_\_\_\_\_ of 2023, a resolution adopting Local Law No. \_\_\_\_ of 2023, a local law amending the Town Code regarding durational limits for Hotel and Motel Occupancy in Clifton Park.

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

WHEREAS, surrounding communities have seen changes in the use and occupancy of hotels and motels in patterns not consistent with the original site plan and other relevant approvals for the hotel and motel business models, and

WHEREAS, the Town code section 208-7, defines the occupancy of hotels and motels within the town by reference to short term, or transient occupancy or by use as sleeping quarters for transient guests away from their residences on a daily or weekly fee basis, and,

WHEREAS, planning board approvals for hotels and motels within the town have been based on this traditional definition of the uses and occupancy of the hospitality businesses throughout relevant zoning districts within the Town, and

WHEREAS, the Supervisor has requested that amendments be considered to provide specific and effective enforcement of the existing definitions and site plan approvals for hotels and motels within the Town, and

WHEREAS, the Town Board wishes to solicit public comment on a proposal to ensure the continued availability of safe, sanitary, and code-compliant transient lodging with the Town, through the addition of Town Code provisions limiting the duration of stays with hotels and motels within the Town to those stays reasonably associated with the existing definitions and approvals for hospitality businesses within the Town, now therefore, be it

RESOLVED, that a public hearing will be held on September 5, 2023, at 7:15pm, in the Wood Memorial room, One Town Hall Plaza, Clifton Park, NY, on a proposal to provide an explicit, 28 day durational limit on hotel and motel stays within the Town, and to provide for enforcement and civil penalties for violations.

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

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

**§ 208-7 Definitions and word usage.**

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

The use of an area or portion of any lot or plot, whether inside or outside a building, for the repair or painting of an auto body.

**EXTENDED STAY HOTEL**

A hotel or motel unit with accommodations for sleeping which contains a kitchenette.

**HOTEL**

An establishment where overnight lodging is provided in guest units rented to the public on a daily or weekly basis and in which ingress and egress to and from all guest units are made through an enclosed corridor; does not include "boardinghouses." (cf 208-28)

[A building in which lodging is provided in guest units and offered to the public for compensation and in which ingress and egress to and from all rooms are made through an inside lobby or office, supervised by a person in charge at all hours. The guest unit shall consist of a room arranged or designed to be available for use as sleeping quarters for transient guests on a daily or weekly basis. The term "hotel" does not include boardinghouses.]

## Chapter 129

### Hotels and Motels

#### **§ 129-1 Findings and determinations.**

It is hereby the finding and determination of the Town Board that the occupancy of hotels and motels within the Town shall remain consistent with the Town's existing Zoning code, definitions, and site plan approvals for each such facility currently operating within the Town.

#### **129-2**

Occupancy of any hotel, motel, or bed-and-breakfast, by any individual shall be limited to no more than 28 consecutive days unless such hotel, motel or bed-and-breakfast, has an attached restaurant, provided that such occupancy shall be allowed for more than 28 days within an extended stay unit, which complies with all applicable New York State and Town codes.

#### **129-3**

Occupancy of any hotel, motel, or bed-and-breakfast by any individual shall be limited to no more than 60 days in any 180 day period, except that such occupancy shall be allowed within an extended stay unit.

#### **129-4**

Re-registering any guest or any person sharing or staying in the same room as a guest in the same or a different room in the same hotel, motel, or bed-and-breakfast, or in a hotel, motel, or bed-and-breakfast, owned and operated by the same entity or an entity with any of the same members having an interest of 5% or more shall be considered a single occupancy for the purpose of these time limits.

#### **129-5**

The occupancy limitations set forth in this chapter shall not apply if an individual provides photo identification as required by §this chapter that shows that the individual has a permanent place of residence other than the hotel, motel, or bed-and-breakfast at which the individual is registering. The owner or operator of any hotel, motel, or bed-and-breakfast shall photocopy the identification required by this chapter and shall keep such record for a minimum of one year. This record must be available for inspection by the members of the Town Building & Development Department, Code Enforcement, or any of them or their designees, who shall have the authority to inspect the records from time to time, without prior notice.

#### **129-6**

No person or entity owning, leasing, operating or managing any hotel, motel, or bed-and-breakfast shall charge or accept money or other consideration by an hourly rate or any increment less than one full day's room rental.

**129-7**

In extraordinary circumstances, a person or entity owning, leasing, operating or managing any hotel, motel, or bed-and-breakfast, together with the occupant at issue, may apply to the Town Board in writing, by submitting a written request to the Town Clerk, for an extension of the twenty-eight-day limitation period upon a showing by clear and convincing proof that a time extension is required for unforeseen reasons. The application must show not only that an extraordinary circumstance exists by clear and convincing proof but also must show all steps that have been taken to find the occupant suitable permanent housing elsewhere.

129-8. Every Hotel, Motel, or bed-and breakfast shall require all adult guests to produce government-issued photo Identification at the front desk upon arrival.

§129-9

**Penalties for offenses.**

**A. Specific penalties.**

- (1) Any licensee or person acting on behalf of a licensee who violates any provision of this article shall, upon conviction thereof, be punished as follows:
  - (a) Upon a first conviction: by a civil penalty of not less than \$250 and not more than \$500.
  - (b) Upon a second conviction: by a civil penalty not less than \$500 and not more than \$1000.
  - (c) Upon a third or subsequent conviction: by a civil penalty not less than \$1000 and not more than \$1500.
  - (d) Notwithstanding a conviction for an offense against any provisions or sections hereof, a person, association or corporation convicted shall be subject to revocation of any license herein granted without reimbursement of fees paid therefor.
  - (e) Any penalties provided for in NYS Town Law § 135.
- (2) A. The continuation of a violation on each successive day shall constitute a separate offense, and the person or persons allowing or permitting the continuation of the violations may be punished as provided for above for each separate offense.  
  
B. An action or proceeding in the name of the Town of Clifton Park may be commenced in any court of competent jurisdiction to compel compliance with or restrain by injunction the provisions of this article.
- (3) A. This chapter shall be enforced by the Director of Building and Development, Building Inspectors and Code Enforcement Officers.

## NY CLS RPAPL § 711

Current through 2023 released Chapters 1-208

***New York Consolidated Laws Service > Real Property Actions And Proceedings Law (Arts. 1 — 21) > Article 7 Summary Proceeding to Recover Possession of Real Property (§§ 701 — 768)***

### **§ 711. Grounds where landlord-tenant relationship exists**

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A tenant shall include an occupant of one or more rooms in a rooming house or a resident, not including a transient occupant, of one or more rooms in a hotel who has been in possession for thirty consecutive days or longer. No tenant or lawful occupant of a dwelling or housing accommodation shall be removed from possession except in a special proceeding. A special proceeding may be maintained under this article upon the following grounds:

1. The tenant continues in possession of any portion of the premises after the expiration of his term, without the permission of the landlord or, in a case where a new lessee is entitled to possession, without the permission of the new lessee. Acceptance of rent after commencement of the special proceeding upon this ground shall not terminate such proceeding nor effect any award of possession to the landlord or to the new lessee, as the case may be. A proceeding seeking to recover possession of real property by reason of the termination of the term fixed in the lease pursuant to a provision contained therein giving the landlord the right to terminate the time fixed for occupancy under such agreement if he deem the tenant objectionable, shall not be maintainable unless the landlord shall by competent evidence establish to the satisfaction of the court that the tenant is objectionable.
2. The tenant has defaulted in the payment of rent, pursuant to the agreement under which the premises are held, and a written demand of the rent has been made with at least fourteen days' notice requiring, in the alternative, the payment of the rent, or the possession of the premises, has been served upon him as prescribed in section seven hundred thirty-five of this article. Any person succeeding to the landlord's interest in the premises may proceed under this subdivision for rent due his predecessor in interest if he has a right thereto. Where a tenant dies during the term of the lease and rent due has not been paid and the apartment is occupied by a person with a claim to possession, a proceeding may be commenced naming the occupants of the apartment seeking a possessory judgment only as against the estate. Entry of such a judgment shall be without prejudice to the possessory claims of the occupants, and any warrant issued shall not be effective as against the occupants.
3. The tenant, in a city defaults in the payment, for sixty days after the same shall be payable, of any taxes or assessments levied on the premises which he has agreed in writing to pay pursuant to the agreement under which the premises are held, and a demand for payment has been made, or at least three days' notice in writing, requiring in the alternative the payment thereof and of any interest and penalty thereon, or the possession of the premises, has been served upon him, as prescribed in section 735. An acceptance of any rent shall not be construed as a waiver of the agreement to pay taxes or assessments.
4. The tenant, under a lease for a term of three years or less, has during the term taken the benefit of an insolvency statute or has been adjudicated a bankrupt.
5. The premises, or any part thereof, are used or occupied as a bawdy-house, or house or place of assignation for lewd persons, or for purposes of prostitution, or for any illegal trade or manufacture, or other illegal business.

## NY CLS RPAPL § 711

6. The tenant, in a city having a population of one million or more, removes the batteries or otherwise disconnects or makes inoperable an installed smoke or fire detector which the tenant has not requested be moved from its location so as not to interfere with the reasonable use of kitchen facilities provided that the court, upon complaint thereof, has previously issued an order of violation of the provisions heretofore stated and, subsequent to the thirtieth day after service of such order upon the tenant, an official inspection report by the appropriate department of housing preservation and development is presented, in writing, indicating non-compliance herewith; provided further, that the tenant shall have the additional ten day period to cure such violation in accordance with the provisions of subdivision four of section seven hundred fifty-three of this chapter.

## History

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Add, L 1962, ch 312, eff Sept 1, 1963; amd, L 1963, ch 305, eff Sept 1, 1963; L 1982, ch 739, § 1, eff Aug 26, 1982; L 1985, ch 699, § 1, eff Aug 31, 1985; L 2019, ch 36, § 12 (Part M), effective June 14, 2019.

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**RESOLUTION**  
**#12**

Resolution No. \_\_\_\_ of 2023, a resolution scheduling a public hearing on a proposed local law to amend Chapter 152 of the Town Code, relative to the Vischer Ferry Nature Preserve to ban the possession, control or transportation of firearms in the Preserve.

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

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

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

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

WHEREAS, by resolution 280 of 2021, the Town Board adopted amendments to Chapter 152 of the Town Code to accept a new and updated use and Occupancy Permit from the New York State Canals Corporation for the stewardship and management of the VFNP, and expanded the geographic boundaries of the Preserve by the addition of several Town-Owned lands within the management area of the VFNP, and

WHEREAS, the Town Board has continued to receive reports of illegal and unauthorized hunting in or around the Preserve, as well as the use of the parking lots and trail system to access areas nearby the Preserve for the purposes of hunting deer, waterfowl or other game, and

WHEREAS, the Town Board wishes to solicit comment from the public on the potential conflicts between passive recreational uses within the Preserve such as hiking, biking and jogging, which have grown and expanded with the successful projects to increase access over the preceding 10 years, and the use of Preserve access areas and trails for hunting trespass or hunting and illegal or unwanted discharges of firearms in the vicinity of the VFNP, now, therefore, be it

RESOLVED, that a public hearing is hereby scheduled for September 5, 2023, at 7:10 PM in the Wood Memorial Room, 1 Town Hall Plaza, Clifton Park, New York, to receive public comment regarding a proposal to amend Chapter 152 of the Town Code, to prohibit the possession, transportation, or carrying of firearms, including rifles and shotguns, or bows, within the Vischer Ferry Nature Preserve.

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

# Chapter 152

## Nature Preserves

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

### § 152-1 Purpose and definition.

- A. The Town recognizes the unique characteristics and benefits to the Town of nature preserves within its borders, and wishes to establish regulations for the use of nature preserves owned or under management by the Town. These regulations shall apply to the Dwaas Kill Nature Preserve, the Vischer Ferry Nature and Historic Preserve, the North Woods Nature Preserve (former Round Lake Reservoir lands), Riverview Nature Preserve and all other nature preserves now owned, managed, or subsequently acquired, designated, or established by the Town of Clifton Park.
- B. The Town of Clifton Park finds and determines that these nature preserves offer unique combinations of undeveloped land, scenic vistas and/or open space which can provide for management and preservation of rare, threatened or endangered species of flora and fauna, provide habitat for birds, fish and other wildlife, permit the study of the natural sciences including biology, botany, ecology, entomology, ecology and geology, and to provide areas for passive, nonmotorized recreational uses including but not limited to educational activities, walking, fishing, hiking, photography, cross-country skiing and snowshoeing.
- C. Preserves may be maintained, altered or modified by the Town to preserve, improve, alter or enhance their character, desirability and usefulness to the people of the Town, consistent with the purposes stated herein.

### § 152-2 Vischer Ferry Nature and Historic Preserve.

**[Amended 12-13-2021 by L.L. No. 10-2021]**

- A. The Vischer Ferry Nature and Historic Preserve was originally established in 1977 on lands of the New York State Canal Corporation for nature preserve and recreational purposes, made possible by the issuance of a use and occupancy permit to the Town from the New York State Canal Corporation. Lands encompassed within the Preserve were expanded through the issuance of subsequent permits from the Canal Corporation, to the Town, and by land acquisitions made by the Town.
- B. Boundary: The Vischer Ferry Nature and Historic Preserve consists of lands encompassed by real estate permit C-OC-202100217, issued by the New York State Canal Corporation to the Town on, December 13, 2021, including 600+ acres of NYS canal lands adjacent to the Erie Canal Land generally bounded on the east by the Town of Halfmoon and on the west by Frank Street in Clifton Park, as shown on the map associated with the permit and attached hereto and incorporated into this chapter. Also included within the Vischer Ferry Nature Preserve are the following lands acquired by the Town of Clifton Park for Park and Nature Preserve purposes:
  - (1) SBL 293.-2-1, 24.8 acres acquired on December 10, 2001, for nature preserve purposes (Resolution 260 of 2001).
  - (2) SBL 288.-1-76; 2.84 acres acquired for park and preserve purposes on October 27, 1997, per Resolution 214 of 1997.

- (3) SBL 288.-1-48.1; 15 acres acquired March 12, 2003, for park and preserve purposes per Resolution 308 of 2003.
  - (4) SBL 287.16-1-18 , acquired April 28, 2006, pursuant to Resolution 84 of 2006 for park and nature preserve purposes
  - (5) SBL 288.-2-31, acquired April 28, 2006, pursuant to Resolution 84 of 2006 for park and nature preserve purposes.
- C. Uses. The Vischer Ferry Nature Preserve lands shall be for use as a nature and historic preserve, for the purposes of recreation, historic and nature preservation, including: the maintenance of the hiking trails , footbridges, kayak launches, kiosks, parking areas and related recreational uses.
- D. Hunting and discharge of firearms restricted. Hunting shall be restricted within the Vischer Ferry Nature Preserve. Within the Vischer Ferry Nature and Historic Preserve only, hunting shall be restricted to the use of shotguns for duck hunting only, said hunting being limited to the first seven calendar days of duck hunting season as established by the State of New York. Possession of firearms, or bows of any type, for hunting, target shooting or any other purpose during any time of the year other than as set forth above relative to waterfowl hunting, is prohibited. Hunting and possession of firearms for waterfowl hunting is allowed to the exclusion of all other uses, recreational or otherwise, during the above-described seven-day period.
- (1) Dwaas Kill Nature Preserve. The Dwaas Kill Nature Preserve shall only be used for the purposes of recreation and historic and nature preservation, is hereinafter designated as the "Dwaas Kill Preserve" and shall generally be defined as the area of land of approximately 248.485 acres that is bordered on the south by Kinns Road, north by the Canadian Pacific Railway Company (formerly the Delaware and Hudson Railroad) rail line, to the east by Pierce Road, and to the west by Carlton Road, and that is further defined by a subdivision plan/survey map on file with the Town Clerk dated July 21, 2005.
  - (2) North Woods Nature Preserve (former Round Lake Reservoir Lands). The North Woods Nature Preserve formerly known as the "Village of Round Lake Reservoir property," shall only be used for the purposes of recreation and historic and nature preservation, is hereinafter designated as the "North Woods Nature Preserve" and shall generally be defined as the area of land of approximately 80.746 acres that is bordered on the south by West Terrace Court, Burning Bush Boulevard, and Brier Court, to the north by Shadow Wood Way, to the east by Forest Drive and to the west by South Hollow Road and Blue Spruce Lane, and that is further defined by a survey map on file with the Town Clerk dated October 25, 2003.
  - (3) Riverview Nature Preserve. The Riverview Nature Preserve is approximately six acres, along the south side of Riverview Road, bounded by Riverview Orchards to the west, residences of Brian Drive to the east, and lands of New York State Canal Corporation along the southern boundary. The Mohawk River is along the strip of Canal Corporation land along the preserve's southern boundary.

**§ 152-3 Hunting and possession or discharge of firearms restricted.**

**[Amended 12-13-2021 by L.L. No. 10-2021]**

Hunting and the possession or discharge of firearms, or bows of any type, are prohibited within any nature preserve owned or managed by the Town of Clifton Park, except as enumerated in this chapter.

**§ 152-4 Motorized vehicles restricted.**

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

wheelchairs or motorized vehicles designed to enable an individual with a disability.

**§ 152-5 Nature preserves hours.**

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

**§ 152-6 Prohibited acts.**

It shall be unlawful and constitute an offense for any person to:

- A. Utilize or make use of any preserve within the Town except during the hours set forth in this article.
- B. Use or utilize any preserve within the Town for any act or use which is prohibited by this article.
- C. Vandalize, spray paint, break, or damage any property, fixture, building, facility, improvement or structure, or any trees, shrubbery, landscaping materials, and the like in any nature preserve within the Town.
- D. Operate any motor vehicle of any sort on any field, court, park or recreational facility other than for official purposes and in designated areas. This shall include motor vehicles, all-terrain-motorized vehicles, snowmobiles, motorized-trail bikes, motorcycles, or any other motor-driven craft.
- E. Except for lawful hunting and fishing as permitted herein, it shall be unlawful and a violation for any person to harass or harm wildlife, or to permit his or her dog or other domestic pet to do so.
- F. Use or ignite fireworks of any kind, including sparkling devices as defined in Subparagraph (vi) of Subdivision (a) of Paragraph 1 of § 270.00 of the New York State Penal Law, as referenced in § 156-h of the New York State Executive Law. [Added 8-17-2015 by L.L. No. 9-2015]
- G. Except for duck hunting as described in § 152-2D, above, within the Vischer Ferry Nature Preserve, the [discharge] possession, control, or transporting of all firearms, rifles, shotguns or bows of any type is strictly prohibited within nature preserves within the Town of Clifton Park. [Added 12-13-2021 by L.L. No. 10-2021]
- H. The removal, destruction, or defacement of any signs or postings prohibiting trespass or hunting with any nature preserve owned or managed by the Town of Clifton Park is strictly prohibited. [Added 12-13-2021 by L.L. No. 10-2021]

**§ 152-7 Penalties for offenses.**

[Amended 9-8-2020 by L.L. No. 6-2020]

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

- A. For a first offense, a civil penalty not to exceed \$500, in addition to restitution for damage to preserve property. [Amended 12-13-2021 by L.L. No. 10-2021]
- B. For a second offense committed within a period of 18 months, a civil penalty not to exceed \$1,000, in addition to restitution for any damage to preserve property.

**§ 152-8 Town security officers.**

[Amended 9-8-2020 by L.L. No. 6-2020]

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

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

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

## NY CLS RPAPL § 768

Current through 2023 released Chapters 1-277

***New York Consolidated Laws Service > Real Property Actions And Proceedings Law (Arts. 1 — 21) > Article 7 Summary Proceeding to Recover Possession of Real Property (§§ 701 — 768)***

### **§ 768. Unlawful eviction.**

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**1.**

**(a)** It shall be unlawful for any person to evict or attempt to evict an occupant of a dwelling unit who has lawfully occupied the dwelling unit for thirty consecutive days or longer or who has entered into a lease with respect to such dwelling except to the extent permitted by law pursuant to a warrant of eviction or other order of a court of competent jurisdiction or a governmental vacate order by:

**(i)** using or threatening the use of force to induce the occupant to vacate the dwelling unit; or

**(ii)** engaging in a course of conduct which interferes with or is intended to interfere with or disturb the comfort, repose, peace or quiet of such occupant in the use or occupancy of the dwelling unit, to induce the occupant to vacate the dwelling unit including, but not limited to, the interruption or discontinuance of essential services; or

**(iii)** engaging or threatening to engage in any other conduct which prevents or is intended to prevent such occupant from the lawful occupancy of such dwelling unit or to induce the occupant to vacate the dwelling unit including, but not limited to, removing the occupant's possessions from the dwelling unit, removing the door at the entrance to the dwelling unit; removing, plugging or otherwise rendering the lock on such entrance door inoperable, or changing the lock on such entrance door without supplying the occupant with a key.

**(b)** It shall be unlawful for an owner of a dwelling unit to fail to take all reasonable and necessary action to restore to occupancy an occupant of a dwelling unit who either vacates, has been removed from or is otherwise prevented from occupying a dwelling unit as the result of any of the acts or omissions prescribed in paragraph (a) of this subdivision and to provide to such occupant a dwelling unit within such dwelling suitable for occupancy, after being requested to do so by such occupant or the representative of such occupant, if such owner either committed such unlawful acts or omissions or knew or had reason to know of such unlawful acts or omissions, or if such acts or omissions occurred within seven days prior to such request.

**2. Criminal and civil penalties.**

**(a)** Any person who intentionally violates or assists in the violation of any of the provisions of this section shall be guilty of a class A misdemeanor. Each such violation shall be a separate and distinct offense.

**(b)** Such person shall also be subject to a civil penalty of not less than one thousand nor more than ten thousand dollars for each violation. Each such violation shall be a separate and distinct offense. In the case of a failure to take all reasonable and necessary action to restore an occupant pursuant to paragraph (b) of subdivision one of this section, such person shall be subject to an additional civil penalty of not more than one hundred dollars per day from the date on which restoration to occupancy is requested until the date on which restoration occurs, provided, however, that such period shall not exceed six months.

## History

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[L 2019, ch 36, § 24](#) (Part M), effective June 14, 2019.

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**RESOLUTION**  
**#13**

Resolution No. \_\_\_\_\_ of 2023, a resolution authorizing a Master License Agreement with Cellco Partnership d/b/a Verizon Wireless for the installation and operation of small cell wireless Facilities within the Town's Right-of-Way

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

WHEREAS Cellco Partnerships dba Verizon Wireless (Verizon) has applied to the Town Board for permission to install, maintain and operate small cell wireless technology on utility poles within the Town's Right-of-Way to help facilitate upgrades to the wireless communication services provided to residents and users within the Town, and

WHEREAS, the Town Board recognizes that small cell technology represents a next generation option for expanding coverage for voice, broadband and 911 services to homes, businesses and schools and travelers within the Town and wishes to accommodate the request through a Master License Agreement setting forth terms and conditions for the placement and maintenance of such facilities, and

WHEREAS, small cell facilities are typically mounted on utility poles and similar structures less than 50 ft. in height, and require no more than 3 cubic feet of volume for antennae equipment, (see exhibit A) and

WHEREAS, the Board wishes to establish a townwide fee structure for the installation and operation of small cell facilities within the Town for Verizon as well as other carriers and communications entities, as follows:

- One-Time Application Fee:       \$ 100 – Collocation of a Small Wireless Facility on an existing or replacement Utility Pole
- \$ 1000.00 – New Pole, including the placement of a Small Wireless Facility on such New Pole
- Recurring Fee:                     \$ 135.00.00 per Small Wireless Facility per year.

now therefore, be it

RESOLVED that the Supervisor is authorized to sign the attached Master License Agreement with Cellco Partnership dba Verizon Wireless, and be it further

RESOLVED, that the Fee Schedule for small cell facilities within the Town as outlined above is hereby adopted.

**SMALL WIRELESS COMMUNICATIONS FACILITIES  
MASTER LICENSE AGREEMENT**

THIS SMALL WIRELESS COMMUNICATIONS FACILITIES MASTER LICENSE AGREEMENT ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between the Town of Clifton Park (the "Town") and Cellco Partnership d/b/a Verizon Wireless ("Licensee"). The Town and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

**RECITALS**

WHEREAS, the Town owns, operates, maintains or otherwise controls the public rights-of-way situated within its jurisdictional boundaries and owns as its personal property a certain number of poles located in the public rights-of-way; and

WHEREAS, Licensee owns and/or controls, maintains and operates a wireless communications network, for which Licensee desires to install, attach, operate and maintain Small Wireless Facilities in the Town's public rights-of-way as provided herein; and

WHEREAS, the Town recognizes that small wireless facilities are critical to delivering reliable access to wireless telecommunications technology, broadband and 9-1-1 services to homes, businesses, schools within the Town; and

WHEREAS, the Town recognizes the need for Small Wireless Facilities, including facilities commonly referred to as "small cells" and "distributed antenna systems," to allow access to advanced technologies wirelessly, which are deployed most effectively in the public rights-of-way; and

WHEREAS, the Parties acknowledge and agree that the purpose of this Agreement is to permit the deployment of Small Wireless Facilities within the Town's public rights-of-way, subject to applicable laws, including but not limited to the rules, regulations and orders of the Federal Communications Commission, as further described herein, and any rules, regulations and orders of the New York State Public Service Commission.

ACCORDINGLY, in consideration of the covenants of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

**1. Definitions:**

- a. "Application" means a request submitted by Licensee (i) for a small cell building/work permit to collocate small wireless facilities in a ROW; or (ii) to approve the installation or modification of a utility pole or Wireless Telecommunications Facility support structure in a ROW.
- b. "Collocate" means to install, mount, maintain, modify, operate, or replace wireless telecommunications facilities on or adjacent to a wireless support structure or utility pole. "Collocation" has a corresponding meaning.
- c. "Commencement Date" means the first day of the month following the date that is 180 days from the date of the fully approved Pole License.

- d. "Equipment" means equipment, technologies, frequencies and related fiber, power and other materials reasonably necessary to access, connect, operate and provide power to Licensee's equipment to enable wireless telecommunications.
- e. "Licensee's Use" shall mean Licensee's license to access, use, and occupy the ROW, Utility Poles, including Town Owned Poles, Privately Owned Poles, and Verizon Owned Poles, as described in Section 2(a).
- f. "Rights-of-Way" or "ROW" means the area on, below, or above a roadway, highway, street, sidewalk, alley, utility easement, or similar property, but not including a federal interstate highway, in the Town of Clifton Park and owned by the Town.
- g. "Small Cell Building/Work Permit" means a building or work permit authorizing the installation of a small wireless facility.
- h. "Small Wireless Facilities" or "Small Cell" are defined as those meeting the following conditions:
  - 1. The facilities
    - 1. are mounted on structures 50 feet or less in height including their antennas, or
    - 2. are mounted on structures no more than 10 percent taller than adjacent structures, or
    - 3. do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater;
  - 11. Each antenna associated with the deployment, excluding associated antenna equipment, is no more than 3 cubic feet in volume, and although technological improvements in may be modified in the future, ( Current visual depictions of typical antenna equipment are attached as Exhibit A) and
  - 111. All other wireless equipment associated with the structure including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume.
- 1. "Utility Pole" means a pole or similar structure that is used in whole or in part for the purpose of carrying electric distribution lines or cables or wires for telecommunications, cable or electric service, or for lighting, traffic control, signage, or a similar function regardless of ownership. Such term shall include structures supporting only Wireless Telecommunications Facilities.
- J. "Wireless Telecommunications Facility" means equipment at a fixed location that enables wireless telecommunications between user equipment and a communications network, including: (i) equipment associated with wireless telecommunications; and (ii) radio transceivers, Antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes small wireless facilities. The term does not include the structure or improvements on, under, or within which the equipment is collocated.

k. "New Pole" means a new pole or similar structure placed by Verizon in the town's Right of Way to support a Small Wireless Facility pursuant to this Agreement.

2. Grant.

- a. Subject to applicable laws and this Agreement, the Town grants Licensee a nonexclusive license to:
- i. access, use and occupy the Town's ROW 7 days a week, 24 hours a day, for the installation, construction, use, maintenance, operation, repair, modification, replacement and upgrade of Equipment, technologies, frequencies and related fiber and materials reasonably necessary to access, connect, operate and provide power to its Equipment that enables Verizon's wireless communications
  - ii. use and/or replace Town owned or controlled poles for Licensee's Use ("Town Owned Poles");
  - iii. use privately owned or controlled Utility Poles, including replacement Utility Poles, for Licensee's Use in the ROW pursuant to agreement with the entity owning the poles ("Privately Owned Poles"); and
  - iv. install, replace or remove a pole or poles for Verizon's benefit ("Licensee Owned Poles");  
(collectively the poles identified above are referred to as "Poles").
- b. Licensee's Use of Utility Poles shall, in accordance with Section 5, require the Town's issuance of a Pole License (defined below).
- c. Verizon shall, upon request, provide the Town with a written certification of authorization by the owner to attach to third party utility poles.
- d. The Town expressly reserves for itself the rights and uses of the ROW for its public purposes and for the public's health, safety and general welfare. Licensee shall not take any actions, even those described above, which require a permit, unless that permit has been issued by the Town.
3. Term of Agreement. The term of this Agreement shall be for 10 years beginning on the Effective Date (the "Term"). Unless either Party provides written notice to the other Party at least ninety 90 days prior to expiration of the Term that such Party will not renew the Term, the Term will automatically renew for additional 5-year periods unless either party provides at least 90 days' notice prior to the expiration of the renewal term. After the expiration or earlier termination of this Agreement, it shall apply to all Pole Licenses entered into hereunder until the expiration or termination of such Pole Licenses.
4. Fees. Licensee shall pay to the Town the Fees set forth in the "Fee Schedule" attached hereto and made a part hereof as Exhibit B.i
- a. Licensee shall pay the one-time application fee with submission of the Pole Application for each Utility Pole..
  - b. For the initial recurring fee, Licensee shall pay such fee within 90 days of the Commencement Date. For subsequent recurring fees, Licensee shall pay the recurring fee on December 31 of each year, based on how many Pole Licenses have been approved as of November 30 of each year and which the initial recurring fee has been paid.
  - c. Licensee may make payments by check made out to the order of the Town of Clifton Park and sent to the following address or through electronic transfer subject to the Town's written approval and necessary bank routing instructions.

Town of Clifton Park

Office of the Comptroller/Receiver of Taxes  
Attn: Rose Savallo  
One Town Hall Plaza  
Clifton Park, NY 12065

5. Pole License.

- a. Prior to installing any Equipment, new Verizon Owned Poles, replacement of Town Owned Poles or Privately Owned Poles, Verizon shall file an Application with the Town on the form attached hereto and made a part hereof as Exhibit C (the "Pole Application") for one or more poles. Within 60 days of receipt of a Pole Application for the installation of Equipment or replacement of Utility Poles, the Town shall, in writing, approve or reject the Pole Application, otherwise the Pole Application shall be deemed approved. Within 90 days of receipt of a Pole Application for new Utility Pole, the Town shall, in writing, approve or reject the Pole Application, otherwise the Pole Application shall be deemed approved. If the Town timely rejects the Pole Application, the review period will be suspended until Licensee cures the non-compliance. Upon approval, a Pole Application shall be deemed to be a separate pole license ("Pole License") for each pole included in the Pole Application. The acquisition and installation of any Poles shall be paid for in full by Verizon.
- b. The Town shall treat Licensee in a manner that is competitively neutral, nondiscriminatory, consistent with all applicable laws, and is no more burdensome than other users of the ROW or utility poles for similar uses within the ROW. The fees set forth in Exhibit A will be deemed discriminatory and not competitively neutral if different amounts are charged by the Town for similar uses of the ROW to other providers of Small Wireless Facilities during the term of this Agreement. [The purpose of this footnote is to ensure to Verizon that Clifton Park will not charge, e.g., AT&T \$50 for applications/ \$100 for a re-occurring fee-the Town agrees to amend Exhibit A in the event we enter into other MLAs and charge different rates]
- c. The Town may reject a Pole Application for any reason permitted under applicable laws, which must be specified with reasonable detail in the written rejection, such as:
  - i. concerns about structural capacity, safety, reliability, or generally applicable engineering practices;
  - ii. Pole Application is incomplete;
  - iii. proposed Equipment exceeds the height, dimension or other parameters for Small Wireless Facilities under applicable law;
  - iv. design documents attached to the Pole Application do not comply with this Agreement or with the Town's pole attachment laws for traffic light poles, interfere with the Town's public safety radio system, traffic signal light system, or other communications components, or do not comply with the Design Criteria; the Pole Application does not include a load bearing study or structural report on the Utility Pole; or
  - v. Licensee did not pay the one-time application fee with submission of the Pole Application
  - vi. Specific, articulable determination by the Town that the proposed pole placement is incompatible with existing uses based on proximity to such existing uses.
- d. Any such aesthetic or other design criteria for Small Wireless Facilities and poles upon which Small Wireless Facilities are attached (collectively, the "Design Considerations") which are adopted by the Town shall only apply if the criteria are (i) reasonable, (ii) applied equally and in a non-discriminatory manner to other types of infrastructure deployments within the ROW, (iii) objective and published in advance of a Small Wireless Facility request/application submitted herein, and (iv) comply with

applicable federal and state laws. If pole reinforcement or replacement is necessary, Licensee shall provide engineering design and specification drawings at its sole cost demonstrating the proposed alteration to the pole. Changes made to the Town's Design Considerations shall not be imposed or otherwise applied retroactively unless required by law or subsequent agreement of the Parties.

- e. Licensee shall pay for any electricity service for Small Wireless Facilities. As permitted by the electric provider, Licensee may install an electric meter on a Town Owned Pole or the ground adjacent to a Town Owned Pole.
- f. Licensee shall cooperate with other telecommunications providers and utilities wishing to collocate on privately owned poles as well as Verizon owned poles to the maximum extent that it is technologically feasible, and will not unreasonably delay or prevent the attachment of competing antennae and related equipment on poles that are the subject of any application to the Town pursuant to this agreement.

6. Pole License Term. The term of each Pole License shall be 10 years beginning on the first day of the month following the date that is 180 days from the date of the fully approved or fully executed (as applicable) Pole License ("Commencement Date"). Unless Licensee provides written notice to the Town prior to the expiration of the then current term that Licensee will not renew any Pole License, each Pole License will automatically renew for 3 consecutive 5-year periods.

- a. A Pole License may be terminated prior to the expiration of its term: (i) by the Town upon written notice to Licensee, if Licensee fails to pay any amount when due and such failure continues for 30 days after Verizon's receipt of written notice; (ii) by either Party upon written notice to the other Party, if such other Party fails to comply with this Agreement and the Party has failed to initiate a cure within 60 days after receipt of written notice; (iii) by Licensee upon 60 days prior written notice to the Town for reasons related to its coverage network, in its sole discretion or (iv) by Licensee in the event that Licensee fails to timely obtain or maintain, or is not satisfied with any governmental approval applicable to Licensee.
- b. Following expiration or earlier termination of any Pole License, Verizon shall remove at its sole cost and expense all Equipment from the Town Owned Poles and, other than reasonable wear and tear, repair and restore the Town Owned Poles and the ROW to its prior condition, unless the Town authorized otherwise. In the event that Licensee removes any Town Owned Poles pursuant to this Agreement, the Town shall retain ownership of any poles Verizon or its contractor removes and shall provide directions to Licensee for their reuse or disposal. Equipment installed pursuant to clauses (ii) or (iii) of Section 2 shall not be subject to removal under this Agreement but shall at all times remain subject to the Town Code (as defined below).

7. Permits/Town Code. While the requirements of the Code of the Town of Clifton Park ("Town Code") are in addition to the requirements of this Agreement, Licensee shall be required to apply for and obtain only those permits that are required of other occupants of the ROW. The Town may only impose on Licensee those conditions or restrictions on permits that are permitted by applicable laws and are necessary to protect structures in the ROW, to ensure the proper restoration of the ROW, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the ROW. Within 180 days after the Effective Date, the Town will consider revisions to the Town Code to conform with this Agreement and applicable law, and to clarify that any provision of the Town Code (pertaining to "Telecommunications facilities") does not apply to Small Wireless Facilities. The fees for pole licenses agreed to within this Agreement shall constitute the only review fees associated with pole licenses.

8. Interference.

- a. Licensee will not unreasonably interfere with Town traffic, public safety or other communications signal equipment in the Town ROW. The Town agrees that it will not unreasonably interfere with

Verizon's Equipment or Use.

- b. If interference occurs, the non-interfering Party shall notify the interfering Party via telephone to Verizon's Network Operations Center at (800) 621-2622 or to Town at Director of Security at 518 348-7311 and the Parties shall work together to cure the interference as soon as commercially possible.

9. Maintenance, Repairs and Modifications.

- a. Equipment Maintenance, Repairs and Modifications. Licensee shall keep and maintain all Equipment in commercially reasonable condition and in accordance with any applicable and non-discriminatory maintenance requirements of the Town. Licensee may conduct testing and maintenance activities, and repair and replace damaged or malfunctioning Equipment at any time. Licensee may maintain, repair, replace and make like-kind modifications to any Small Wireless Facility that do not materially change the size, height and weight of the Small Wireless Facility or exceed the structural capacity of the supporting structure without requiring additional applications, permits or other Town approval. Licensee shall obtain all required permits and prior approvals from the Town for all other work subject to the terms of this Agreement.
- b. Pole Repairs and Replacements. Licensee shall notify the Town if a Town pole for which Licensee has a Pole License is in need of repair or replacement. Upon receipt of such notice, the Town shall promptly repair or replace such pole, unless otherwise agreed by the Parties in the applicable Pole License. If the Town becomes aware of damage to a Town pole that supports the Equipment, the Town shall notify Verizon's Emergency Contact as soon as practicable. The Parties will use reasonable efforts to coordinate any necessary responses. In the event of any damage to a pole that impacts Licensee's Use, Licensee may repair or replace the pole with a like-kind pole at its own expense. Licensee may reinstall its Equipment after a damaged pole has been repaired or replaced. Licensee may temporarily use an alternative pole or structure reasonably acceptable to the Parties during repair or restoration of a pole.
- c. Emergency Events. The Town reserves the right to take all reasonable actions in the case of an emergency to protect the public health and safety of its citizens, and to ensure the safe operation of its rights of way and public facilities. In case of an emergency affecting the Equipment or Licensee's Use, Licensee may access the ROW and perform necessary repairs to its Equipment and to the pole, including the right to install a replacement pole, without first obtaining any otherwise necessary permit(s) or authorization(s). All emergency work in the ROW shall be conducted by Licensee in a safe and good workmanlike manner and in accordance with applicable laws.
- d. Emergency Contacts. Verizon's network operations center may be reached 24/7 at (800) 621-2622. The Town's 24/7 emergency contact information is 518-281-5065 [will update]. Each Party will maintain the emergency contact information current at all times with the other Party.

10. Removal and Relocation. No later than 180 days after receipt of written notice from the Town, Licensee shall remove and may relocate the Equipment to an alternative location made available by the Town due to: (i) construction, expansion, repair, relocation, or maintenance of a street or other public improvement project; or (ii) maintenance, upgrade, expansion, replacement, or relocation of Town traffic light poles and/or traffic signal light system; or (iii) permanent closure of a street or sale of Town property. The Town shall require removal or relocation only if necessary. If Licensee fails to remove or relocate any Equipment within 180 days, the Town shall be entitled to remove the Equipment at Verizon's expense. The Parties shall cooperate to the extent possible to assure continuity of service during any relocation. The Town shall use best efforts to provide a reasonably equivalent location that affords Licensee substantially similar engineering objectives.

11. Indemnity/Damages. Verizon shall indemnify, defend and hold the Town, its employees, officers, elected officials, agents and contractors (the "Indemnified Parties") harmless from and against all injury, loss,

damage, liability, costs or expenses arising from any third party claims resulting from Licensee's Use of Town Right of Ways or Verizon's breach of this Agreement. Verizon's indemnity shall not apply to any liability resulting from the negligence or willful misconduct of the Town or other Indemnified Parties. The Town shall give prompt written notice to Licensee of any claim for which the City seeks indemnification. Licensee shall have the right to investigate these claims. Licensee shall not settle any claim without reasonable consent of the Town, unless the settlement (i) will be fully funded by Licensee, and (ii) does not contain an admission of liability or wrongdoing by any Indemnified Parties. Neither Party will be liable under this Agreement for consequential, special, punitive or indirect damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

12. Insurance.

- a. Licensee shall, and shall require its contractors and subcontractors to obtain and maintain substantially the same insurance as required of Licensee, carry the following insurance: (i) commercial general liability insurance in an amount of \$3,000,000 per occurrence for bodily injury (including death) and property damage and \$4,000,000 general aggregate including loss of use thereof, and including products and completed operations; (ii) Workers' Compensation Insurance as required by law; and (iii) employers' liability insurance in an amount of \$500,000 bodily injury each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.
- b. The insurance coverages identified in this Section: (i) except the Workers' Compensation Insurance, shall include the Town as an additional insured as their interests may appear under this Agreement; (ii) will be primary and non-contributory with respect to any self-insurance or other insurance maintained by the Town; (iii) contain a waiver of subrogation for the Town's benefit; and (iv) will be obtained from insurance carriers having an A.M. Best Co. (or its successor) rating of at least "A-". and will be licensed to conduct business within the State of New York.
- c. Licensee shall provide the Town with a Certificate of Insurance to provide evidence of insurance. Licensee shall provide the Town with thirty (30) days prior written notice of cancellation upon receipt of notice thereof from its insurer(s).

13. Assignment. Licensee may assign this Agreement, any Town Pole License, and/or related permits to any entity which (i) is an affiliate, subsidiary or successor of Licensee; or (ii) that acquires all or substantially all of the Verizon's assets in the market. Licensee shall provide the Town written notice of any such assignment. Otherwise, Licensee shall not assign or transfer this Agreement or the rights granted hereunder without the Town's written consent.

14. Notices. Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail or with a commercial courier. Unless either party notifies the other of a change of address, notices shall be delivered as follows:

If to Town:

Town of Clifton Park  
One Clifton Park Circle  
Clifton Park, NY 12309  
Attn: Town Attorney

With a copy to:

Town of Clifton Park  
One Clifton Park Circle  
Clifton Park, NY 12309  
Attn: Town Clerk

If to Licensee:

Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road

With a copy to:

Cellco Partnership  
d/b/a Verizon Wireless  
[MARKET LEGAL ADDRESS]

Bedminster, New Jersey 07921  
Attention: Network Real Estate

[ADDRESS]  
Attention: Legal Department

Notices shall be deemed effective upon delivery or refusal of delivery.

15. Change of Law. If any state or federal law sets forth a term or provision that is inconsistent with or different than this Agreement, then the Parties agree to promptly amend the Agreement to effect the term or provision set forth under such law.
16. Taxes. If the Town is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from Licensee with respect to the transactions contemplated by this Agreement, then the Town shall bill such Tax to Licensee in the manner and for the amount required by law. Licensee shall pay such billed amount of Tax to the Town, and the Town shall remit such Tax to the appropriate tax authorities as required by law. Licensee shall have no obligation to pay any Tax for which Licensee is exempt. Otherwise, Licensee shall be responsible for paying all Taxes that are the legal responsibility of Licensee under applicable law.
17. Laws; Non-discrimination
  - a. The Parties shall comply with applicable laws including, without limitation, regulations and judicial decisions, Federal Communications Commission regulations and order.
  - b. Notwithstanding anything else in this Agreement, the Town shall treat Licensee in a manner that is competitively neutral, nondiscriminatory, consistent with all applicable laws, and is no more burdensome than other users of the ROW, existing Utility Poles, or new Utility Poles.
18. Miscellaneous. This Agreement shall be governed by the laws of the State of New York and all other applicable laws. The provisions of this Agreement may be waived or modified only by written agreement signed by both Parties. This Agreement may be executed in counterparts. A scanned or electronic copy shall have the same legal effect as an original signed version. If one or more provisions in this Agreement is found to be invalid, illegal or otherwise unenforceable, all other provisions will remain unaffected and shall be deemed to be in full force and effect and the Parties shall amend this Agreement, if needed to give effect the original intent of the Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors. Nothing in this Agreement shall be construed to grant Licensee an interest in the Town's ROW or the Town's assets located in the ROW. Neither Party shall be responsible for delays in the performance of its obligations caused by events beyond the Party's reasonable control. As to the subject matter hereof, this Agreement is the complete agreement of the Parties. The Parties represent and warrant that the individuals executing this Agreement are duly authorized.

*[Remainder of page intentionally left blank; signature page to follow.]*

IN WITNESS WHEREOF, the Parties have executed, or caused their respective duly authorized representatives to execute, this Agreement as of the day and year listed below.

TOWN OF CLIFTON PARK

CELLCO PARTNERSHIP

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Printed Name: **Phil Barrett** \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Supervisor

Title: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the Town Attorney

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

**EXHIBIT A**

**FEE SCHEDULE**

One-Time Application Fee	\$ 100 - Collocation of a Small Wireless Facility on an existing or replacement Utility Pole
	\$ 1000.00 - New Pole, including the placement of a Small Wireless Facility on such New Pole
Recurring Fee	\$ 135.00.00 per Small Wireless Facility per year.

Except as provided in this Fee Schedule, the Town shall not require any other or additional recurring fees, costs, or charges of any kind.

**EXHIBIT B**  
**Form of Application for Pole License**

APPLICATION IS HEREBY MADE to the Town of Clifton Park for the issuance of a building and zoning permit pursuant to Town Code and the New York State Uniform Fire Prevention and Building Code, in accordance with the Master License Agreement by and between the Town of Clifton Park and Cellco Partnership ("Licensee").

Pole License Application No. \_\_\_\_\_

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

Applicant Name: \_\_\_\_\_

CHECK ONE:  LICENSEE  
 CONTRACTOR  
 OTHER (explain)

**ADDRESS** \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_ DAY PHONE: \_\_\_\_\_

**Applicant will own, install, maintain, repair and replace all Equipment identified in this application, as further provided in the Master License Agreement.**

Check the appropriate box:

**D The Town will own, maintain, repair and replace (as necessary) the pole(s) at the location(s) referenced in the following table. The Town will, at Applicant's expense, replace existing Town pole(s) with new pole(s) if needed to support the initial attachment of the Equipment.**

Pole Type	Verizon Site ID #	Town Site ID #	Lat/Long Coordinates	General Equipment Description	Application Fee (per Pole)	Annual Fee (per Pole)
					\$	\$
<b>Total:</b>					\$	\$

\*Application fee(s) and annual fee(s) to commence and be paid consistent with the terms of the Master License Agreement.

**D Applicant will own, maintain, repair and replace (as necessary) the pole(s) at the location(s) referenced in the following table. Applicant will, at Applicant's expense, replace existing Town pole(s) with new pole(s) to support the initial attachment of the Equipment.**

Pole Type	Site ID #	Site ID #	Lat/Long Coordinates,	General Equipment Description	Application / Fee (per Pole)	Annual Fee (per Pole)
					\$	\$
<b>Total:</b>					\$	\$

\*Application fee(s) to commence and be paid consistent with the terms of the Master License Agreement. Note: Attachment fees do not apply to poles owned by Applicant.

If more than one (1) site is listed above, rejection of one (1) or more sites shall not constitute a rejection of all other acceptable sites.

**APPLICANT HAS PROVIDED THE FOLLOWING - CHECK IF APPLICABLE:**

- D** Site plan and engineering design and specifications for installation of Equipment, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, transport solution, electrical distribution panel, electric meter, and electrical conduit and cabling. Where applicable, the design documents should include specifications on design, pole modification, and ADA compliance.
- D** Load bearing study or structural report that determines whether the Town pole requires reinforcement or replacement in order to accommodate attachment of Equipment. If pole reinforcement or replacement is warranted, the design documents should include the proposed pole modification.
- D** If the proposed installation will require a new pole or reinforcement or replacement of an existing Town pole, provide applicable design and specification drawings.
- D** The number, size, type and proximity to the facilities of all communications conduit(s) and cables to be installed.

- D Description of the utility services required to support the facilities to be installed.
- D All necessary permits and letters of authorization from all affected parties.
- D List of the contractors and subcontractors, and their contact information, authorized to work on the project.

ATTACH CHECK OR MONEY ORDER IN AMOUNT OF APPROPRIATE APPLICATION FEE. THIS PROCESSING FEE IS NON-REFUNDABLE AND NON-TRANSFERABLE. THE TOWN WILL PROCESS THIS APPLICATION WITHIN 30 DAYS OF RECEIPT DATE, UNLESS AN AGREEMENT IS EXECUTED BY APPLICANT AND THE TOWN TO EXTEND THE APPROVAL DATE.

The Applicant has reviewed and fully understands the requirements and conditions listed on this application. Article II, Section 75.5B of the Code of the Town of Clifton Park requires that where such application is made by a person other than the owner, it shall be accompanied by an affidavit of the owner or applicant that the proposed work is authorized by the owner and that the applicant is authorized to make such application.

**Applicants who are the owners of the property DO NOT need to have this application notarized.**

The undersigned hereby swears that the information provided on this application is true, correct and accurate.

Sworn to me on this \_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name

Notary Public, State of New York

\_\_\_\_\_  
Date

**(FOR TOWN USE ONLY BELOW)**

BUILDING SITE ADDRESS \_\_\_\_\_

\_\_\_\_\_ KNOWN EASEMENTS:    \_\_\_ WATER            SEWER  
 \_\_\_\_\_ DRAINAGE    \_\_\_ OTHER

PERMIT FEE DUE \$ \_\_\_\_\_ BASED ON \_\_\_\_\_

COMMENTS \_\_\_\_\_  
 \_\_\_\_\_

ZONING DISTRICT \_\_\_\_\_ SECTION-BLOCK-LOT \_\_\_\_\_

- 1. FOOTING FORMS AND REINFORCING PRIOR TO POURING OF CONCRETE
- 2. FOUNDATION LOCATION PROVIDED AND STONE DRIVEWAY BASE INSTALLED PRIOR TO FOUNDATION INSPECTION
- 3. FOUNDATION WALL AND DRAIN TILE INCLUDING LATERAL PRIOR TO BACKFILLING
- 4. FIREPLACE INSPECTION AT BOX AND AT HALF STACK
- 5. ROUGH PLUMBING
- 6. ROUGH ELECTRICAL
- 7. ROUGH FRAMING INSPECTION INCLUDING TRUSS CERTIFICATES AND ROUGH GRADING ESTABLISHED
- 8. INSULATION INCLUDING PROPER VENTILATION
- 9. FINAL PLUMBING
- 10. FINAL ELECTRICAL
- 11. FINAL BUILDING INSPECTION
- 12. FINAL GRADING AND SOIL EROSION CONTROL
- 13. (ADDITIONALINSPECTIONS)

RECEIPT DATE: \_\_\_\_\_ APPLICATION NO.: \_\_\_\_\_

APPROVED BY (SIGNATURE): \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVAL DATE: \_\_\_\_\_

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**RESOLUTION**

**#14**

Resolution No. \_\_\_\_ of 2023, a resolution authorizing Town Historian John Scherer to attend the Association of Public Historians of New York State Annual Conference.

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

WHEREAS, Procurement Policy #10 states that all requests to attend classes, seminars or professional conferences involving overnight stays must be approved by the Town Board, and

WHEREAS, Chris O'Hara, Town Board Liaison to the Historic Preservation Commission, recommends that Town Historian John Scherer be authorized to attend the Association of Public Historians Conference in Ithaca, New York, September 18-20, at a cost not to exceed \$677.00, and

WHEREAS, John Scherer's attendance at the Association of Public Historians Conference would confer a benefit to the town; now, therefore, be it

RESOLVED, that John Scherer is authorized to attend the Association of Public Historians Conference in Ithaca, New York, September 18-20, 2023 at a total cost not to exceed \$677.00 including registration, meals, lodging and transportation, to be paid from budget line item A- 7510-001 (General Fund-Historian-Training/Conferences).