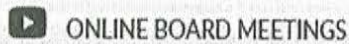


TOWN OF CLIFTON PARK TOWN BOARD MEETING

September 18, 2023

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



- I. **Call to Order/7:00 P. M. – Wood Room, Town Hall**
- II. **Pledge to Flag**
- III. **Roll Call**
- IV. **Approval of Town Board Minutes**
- V. **Communications/Announcements**
- VI. **Business**
 - **7:05pm Public Hearing to amend the Town Code to include a ban on all smoking in Town parks and nature areas**
 - **Resolutions for Consideration**
 - **Other Business**

VII. **Open Public Privilege**

NOTE:

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

VIII. **Adjournment**

Resolutions for Consideration
Clifton Park Town Board Meeting
September 18, 2023

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Legal	Authorize retainer agreement with Lewis & Greer, P.C. to represent Town Assessor's office	T.McCarthy
2. Legal	Approve stipulation and order of settlement of Tax Certiorari litigation regarding tax exemption for Volunteer Firefighters	P. Barrett
3. Planning	Accept a Saratoga County Grant for Town Center Park entrance and trail signage	P. Barrett
4. Comptroller	Authorize the Town Supervisor to sign installment lease agreements for the financing of an equipment and a vehicle purchase for the Highway Department	P. Barrett
5. Comptroller	Adopt resolution for elected and appointed personnel for NYS Retirement	P. Barrett
6. Town Board	Accept a proposal from Greenman-Pedersen, Inc. for engineering services to analyze the gasoline pumps at the Highway Department	P. Barrett
7. Town Board	Accept proposal from Humphrey Memorials for special services for the Veterans Memorial Walkway at the Clifton Common	P. Barrett
8. Town Board	Direct the Highway Superintendent to cooperate with a Human Resources investigation regarding the separation of a Highway Department employee in 2023	P. Barrett

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING TO PROHIBIT SMOKING WITHIN THE TOWN OWNED
AND MANAGED PARKS AND NATURE PRESERVES.

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on September 18, 2023, at 7:05 p.m. in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York to consider amending Chapters 152 and 153 of the Town Code to prohibit the smoking of tobacco and non-tobacco products, through traditional delivery methods, as well as through electronic devices such as “vaping” and electronic cigarettes within the Town’s Parks and Preserves.

Copies of the proposed local law are posted on cliftonpark.org/Department/Town Clerk/Bulletin Board and are available for review in the Town Clerk’s office during normal business hours.

Teresa Brobston
Clifton Park Town Clerk

Underlines is new language
and [brackets] delete
language.

DEFINITIONS

Non-tobacco smoking product. "Non-tobacco smoking product" shall mean any product that does not contain tobacco or nicotine and that is designed for human use or consumption by the inhalation of smoke, including but not limited to (i) pipes, water pipes, rolling papers, and any other component part, or accessory of such product.

Smoking. "Smoking" means inhaling, exhaling, burning, or carrying any lit or heated cigar, cigarette, little cigar, pipe, water pipe, herbal cigarette, non-tobacco smoking product, cannabis products, or any similar form of lighted object or device designed for human use or consumption by the inhalation of smoke.

Vapor product means "any non-combustible product containing nicotine that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, to produce vapor from nicotine in a solution or any form [including] any electronic cigarette.

Cannabis. "Cannabis" as defined in paragraph 5 of section 3 of New York State's Cannabis Law (as added by L 2021, c 92, § 2, eff. March 31, 2021), also known as the "Marihuana Regulation and Taxation Act" ("MRTA"); (d) Commissioner. "Commissioner" means the Commissioner of the New York

...

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 it 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. Discharge of firearms, or bows of any type, for hunting, target shooting or any other purpose during any time of the year other than as set forth above relative to waterfowl hunting, is prohibited. Hunting is allowed to the exclusion of all other uses, recreational or otherwise, during the above-described seven-day period.
- (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 discharge of firearms restricted.
[Amended 12-13-2021 by L.L. No. 10-2021]

Hunting and any discharge of firearms, or bows of any type, are prohibited within any nature preserve owned or managed by the Town of Clifton Park.

§ 152-4 Motorized vehicles restricted.

- (a) 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.

152-4 (b) Smoking and the use of tobacco and cannabis products are prohibited at all Nature Preserves within the Town, including buildings, grounds parking lots and areas. This includes tobacco, non-tobacco smoking products, vapor products, and the use of vaping devices to inhale cannabis products.

§ 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 of all firearms, rifles, 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]**
- I. Smoking and the use of tobacco and cannabis products are prohibited at all Parks and Preserves within the Town, including buildings, grounds, parking lots and areas. This includes tobacco, non-tobacco smoking products, vapor products, and the use of vaping devices to inhale cannabis products.

§ 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.

Chapter 153

Parks

[**HISTORY: Adopted by the Town Board of the Town of Clifton Park 6-18-2007 by L.L. No. 6-2007. Amendments noted where applicable.**]

GENERAL REFERENCES

Department of Buildings and Grounds- See Ch. SA.

Environmental Conservation Commission - See Ch. 13.

Department of Parks, Recreation and Community Affairs - See Ch. 34.

Alcoholic beverages - See Ch. 59.

Mass public assemblies - See Ch. 64.

Burning - See Ch. 80.

Dogs - See Ch. 92.

Firearms - See Ch. 108.

Noise- See Ch. 149.

Nature preserves- See Ch. 152.

Zoning - See Ch. 208.

Article I

Parks, Park Areas and Park Districts

§ 153-1 Findings and determinations.

It is hereby the finding and determination of the Town Board that use of parks and park areas within the Town of Clifton Park beyond established times or in violation of the following prohibitions constitutes and creates disturbance for homeowners and others residing within the vicinity of town parks and park areas.

§ 153-2 Park hours.

All parks and park areas within the Town of Clifton Park, and all areas on the Clifton Common, shall be open for public use from the hours of 5:30 a.m. until 10:00 p.m. or as otherwise posted. This limitation shall apply to all exterior areas and shall not be applicable to activities inside any buildings within any of the aforesaid areas.

§ 153-3 Collins Park.

All dogs at Collins Park shall be on a leash and kept under leash control.

§ 153-4 Prohibited acts.

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

- A. Utilize or make use of any park within the Town except during the hours set forth at § 153-2 hereinabove.
- B. Use or utilize any park within the Town for any act or use which is prohibited by this article.
- C. Vandalize, spray paint, break, or damage, any property, fixture, building, facility, improvement or structure, or any trees, shrubbery, landscaping materials, and the like in any park or park area within the Town.
- D. Operate any motor vehicle of any sort on any field, court, park or recreational facility other than for official purposes and in designated areas. This shall include motor vehicles, all-terrain motorized vehicles, snowmobiles, trail bikes, motorcycles, or any other motor-driven craft.
- E. Use or ignite fireworks of any kind, including sparkling devices as defined in Subparagraph (vi) of Subdivision (a) of Paragraph 1 of § 270.00 of the New York State Penal Law, as referenced in § 156-h of the New York State Executive Law. [Added 8-17-2015 by L.L. No. 9-2015]
- F. Smoking and the use of tobacco and cannabis products are prohibited at all Parks and Preserves within the Town, including buildings, grounds, parking lots and areas. This includes tobacco products, cannabis products, non-tobacco smoking products, vapor products, and the use of vaping devices to inhale cannabis products.

§ 153-5 Parking limited to park use.

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

It shall be unlawful and constitute a violation under this article for any person to park any motor vehicle in a town park or public park within a park district at a time when the operator of the motor vehicle is not utilizing the park or park facilities for their lawful purpose(s).

**Article II
Clifton Common**

§ 153-6 Determination.

The Town of Clifton Park hereby determines that substantial moneys have been invested by the Town in the Clifton Commons, and substantial time and effort on the part of volunteers and volunteer organizations have been and continue to be provided to develop, maintain and continue the Clifton Common as a special recreational and park area for town residents. Certain activities if permitted on the Clifton Common would create risks to personal safety or property or problems with respect to the maintenance of the Clifton Common and involve uses never intended for this area of the town.

§ 153-7 Activities specifically prohibited on Clifton Common.

- A. Golfing on the Clifton Common is hereby prohibited.
- B. Smoking and the use of tobacco and cannabis products are prohibited at all Parks and Preserves within the Town, including buildings, grounds, parking lots and areas. This includes tobacco products, cannabis products, non-tobacco smoking products, vapor products, and the use of vaping devices to inhale cannabis products.

§ 153-8 **Dogs.**

All dogs upon the Clifton Common must be kept upon a leash and under leash control.

§ 153-9 **Penalties for offenses.**

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

- A. Any person found to have violated any of the provisions of § 153-3 and § 153-8 of this chapter shall be guilty of a violation and shall be subject to civil penalties according to the provisions of Chapter 92, § 92-13, of this Code.
- B. Any person found to have violated any of the remaining provisions of this Chapter 153 upon the Clifton Common shall be guilty of a violation and shall be subject to a civil penalty of up to \$250 for the first offense, and up to \$1,000 for every subsequent offense committed within 18 months, in addition to restitution for any damage to Park property.

Article III

§ 153-10 **Determinations.**

Clifton Park Action Park

The Town Board recognizes the popularity of skating and skateboarding as a means of active recreation for area residents and has established the Clifton Park Action Park as a members-only skate park for skateboarding and inline skating.

§ 153-11 **Authority to establish membership fees.**

The Director of Parks and Recreation shall establish annual membership fees for residents and for nonresidents and enter into agreements with area municipalities for reasonable membership fees for area residents as may be desirable for the maintenance and operation of the park, subject to approval by the Town Board.

§ 153-12 **Rules and regulations; infractions; appeals.**

- A. Rules and regulations for the Clifton Park Action Park shall be established by the Director of Parks and Recreation, subject to approval by the Town Board, and shall be posted at the park, are attached hereto and are available on the Town's website.
- B. Infractions or violations of Action Park rules and regulations established by the Director of Parks and Recreation as approved by the Board may result in a suspension or revocation of membership privileges, in addition to any other penalty as may be set forth in this article. Such suspension, revocation or limitation shall be in the discretion of the Assistant Director of Parks and Recreation ("Assistant Director") or his/her designee, subject to review upon appeal by the Director of Parks and Recreation. Appeal from such determination shall be in writing to the Director of the Department of Parks and Recreation within 30 days of the effective date of such determination and shall be heard at the Town Board meeting next following receipt of the appeal. The Director shall affirm, reverse, or modify the determination of the Assistant Director within one week of such hearing. Nothing herein shall prevent the Town Board or the Director from granting relief acceptable to the appellant prior to, or in the absence of, such written appeal or hearing.

§ 153-13 **Prohibited acts.**

- A. It shall be unlawful and shall constitute a trespass for any person to skate, use, or otherwise be within the park when the Action Park is closed.
- B. It shall be unlawful and shall constitute a trespass for any person to skate, use, or otherwise to be within the park without a current membership ID card or to assist another to be within the park without such membership.

- C. Dogs are prohibited within the Action Park.
- D. Smoking and the use of tobacco and cannabis products are prohibited at all Parks and Preserves within the Town, including buildings, grounds, parking lots and areas. This includes tobacco products, cannabis products, non-tobacco smoking products, vapor products, and the use of vaping devices to inhale cannabis products.

**§ 153-14 Penalties for offenses.
[Amended 9-8-2020 by L.L. No. 6-2020]**

Any person found guilty of § 153-13 of this article shall be guilty of a violation and shall be subject to the following:

- A. For a first offense: a civil penalty not to exceed \$250;
- B. For every subsequent offense committed within a period of 18 months: a civil penalty not to exceed \$1,000.

**Article IV
Swimming Pools**

§ 153-15 Clifton Park Town pools.

The Town Board recognizes the popularity of swimming and pool leisure activities as a means of active recreation for area residents. The Town of Clifton Park purchased and manages the community pools and clubhouses located on Barney Road and Locust Lane, the pool clubhouse on Burning Bush Boulevard and, in conjunction with the Longkill Park District, Country Knolls Pool located on Burning Bush Boulevard. The three Town pools have been designated as "members only."

§ 153-16 Authority to establish membership fees.

The Director of Parks and Recreation shall establish annual membership fees for residents and for nonresidents, subject to approval by the Town Board.

§ 153-17 Rules and regulations.

Rules and regulations for the three town pools and clubhouses shall be established by the Director of Parks and Recreation, subject to approval by the Town Board, and shall be posted at each pool, are attached hereto and are available on the Town's website.

**§ 153-18 Suspension or revocation of membership privileges; appeals.
[Amended 12-12-2022 by L.L. No. 3-2022]**

- A. Infractions or violations of the three town pools and clubhouses' rules and regulations established by the Director as approved by the Board may result in a suspension or revocation of membership privileges.
- B. Such suspension, revocation or limitation shall be in the discretion of the Assistant Director ("Assistant Director") or his/her designee, subject to review, upon appeal, by the Director. Appeal from such determination shall be in writing to the Director within 30 days of the effective date of such determination and shall be heard at the Town Board meeting next following receipt of the appeal. The Director shall affirm, reverse, or modify the determination of the Assistant Director within one week of such hearing. Nothing herein shall prevent the Town Board or the Director from granting relief acceptable to the appellant prior to, or in the absence of, such written appeal or hearing.

§ 153-19 Prohibited acts.

- A. It shall be unlawful and shall constitute a trespass for any person to use or otherwise be within pool and clubhouse designated areas when the pools and clubhouses are closed.
- B. It shall be unlawful and shall constitute a trespass for any person to use or otherwise to be within the pool or clubhouse area without a current membership unless he or she can be identified as a paid guest of a current member.
- C. Dogs are prohibited within pool and clubhouse designated areas.
- D. Smoking and the use of tobacco and cannabis products are prohibited at all pools and pool areas within the Town, including buildings, grounds, parking lots and areas. This includes tobacco products, cannabis products, non-tobacco smoking products, vapor products, and the use of vaping devices to inhale cannabis products.

§ 153-20 Penalties for offenses.

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

Any person found guilty of § 153-19 of this article shall be guilty of an offense and shall be subject to the following:

- A. For a first offense: a civil penalty not to exceed \$250;
- B. For a second offense committed within a period of 18 months: a civil penalty not to exceed \$500;
- C. For a third and any subsequent offense committed within a period of 18 months: a civil penalty not to exceed \$750;
- D. For a fourth and any subsequent offense committed within a period of 18 months: a civil penalty not to exceed \$1,000.

**Article V
Town Trails**

§ 153-21 Motorized vehicles restricted.

A. Motorized vehicles or crafts of any type are prohibited and shall not be parked or operated on trails within the Town. This shall include, but not be limited to, motor vehicles, all-terrain motorized vehicles, snowmobiles, motorized trail bikes, motorcycles or any other motor-driven vehicle or craft. This provision shall not apply to emergency vehicles or vehicles operated by police, environmental officers, Town officials or others designated by them on official business, or motorized wheelchairs or other motorized vehicles designed to enable an individual with a disability.

B. Smoking and the use of tobacco and cannabis products are prohibited on all Nature trails and multi-use pathways within the Town, including buildings, grounds, parking lots and areas. This includes tobacco products, cannabis products, non-tobacco smoking products, vapor products, and the use of vaping devices to inhale cannabis products.

§ 153-22 Penalties for offenses.
[Amended 9-8-2020 by L.L. No. 6-2020]

Any person found to have violated any provision of this Article V shall be guilty of a violation and shall be subject to a civil penalty not to exceed \$500.

§ 153-23 Town security officers.
[Amended 9-8-2020 by L.L. No. 6-2020]

The Town Security Officers are hereby authorized to provide for compliance with this Chapter 153 and are hereby authorized to issue citations, tickets, and complaints and to participate in the prosecution of any offenses charged under this chapter.

§ 153-24 Written plea agreements.
[Added 9-8-2020 by L.L. No. 6-2020]

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

RESOLUTION

#1

Resolution No. _____ of 2023, a resolution approving a retainer agreement with Lewis & Greer for legal services relative to Tax Certiorari proceedings relative to volunteer firefighters residing within the Town.

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

WHEREAS, pursuant to Chapter 670 of the Laws of 2022, the NYS legislature amended the Real Property Actions and Proceedings Law (RPAPL) by adding Section 466-a to the chapter which authorized a new real property tax exemption of up to 10% of the assessed value for enrolled members of an incorporated Volunteer Firefighter Company serving within the Town, certified as such, and residing within assessed real property within the Town as the primary residence, and

WHEREAS, on February 28, 2023, the Town Board adopted Local Law No. 2 of 2023, through Resolution No. 43 of 2023, and

WHEREAS, on July 31, 2023, the Town and the Town Sole Assessor were served with a Petition filed in Saratoga County Supreme Court challenging the Assessor's denial of the exemption authorized by Section 466-(a) and Local Law No. 2 of 2023, on behalf of 13 named taxpayers, who are enrolled members of Incorporated Volunteer Fire Companies, and

WHEREAS, the sole assessor sought independent legal advice concerning the applicability of certain exemptions in the named litigation, where the individual firefighters reside within the Town, but not within the geographic limits of the Fire District within which they serve, and

WHEREAS, the Town Board, wishes to accommodate the Assessor's request, and approves a retainer agreement with the attorney of his choice, Dylan Harris of Lewis & Greer, Poughkeepsie, N.Y., for legal advice in the matter of Gregory Agosti, et al. vs. Town of Clifton Park, EF20232039, pursuant to the attached Retainer Agreement; now, therefore, be it

RESOLVED, that the Supervisor is authorized to execute the attached retainer agreement with Lewis and Greer, and be it further

RESOLVED, that the Town Attorney represents the Town Board and the Town of Clifton Park in this matter.

§ 182-12. Legislative intent.

The Town Board recognizes the roles of the volunteer fire fighters and ambulance workers in securing the safety and well being of our communities. The Town Board hereby finds that it is in the interests of the Town of Clifton Park to encourage volunteerism for said purposes. The New York State Legislature has amended the Real Property Tax Law, in § 466-g, to authorize counties and towns to permit enrolled volunteer fire fighters and volunteer ambulance workers to be eligible for a real property tax exemption. To that end, by providing the following exemption it is the intent to so encourage volunteerism for our various fire and ambulance companies.

§ 182-13. Definitions.

As used in this article, the following terms shall have the meanings indicated:

DOMESTIC PARTNER — Individuals living with their significant other for a period of at least six months immediately before the loss/event, are not married, have financial interdependence with each other, are not related by blood to the extent that they would be eligible to be married in New York, and are in a demonstrated committed relationship as defined by the New York State Civil Service Employee Benefits Division.

§ 182-14. Exemption granted; amount; qualification for exemption.

- A. Real property owned by an individual who has been an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service which provides service in the Town of Clifton Park and who resides in real property in the Town of Clifton Park shall be exempt from taxation to the extent of 10% of the assessed value of such property for Town, Highway and Special District tax purposes.
- B. Such exemption shall not be granted to an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service residing in such county unless:
 - (1) The applicant resides in the Town of Clifton Park;
 - (2) The property is the primary residence of the applicant;
 - (3) The property is used exclusively for residential purposes; provided, however, that in the event any portion of such property is not used exclusively for the applicant's residence but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this article; and
 - (4) The incorporated volunteer fire company or fire department or incorporated voluntary ambulance service has certified in writing that the applicant has been an enrolled member of such incorporated voluntary fire company, or fire department, or incorporated voluntary ambulance service for at least two years and remains an active enrolled member.
- C. Application for such exemption shall be filed with the Assessor on or before the taxable status date on a form as prescribed by the State Board.
- D. No applicant who is a volunteer fire fighter or volunteer ambulance worker who, by reason of such status, is receiving any benefit under the provisions of this article on the effective date of this article shall suffer any diminution of such benefit because of the provisions of this article.

§ 182-14
E. The Assessor may grant the exemptions to property owned and resided in by the individuals § 182-15 described in § 182-14A, above, and qualified surviving spouses/domestic partner, residing in the property.

§ 182-15. Lifetime exemption.

The Assessor may grant a lifetime 10% exemption as authorized by the New York State Real Property Tax Law to any enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who accrues more than 20 years of active service, and their spouse/domestic partner, provided that the authority or authorities having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, provide written documentation of the duration of qualified service pursuant to RPTL § 466-a.

Resolution No. 43 of 2023, a resolution adopting a local law amending Chapter 182, Article VI, of the Town Code, to provide for enhanced real property tax exemptions for enrolled members of incorporated volunteer fire companies, fire departments, and incorporated voluntary ambulance services, and their spouses/domestic partners within the Town.

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

WHEREAS, Chapter 182, Article VI, provides for certain real property exemptions for enrolled and certified members of Incorporated volunteer fire companies, fire departments, and incorporated voluntary ambulance services, and their spouses, and

WHEREAS, on February 27, 2023, the Town Board held a public hearing on a proposal to update Section 182-13 of this Chapter by adding that these fire and ambulance service volunteers are required to provide service within the Town, reside in real property in the Town, and the proposed tax exemption shall be to the extent of 10% of the assessed value of such property for Town, Highway and Special District purposes, and

WHEREAS, domestic partner is defined for this Section as individuals living with their significant other for a period of at least six (6) months immediately before the loss/event, are not married, have financial interdependence with each other, are not related by blood to the extent that they would be eligible to be married in New York, and are in a demonstrated committed relationship as defined by the New York State Civil Service Employee Benefits Division, and

WHEREAS, this proposal also updates Chapter 182, Article VI, Section 182-14, regarding the Lifetime Exemption to add that the Assessor is authorized to grant a lifetime ten (10) percent exemption, as authorized by the New York State Real Property Tax law, to any enrolled fire or ambulance volunteer who accrues more than 20 years of active service, and their spouse/domestic partner, provided that the authority or authorities having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, provide written documentation of the duration of the qualified service pursuant to RPTL 466-a: now, therefore be it

RESOLVED, that Local Law No. 2 of 2023, a local law amending Chapter 182, Article VI, Sections 182-13 and 182-14 of the Town Code, as attached, is hereby adopted, effective immediately.

AMENDMENTS

MOTION by Councilman Morelli, seconded by Councilwoman Reid to approve the recommended amendments in the above resolution.

MOTION was unanimously carried.

MOTION by Councilman O'Hara, seconded by Councilman Morelli to amend the proposed local law, Chapter 182-13 B. (4) [five] two years.

MOTION was unanimously carried.

ROLL CALL VOTE ON THE AMENDED RESOLUTION

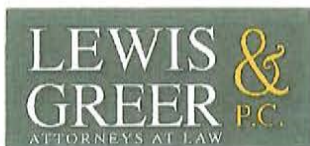
Ayes: Councilman Morelli, Councilwoman Reid, Councilman O'Hara,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

February 27, 2023

Teresa Brobston, Town Clerk



LOU LEWIS
J. SCOTT GREER
DYLAN C. HARRIS

PHILIP GIAMPORTONE
WILLIAM E. PODSZUS

510 HAIGHT AVENUE, SUITE 202
POUGHKEEPSIE, NEW YORK 12603

(845) 454-1200

FAX: (845) 454-3315

WWW.LEWISGREER.COM

MAILING ADDRESS

P.O. Box 2990
POUGHKEEPSIE, NY 12603

June 26, 2023

VIA ELECTRONIC MAIL

Walter Smead, Town Assessor
Town of Clifton Park
1 Town Hall Plaza
Clifton Park, New York 12065

Re: Lewis & Greer 2023 Proposal: Town of Clifton Park

Dear Mr. Smead:

Lewis & Greer, P.C. proposes to perform legal work on behalf of the Town of Clifton Park with respect to acting as special counsel to the Town Assessor regarding RPTL Article 7 litigation and Article 78 proceedings against the Town and/or Assessor, including exemption matters.

This letter confirms our discussions regarding Lewis & Greer, P.C. handling the above referenced matters and acting as special counsel in the above capacities, and specifically any lawsuits pertaining to the 2023 updates to the volunteer firefighter and ambulance amendments to state law, which will include drafting memoranda of law, drafting pleadings, motion practice, if any, corresponding with the client, adverse counsel, and court staff, attending appearances, and litigation for real property tax matters, as well as any appellate practice that may result. Our not-for-profit billing rate for municipal clients for 2023 is \$250.00/hr., as invoiced monthly and payable upon receipt.

Upon approval by the Town Board, we will provide a formal retainer agreement with Lewis & Greer, P.C. as special counsel to the Town Assessor's Office for counter signing to officially retain Lewis & Greer, P.C.

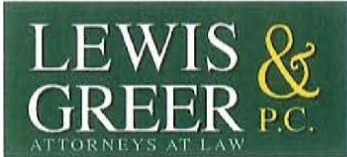
We look forward to assisting the Town in these matters.

Very truly yours,
LEWIS & GREER, P.C.

A handwritten signature in black ink, appearing to read 'Dylan C. Harris', is written over a horizontal line.

Dylan C. Harris

DH/vl



510 HAIGHT AVENUE, SUITE 202
POUGHKEEPSIE, NEW YORK 12603
(845) 454-1200
FAX: (845) 454-3315

MAILING ADDRESS

P.O. Box 2990
POUGHKEEPSIE, NY 12603

LOU LEWIS
J. SCOTT GREER
DYLAN C. HARRIS

PHILIP GIAMPORTONE
WILLIAM E. PODSZUS

WWW.LEWISGREER.COM

RETAINER AGREEMENT

THE UNDERSIGNED hereby retain(s) the office of **LEWIS & GREER, P. C.**, Attorneys and Counselors-at-Law, for representation in connection with the following matter:
Acting as special counsel to the Town Assessor regarding RPTL Article 7 litigation and Article 78
proceedings against the Town and/or Assessor, including exemption matters.

ATTORNEYS FEES for services rendered to be paid at the rate of \$250.00 per hour for attorneys and \$95 per hour for paralegals, plus costs and disbursements.

Retainer requested: N/A

Retainer rcvd: N/A

Client understands that disputes with respect to legal fees may be subject to arbitration with the Client's consent pursuant Part 137 of the Rules of the Chief Administrator of the Courts, 22 N.Y.C.R.R. § 137.

Client hereby acknowledges receipt of Lewis & Greer, P.C.'s statement concerning billing practices annexed hereto and accepts the terms and conditions set forth therein.

This is a legally binding contract. Ask to have each item you do not understand fully explained to you so that you understand the agreement you are making.

THE UNDERSIGNED HEREBY AGREE THAT THEY ARE JOINTLY AND SEVERALLY RESPONSIBLE/LIABLE FOR THE PAYMENT OF ALL LEGAL FEES AND EXPENSES.

_____ (initial)

Dated: Poughkeepsie, New York
September __, 2023

TOWN OF CLIFTON PARK

By: Phil Barrett, Town Supervisor
(SSN / Tax Id: _____)

LEWIS & GREER, P.C.

By: _____

INVOICES ARE PAYABLE UPON RECEIPT. A late fee may be charged on that portion of any invoice that is not paid within thirty (30) days of the date thereof equal to one percent (1%) per month of the unpaid balance due and will accrue on each subsequent month thereafter that the debt remains unpaid.

Billing practices:

Welcome to Lewis & Greer P.C. Members of this firm have been providing quality legal services throughout New York State since 1969. Biographical data and information with respect to the firm's primary fields of practice are available on request or visit our web site at www.lewisgreer.com.

The terms and conditions of your agreement with Lewis & Greer for the provision of legal services are contained in this Retainer Agreement executed by you, a copy of which should have been provided to you. Generally, the firm provides all services on a time basis with a minimum billing increment of 6 minutes. The minimum billing increment is not predicated only on client contact, such as a telephone call, but also accounts for the time involved in referring to the file and recording the contact itself. You will note that all time spent by an attorney on your case is recorded and charged including but not limited to legal research, drafting of documents, travel on your behalf, meetings and conferences.

Invoices for legal services are rendered monthly and are payable upon presentation. Your invoice will show the date the service was performed, a detailed description of the service, and the total time expended in performing the services. Monies advanced by the firm on your behalf, known as "disbursements", will also appear on the invoice and are the responsibility of the client. **Please review each invoice upon receipt and promptly bring any errors, disputes, questions, or concerns to our attention at the earliest opportunity. The failure to bring errors and disputes to our attention within twenty (20) days of the date of the invoice shall constitute a waiver thereof.**

PAYMENT OPTIONS:

Retainer Plan: By checking below, you have chosen to provide our law firm a retainer in the amount listed above which will be paid to our firm in trust. The retainer will serve as a source of **security** for legal fees, disbursements and sales taxes on all accounts rendered, but will not be used to cover the payment of monthly invoices unless you indicate that in writing. Note however, Lewis & Greer, P.C. reserves the right to apply retainer funds toward any legal fees and/or disbursements that are outstanding for more than thirty (30) days after the invoice date. If Lewis & Greer, P.C. applies your trust funds to outstanding invoices, you may need to replenish this retainer so that it is sufficient to cover the estimated cost of work in progress plus the cost to complete the work.

I choose the Retainer Plan

In cases where the retainer has been depleted to cover invoices, we will request additional funds and until that retainer is replenished, or in the event that a credit card authorization is denied or rejected for any reason, our firm shall not be obliged to carry out further work until other payment arrangements have been agreed upon by our law firm.

Regardless of the plan decided upon, the security given by the Client and the guarantees and the security given by the guarantor(s) below apply and remain effective.

Security for Unpaid Accounts: It is anticipated that either the retainer plan or the pre-authorized credit card payment plan will enable all legal costs to be paid immediately. But in the event that sums remain owing to our law firm for whatever reason, Lewis & Greer, P.C. obtains security from our clients (and other person(s) as Guarantor) for amounts which are due and owing. By signing this agreement, you (and any Guarantor(s) also signing this agreement) grant Lewis & Greer, P.C., a security interest over all of your (and the Guarantor's, Guarantors', who sign) present and after acquired personal property as security for any and all amounts due and owing to our firm from time to time. All enforcement costs incurred by our firm are also secured. By signing this agreement, you hereby waive notice of the filing of any financing statement or receipt of any verification statement relating to this security interest.

The Guarantor(s) hereto, if any, hereby guarantee the debts and obligations of the Client to Lewis & Greer, P.C. hereunder and covenant with Lewis & Greer, P.C. to pay the same to Lewis & Greer, P.C. in the event of default in payment by the Client hereunder.

Lewis & Greer, P.C. reserves the right to increase its hourly rate no more than once during each calendar year, not to exceed 10% of the hourly rate in place immediately preceding the increase.

Client understands and acknowledges that no legal representation, appearance, or preparation will begin in this matter until payment on account is paid in full.

This is a legally binding contract. Ask to have each item you do not understand fully explained to you so that you understand the agreement you are making.

We look forward to working with you. You may be assured of our best efforts on your behalf.

_____(initial)

RESOLUTION

#2

Resolution No. ____ of 2023, a resolution approving the settlement of certain tax certiorari litigation against the Town pursuant to Article 7 of the New York State Real Property and Proceedings Law relative to Volunteer Firefighters residing within the Town

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

WHEREAS, pursuant to Chapter 670 of the Laws of 2022, the NYS legislature amended the Real Property Actions and Proceedings Law (RPAPL) by adding Section 466-a to the chapter which authorized a new real property tax exemption of up to 10% of the assessed value for enrolled members of an incorporated Volunteer Firefighter Company serving within the Town, certified as such, and residing within assessed real property within the Town as the primary residence, and

WHEREAS, on February 28, 2023, the Town Board adopted Local Law No. 2 of 2023, through Resolution No. 43 of 2023, and

WHEREAS, Local Law No. 2 of 2023 provides for exemptions of 10% of the Assessed Value of Real Property within the Town, for members of a Volunteer Firefighter Company, who have been certified by their respective companies as having at least two years of service, in which the certified member occupies as the primary residence, the law being adopted with the intent of providing the Exemption to the maximum degree as authorized by RPAPL 466-a, and

WHEREAS, by Local Law No. 1 of 2023, the County of Saratoga implemented and adopted the exemption authorized by the RPAPL 466-a, to the extent of 10% of the assessed value of real property occupied by certified members as a primary residence, and

WHEREAS, by Resolution dated February 28, 2023, the Shenendehowa Central School District adopted the exemption authorized by the RPAPL 466-a, to the extent of 10% of the assessed value of real property occupied by certified members as a primary residence, and

WHEREAS, pursuant to RPAPL §466-(a) 2.(d), the Town as a municipality is vested with the duty and the responsibility for determining the procedure for certification of the eligibility of enrolled members of incorporated Volunteer Fire Companies within the Town, and

WHEREAS, on July 31, 2023, the Town and Assessor were served with a Petition filed in Saratoga County Supreme Court challenging the Assessor's denial of the exemption authorized by Section 466-(a) and Local Law No. 2 of 2023, on behalf of 13 named taxpayers, who are enrolled members of Incorporated Volunteer Fire Companies, and

WHEREAS, the Town Board has determined that RPTL 466-a 2. D. provides the Board with authority to determine that individuals so certified as having at least two years of service to an incorporated volunteer firefighting company serving within the Town, and so residing within the Town, are eligible for the exemption from taxing jurisdictions within the Town who have adopted local laws or resolutions implementing the exemption as authorized, and

WHEREAS, the Town Board, wishes to resolve the above-referenced litigation by applying exemptions for all County, Town, and School taxes on the 2023 tax roll for each of the taxpayers and properties listed within the above-referenced litigation, as outlined on the attached Stipulation and Order of Settlement; now, therefore, be it

RESOLVED, that the Town Attorney is authorized to execute the attached STIPULATION AND ORDER OF SETTLEMENT, and submit same to the Saratoga County Supreme Court Justice assigned for approval and to be "so ordered".

**STATE OF NEW YORK
SUPREME COURT**

SARATOGA COUNTY

In the Matter of the Application of

Gregory Agosti, Marc Badalucco, Thomas Boucher
Mark Burroughs, Patrick Canale, Benjamin J. Cuttita,
Alex A. Keleman, Timothy P. Kimball, Ricky Lemire,
Jeffrey Proctor, Brian Sweeney, Jeffrey White, and
Zachary E. Zambri,

**STIPULATION &
ORDER OF
SETTLEMENT**

Petitioners,

Index No.: EF20232039

-against-

Walter Smead, as Assessor of the
Town of Clifton Park, and Town of
Clifton Park,

Respondents.

For Review of a Tax Assessment for the year 2023 in the said
Town of Clifton Park.

The above-named Petitioners, having appeared by counsel and duly brought the Real Property Tax Law ("RPTL") Article 7 proceeding captioned above to review the tax assessments made against premises owned by the Petitioners for properties listed as follows:

Property

1. **Gregory Agosti**- 276.12-1-27, 102 Avenue of the Oaks, Clifton Park, NY
2. **Marc P. Badalucco**- 276.11-2-4, 17 Wallflower Dr., Rexford, NY
3. **Thomas J Boucher**- 277.6-2-56, 25 Beechwood Dr., Clifton Park, NY
4. **Mark Burroughs**- 276.14-1-3, 6 Holbrook Dr., Rexford, NY

5. **Patrick Canale**- 284.70-1-32, 63 Old Coach Rd., Clifton Park, NY
6. **Benjamin J. Cuttita**- 283.15-1-44, 1 Greenridge Dr., Clifton Park, NY
7. **Alex A. Keleman**- 277.7-3-10, 5 Torrero Dr., Clifton Park, NY
8. **Timothy P. Kimball**- 284.17-5-19, 10 Christinamarie Dr., Clifton Park, NY
9. **Ricky Lemire**- 271.19-1-60, 534 Clifton Park Center Rd., Clifton Park, NY
10. **Jeffrey Proctor**- 259.11-1-7, 11 Sweet Brier Dr., Ballston Lake, NY
11. **Brian Sweeney**- 284.17-2-24, 111 Old Coach Rd., Clifton Park, NY
12. **Jeffrey White**- 271.44-1-52, 113 Tallow Wood Dr., Clifton Park, NY
13. **Zachary E. Zambri**- 271.8-1-84, 13 Winding Ridge Court, Clifton Park, NY

and Respondents, having appeared by counsel, reviewed the petition together with Real Property Tax Law § 466-a and the resolutions or local laws adopted by Saratoga County, the Town of Clifton Park, and the Shenendehowa Central School District, respectively, and hereby consent to this Stipulation & Order of Settlement:

NOW, on motion of Thomas R. McCarthy, Attorney for respondent Town of Clifton Park, it is hereby ORDERED, ADJUDGED and DECREED that:

1. Petitioners, and each of them, have challenged their assessments, and more particularly, the Assessor's denial of a Real Property tax exemption set forth in Real Property Tax Law

Section 466-a, and implemented by the Town Board of the Town of Clifton Park through a Local Law No. 2 enacted on February 27, 2023 (NYSCEF Doc. No.: 7).

2. Petitioners are not otherwise contesting the valuation of their real property, namely, the assessor's determination as to the dollar amount of the assessed valuation of their real property. The subject proceeding is readily distinguishable and distinct from other Article 7 Tax Certiorari proceedings because the sole challenge made in this proceeding relates to the failure of the Assessor to apply the tax exemption set forth in Real Property Tax Law Section 466-a. Nothing herein shall prejudice or affect Respondents with respect to any proceeding other than one arising out of the application of the exemption set forth in Real Property Tax Law § 466-a for volunteer firefighters and volunteer ambulance workers.
3. Petitioners are and remain volunteer firefighters, real property owners, and taxpayers whose primary residence is located in the Town of Clifton Park, County of Saratoga, State of New York and, at all times herein mentioned, are and remain enrolled members of an incorporated volunteer fire company that serves Saratoga County, the Town of Clifton Park, and the Shenendehowa Central School District and have been certified by their authority having jurisdiction as eligible enrolled members pursuant to RPTL 466-a.
4. Each petitioner timely applied for and filed a complete application for the 10% real property tax exemption under Real Property Tax Law § 466-a on or before the taxable status date of March 1, 2023, and should have been granted the subject real property tax exemption at that time by operation of law pursuant to RPTL 466-a, and petitioners seek relief *nuc pro tunc* dating back to their timely application for the real property exemption under RPTL 466-a.

5. The assessor's final assessment roll for the 2023 tax year shall be adjusted by applying the real property tax exemption authorized by RPTL 466-a, to the extent of 10% of the value of the above referenced tax parcels for the purposes of all Town, County and Special District taxes, as implemented by Clifton Park Local Law No. 2, except for the Fire District Special District tax assessed on each of the listed properties, and
6. The assessor's final assessment roll shall also be adjusted by applying the real property tax exemption authorized by RPTL 466-a, to the extent of 10% of the value of the above referenced tax parcels for the purposes of all School District taxes to the extent of 10% as implemented by Shenendehowa Central School District Resolution adopted on February 28, 2023, and reproduced as Exhibit F to the Petition in the above referenced matter; and it is further
7. ORDERED, ADJUDGED and DECREED, that the Town and/or the County of Saratoga (the "County") shall refund any excess Town, Town Highway, Library, other Town taxes and special district charges, except Fire District taxes paid on account of the exemptions set forth above to the 2023 tax year on account of the assessment rolls used to generate the 2023 Town, Town Highway, Library, water, sewer and special district taxes on the Settled Parcels; and it is further
8. ORDERED, ADJUDGED and DECREED, that the County shall refund any excess County, County Highway, water, sewer and special district taxes, other than Fire District taxes, paid on account of the exemptions set forth above to the 2023 assessments of the delineated parcels on account of the 2023, assessment rolls used to generate the 2023 County, County Highway, water, sewer and special district taxes on the Settled Parcels; and it is further

9. ORDERED, ADJUDGED and DECREED, that the Shenendehowa Central School District (the "School District") shall refund any excess School District taxes paid on account of the exemptions set forth above to the 2023 assessments of the delineated Parcels on account of the 2023 assessment rolls used to generate the School District taxes on the Delineated Parcels; and it is further

10. ORDERED, ADJUDGED and DECREED, that the refunds, set forth above, shall be paid to each of the identified individuals without interest or costs, provided any such refunds are made within sixty (60) days of the service of this Stipulation & Order of Settlement with notice of entry thereof.

Dated: _____, 2023
Clifton Park, New York

Hon.
Justice, Supreme Court

STIPULATION

The Attorneys for the respective Parties do hereby consent to this Stipulation & Order of Settlement.

Dated: September _____, 2023

HANNIGAN LAW FIRM PLLC

Timothy C. Hannigan, Esq.
Attorneys for Petitioners
388 Kenwood Avenue
Delmar, New York 12054
(518) 869-9911

Dated: September _____, 2023

TOWN OF CLIFTON PARK

Thomas McCarthy, Esq.
Attorneys for Respondent
Town of Clifton Park
One Town Hall Plaza
Clifton Park, New York 12065
(518) 371-6651

Dated: September _____, 2023

LEWIS & GREER, P.C.

Dylan C. Harris, Esq.
Attorneys for Respondent
Walter Smead, as Assessor of the Town of
Clifton Park
510 Haight Avenue, Suite 202
P.O. Box 2990
Poughkeepsie, New York 12603
(845) 454-1200

[NY CLS RPTL § 466-a](#)

Current through 2023 released Chapters 1-358

New York Consolidated Laws Service > Real Property Tax Law (Arts. 1 — 20) > Article 4 Exemptions (Titles 1 — 6) > Title 2 Private Property (§§ 420 — 489)

§ 466-a. [There are two § 466-a] Volunteer firefighters and volunteer ambulance workers.

1. Real property owned by an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service or such enrolled member and spouse residing in any county shall be exempt from taxation to the extent of up to ten percent of the assessed value of such property for city, village, town, part town, special district, school district, fire district or county purposes, exclusive of special assessments, provided that the governing body of a city, village, town, school district, fire district or county, after a public hearing, adopts a local law, ordinance or resolution providing therefor.
2. Such exemption shall not be granted to an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service residing in such county unless:
 - (a) the applicant resides in the city, town or village which is served by such incorporated volunteer fire company or fire department or incorporated voluntary ambulance service;
 - (b) the property is the primary residence of the applicant;
 - (c) the property is used exclusively for residential purposes; provided however, that in the event any portion of such property is not used exclusively for the applicant's residence but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this section; and
 - (d) the applicant has been certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or voluntary ambulance service as an enrolled member of such incorporated volunteer fire company, fire department, or voluntary ambulance service, **as determined by the governing body of a city, village, town, school district, fire district or county; provided, however, that such governing body shall establish a minimum service requirement for each applicant between two years of service and five years of service. It shall be the duty and responsibility of the governing body of each municipality, school district and/or fire district which adopts a local law, ordinance or resolution pursuant to this section to determine the procedure for certification.**
3. Any enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who accrues more than twenty years of active service and is so certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, shall be granted the ten percent exemption as authorized by this section for the remainder of his or her life as long as his or her primary residence is located within such county provided that the governing body of a city, village, town, school district, fire district or county, after a public hearing, adopts a local law, ordinance or resolution providing therefor.
4. Un-remarried spouses of volunteer firefighters or volunteer ambulance workers killed in the line of duty. Any local law or ordinance adopted pursuant to this section may be separately amended, or a local law, ordinance or resolution may be separately adopted to continue an exemption or reinstate a pre-existing exemption claimed under such statutes by an enrolled member of an incorporated volunteer fire company,

NY CLS RPTL § 466-a

fire department, or incorporated voluntary ambulance service, to such deceased enrolled member's un-remarried spouse if such member is killed in the line of duty; provided, however, that:

- (a) such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of an enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who was killed in the line of duty; and
- (b) such deceased volunteer had been an enrolled member for at least five years; and
- (c) such deceased volunteer had been receiving the exemption prior to his or her death.

5. Un-remarried spouses of deceased volunteer firefighters or volunteer ambulance workers. Any local law or ordinance adopted pursuant to this section may be separately amended, or a local law, ordinance or resolution may be separately adopted to continue an exemption or reinstate a pre-existing exemption to an un-remarried spouse of a deceased enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service; provided, however, that:

- (a) such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of a deceased enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service; and
- (b) such deceased volunteer had been an enrolled member for at least twenty years; and
- (c) such deceased volunteer and un-remarried spouse had been receiving the exemption for such property prior to the death of such volunteer.

6. Application for such exemption shall be filed with the assessor or other agency, department or office designated by the municipality, school district and/or fire district offering such exemption on or before the taxable status date on a form as prescribed by the commissioner.

7. No applicant who is a volunteer firefighter or volunteer ambulance worker who by reason of such status is receiving any benefit under the provisions of this article on the effective date of this section shall suffer any diminution of such benefit because of the provisions of this section.

8. Any city, village, town, school district, fire district or county that currently, through local law, ordinance or resolution, provides an exemption from taxation for an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, such enrolled member and spouse, or an un-remarried spouse shall be authorized to continue to provide such exemption, provided however, such city, village, town, school district, fire district or county shall adopt a local law, ordinance or resolution to conform to the provisions of this section no later than three years after the effective date of this section.

9. Notice to affected municipalities. On or before December thirty-first, two thousand twenty-two, it shall be the duty of the commissioner or her or his designees to notify or cause to be notified, in a manner prescribed by the commissioner, the chief executive officer of each and any municipality in which former sections four hundred sixty-six-a, four hundred sixty-six-b, four hundred sixty-six-c, four hundred sixty-six-d, four hundred sixty-six-f, four hundred sixty-six-g, four hundred sixty-six-h, four hundred sixty-six-i, four hundred sixty-six-j, and four hundred sixty-six-k of the real property tax law apply, of the provisions of the chapter of the laws of two thousand twenty-two that added this section.

History

[L 2022, ch 670, § 1](#), effective December 9, 2022.

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End of Document

RESOLUTION
3

Resolution No. ___ of 2023, a resolution authorizing the Supervisor to sign a Saratoga County Trails Program grant award contract for supporting the trail sign project at the Town Center Park.

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

WHEREAS, the Planning Department has submitted a grant application to the Saratoga County Trails Grant Program for funding assistance to advance a project to ensure the Town Center Park entrances and trail locations are legible to the public, and

WHEREAS, by Resolution No. 216 of 2023, the County Board of Supervisors awarded \$10,000 to the Town, on a 100% matching basis, and

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

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



**DEPARTMENT OF PLANNING
& ECONOMIC DEVELOPMENT**

JASON KEMPER, DIRECTOR

518.884.4705

SARATOGACOUNTYNY.GOV

50 WEST HIGH ST, BALLSTON SPA, NY 12020

September 5, 2023

Philip Barrett
Town of Clifton Park
Town Hall
1 Town Hall Plaza
Clifton Park, NY 12065

Re: 2023 Saratoga County trails grant award

Sent via email to: pbarrett@cliftonpark.org

Dear Town Supervisor Barrett,

On behalf of the Saratoga County Board of Supervisors, it is my pleasure to inform you that a Saratoga County trails grant has been awarded to the Town of Clifton Park in the amount of \$10,000.00 for the Town Center Park - Trail Signs project.

Attached please find a copy of the Saratoga County Board of Supervisor's resolution 216-2023 and a draft contract agreement between Saratoga County and your municipality. If this agreement meets your approval, please return a signed copy to jkemper@saratogacountyny.gov or mail to my attention to Saratoga County Planning Department, 50 West High Street, Ballston Spa, NY 12020.

This grant program is a 100% matching grant. Matches can be provided by the municipality through in-kind donations or cash contributions. For In-kind donations and in order to provide a consistent, fair reimbursement procedure and a timely processing of payment we have worked with the County Auditor's to develop a list of required documentation to expedite the process. Please provide supporting documentation of all town contributed matches at the time of your request for the dispersal of grant monies.

Materials Used: copies of invoice(s), payment voucher(s) and payment check(s) for all material purchased to complete the project.

In-Kind Labor: a list of the name, position, hourly wage including fringe benefits, and total hours worked on the project for each employee. All in-kind labor information should be provided on municipal letter head and signed by the department head overseeing payroll.

In-Kind Equipment: a list of the type of equipment used, hours used, and the equipment's hourly rental rate for each piece of equipment used on your project. The hourly rental rate will be determined by

September 5, 2023

Page 2 of 2

using the New York State Department of Transportation / Operations & Asset Management Division / Office of Transportation Maintenance – Equipment Rental Rate Schedule (attached). We realize this document is outdated; however, we will use this until a new one is released.

We have provided an Excel worksheet entitled “Trail Grant reporting worksheet” that can be used to assist you in documenting your expenses/donations.

Please note per stipulations in the grant application, if this grant is active for more than one year from the date of award, the County Department of Planning & Economic Development will request quarterly updates outlining the progress of this project.

Please contact this department with any questions you may have.

Sincerely,



Jason Kemper, Director

Attachments: BOS Resolution, Contract, NYSDOT Equipment Schedule, Reporting Worksheet

cc: John Scavo, jscavo@cliftonpark.org
Jennifer Viggiani, jviggiani@cliftonpark.org



BOARD OF SUPERVISORS

8/15/2023

RESOLUTION 216 - 2023

Introduced by Trails and Open Space: Supervisors Grasso, Connolly, Gaston, Kinowski, and M. Veitch

AWARDING 2023 TRAILS GRANTS

WHEREAS, the 2023 Saratoga County Budget included a Trails Grant Program to give matching grants to local municipalities to fund trail development and construction projects; and

WHEREAS, the 2023 Trails Grant Program provides a pool of up to \$100,000 to fund trail feasibility studies, engineering work, and construction in local municipalities; and

WHEREAS, the Trails and Open Space Committee received twelve applications for funding totaling \$120,000, which the Committee recommended to be fully funded; and

WHEREAS, our Trails and Open Space Committee and Law and Finance Committee approved fully funding all twelve applications submitted, at a cost of \$120,000 utilizing allotted 2023 Trails Grant funds and a budget transfer from unsolicited 2023 Farmland and Open Space Grant funds; now, therefore, be it

RESOLVED, that the Saratoga County Board of Supervisors authorizes the payment under the 2023 Trails Grant Program of the sum of \$120,000 to the following municipalities for the purposes stated, upon condition that each municipality provide matching funds or services in-kind:

1. City of Saratoga Springs: The amount of \$10,000 to be applied towards the Saratoga Springs Railroad Run Trail Improvements to include the installation of energy-efficient lighting to ~1/2-mile segment of the trail, between the Saratoga Springs YMCA and NYS Rt 50 that is heavily wooded and dark.
2. City of Mechanicville: The amount of \$10,000 to be applied towards the Zim Smith Trail Extension Improvement to include the placement of an asphalt surface on the existing stone dust trail that connects the City of Mechanicville to the Zim Smith Trail off Elizabeth Street Extension and around the City's ball fields.
3. Town of Ballston: The amount of \$10,000 to be applied towards the Ballston Creek Preserve to include a trailhead and small parking lot/area for people to access the existing trail on a Saratoga PLAN-owned parcel off of East Line Road.

4. Town of Clifton Park: The amount of \$10,000 towards the Town Center Park to include entrance signage and a kiosk with wayfinding signage at both entrances of the Town Center Park. The informational signage will be placed at 499 Moe Road and at the intersection of Maxwell Drive and Southside Drive that will lead to the existing 0.6 miles of trail in the park.
5. Town of Edinburg: The amount of \$10,000 towards the Fox Hill West Trail Expansion Ph. 2 to include a continuation of the 2022 trail grant award which will supplement the 2022 work but not duplicate any of the work that includes bridges, clearing and grubbing, grading, and permitting of the 10 miles of snowmobile path that connects the Saratoga County Snowmobile Trail System with the Great Sacandaga Lake.
6. Town of Greenfield: The amount of \$10,000 towards the Brookhaven Park Trail. Improvement to include a continuation of the 2022 (amended 2023) trail grant award, a proposal to continue placing stone dust on another 0.5-mile segment of the 11-mile trail system at Brookhaven Park.
7. Town of Halfmoon: The amount of \$10,000 towards the Floud Preserve Scenic Outlook to include the construction of a 10' x 12' timber platform with interpretive panels along Coons Crossing Rd that overlooks the wetland / shrubland vegetation and wildlife that make up the Floud Preserve and Anthony Kill. The platform overlook and interpretive panel will connect to the Zim Smith Trail Trailhead on Coons Crossing Rd using a 120' long, 5' wide stone dust trail.
8. Town of Malta: The amount of \$10,000 towards the Malta Nature Preserve Trail Restoration – Year 3 to include a continuation from a 2020 & a 2021 grant to continue restoring the trails by laying down more engineered wood fiber in the needed areas to keep the trail dry and walkable.
9. Town of Milton: The amount of \$10,000 towards the Woods Hollow Nature Preserve Trailhead Improvements to include the placement of signage and resurfacing of visitor parking areas, where applicable, at each of the five trail heads to Woods Hollow Nature Preserve. Signage at each trailhead will provide visitors updated mapping of the trail network that includes distance, topography, and natural features.
10. Town of Moreau: The amount of \$10,000 towards the Scenic Hudson River/Big Bend Trail - Ph. I Amenities to include the placement of trail amenities to Phase I of the trail such as: bicycle rack, bench seating and a vehicular access gate.
11. Town of Northumberland: The amount of \$10,000 towards the Hudson Crossing Park to include rehabilitation of the park's existing trail network with stone dust by prioritizing the highly traveled trail segment from the parking lot leading to the Riverwalk Sensory trail.
12. Town of Stillwater: The amount of \$10,000 towards the Bemis Heights Historic Trail -Ph. II to include the further need for studies due to additional wetlands and difficult topography encountered in the northern third of the trail. Phase II funding will

specifically assist in wetlands survey, trail route and mapping adjustments and schematic trail design with the preparation of a cost estimate for construction.

; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the department budget.

August 15, 2023 Regular Meeting

Motion to Adopt: Supervisor Tollisen

Second: Supervisor Barrett

AYES (199263.5): Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Michael Smith (3525), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Ian Murray (5808), Matthew E. Veitch (14245.5), John Lawler (8208), John Lant (17361)

NOES (0):

ABSENT (36245.5): Jean Raymond (1333), Willard H. Peck (5242), Sandra Winney (2075), Tara N. Gaston (14245.5), Edward D. Kinowski (9022)



**OFFICE OF THE
COUNTY ATTORNEY**

MICHELLE W. GRANGER, ESQ., COUNTY ATTORNEY

518.884.4770

SARATOGACOUNTYNY.GOV

40 MC MASTER ST, BALLSTON SPA, NY 12020

First Assistant Attorney
Maribeth A. Hunt, Esq.
Assistant Attorneys
Jacqueline C. Lombardo, Esq.
Nicholas M. Martin, Esq.
Andrew J. Proler, Esq.
Ann Flower E. Stitt, Esq.

SERVICE BY EMAIL NOT ACCEPTED

MEMORANDUM

DATE: August 18, 2023
TO: Jason Kemper
Department of Planning & Economic Development
FROM: Michelle Granger *mwg*
County Attorney
SUBJECT: Trails Grant 2023-Town of Clifton Park

- For Your Signature & Return
- Per Resolution No. _____
- For Your Approval
- Per Our Conversation
- For Your Information
- For Your Files
- For Your Review
- For Appropriate Action
- Comments/Recommendations
- Other _____

MESSAGE/REMARKS: Attached please find one original of the above Agreement. If this agreement meets with your approval, please secure the signature of the Contractor. Return the documents **along with proper insurance documents, if required by contract**, to this office for further processing.

THIS AGREEMENT, made the _____ day of _____, 2023,

BY AND BETWEEN

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

-and-

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

WITNESSETH:

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

WHEREAS, pursuant to Resolution 216-2023, the Saratoga County Board of Supervisors awarded a Trails Grant Program grant to the TOWN in the amount of \$10,000 upon the condition that the TOWN contributes matching funds or in-kind services in at least the same amount towards the Town Center Park to include entrance signage and a kiosk with wayfinding signage at both entrances of the Town Center Park. The informational signage will be placed at 499 Moe Road and at the intersection of Maxwell Drive and Southside Drive that will lead to the existing 0.6 miles of trail in the park.

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

1. The TOWN include entrance signage and a kiosk with wayfinding signage at both entrances of the Town Center Park. The informational signage will be placed at 499 Moe Road and at the intersection of Maxwell Drive and Southside Drive that will lead to the existing 0.6 miles of trail in the park.
2. The TOWN shall provide matching funds or perform in kind services in the minimum amount of \$10,000 towards the cost of the aforesaid trail restorations.
3. The COUNTY will issue a check from the Trails Grant Program funds payable to the Town of Clifton Park in the amount of \$10,000 within 30 days of the receipt from the TOWN of a properly executed Saratoga County voucher. The voucher must be supported by documentation acceptable to the Saratoga County Auditor documenting the TOWN's expenditure of matching funds equaling or exceeding \$10,000 in value towards Town Center Park to include entrance signage and a kiosk with wayfinding

signage at both entrances of the Town Center Park. The informational signage will be placed at 499 Moe Road and at the intersection of Maxwell Drive and Southside Drive that will lead to the existing 0.6 miles of trail in the park.

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

APPROVED AS TO
FORM AND CONTENT:

COUNTY OF SARATOGA

By: _____
County Attorney

By: _____
Theodore T. Kusnierz, Jr., Chair
Board of Supervisors
Pursuant to Resolution: 216-2023

Date: _____

Town of Clifton Park

Date: _____

By: _____
Town Supervisor
Philip Barrett

Cynthia, Zlogar

From: Town of Clifton Park Official Website <cliftonpark@hdgwebhost.com>
Sent: Wednesday, September 6, 2023 8:30 AM
To: Cynthia, Zlogar; Tom McCarthy; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Christopher, O'Hara; Agatha, Reid; John Scavo
Subject: New Resolution Request #167

A new resolution request has been submitted. The details of this resolution request are included below.

Department: Planning

Your Name: Jennifer Viggiani

Your Email: jviggiani@cliftonpark.org

Sponsor: P. Barrett

Meeting Date: 09/19/2023

Alternate Date: 10/02/2023

Budget Number: A-7110 or A-7629?

Budget Description: Signage for park/trails

Amount: 2023 Grant Award of \$10,000

Brief Description: Authorize a 2023 Saratoga County Trails Grant Award of \$10,000 for the Town Center Park - Trail Signs project to help defray the costs of new park signs. Town would like to ensure entrances and trail locations are legible to the public for this new 37-acre, public park, located between and connecting to Moe Road and Maxwell Drive @ Southside Drive. The Park was opened to the public in October 2022.

Add Supporting Docs:

[f5acf68898b7058d Clifton Park 2023 Award Letter.pdf](#)

[80e461e32afba303 Approving Resolution 216-2023.pdf](#)

[db9a3b5b3301f9f8 Trails Grant Contract 2023 Clifton Park.pdf](#)

Additional Comments/Details: This is a 100% matching grant through cash or in-kind contributions and documentation will be required.

Agree to Terms: Agree

RESOLUTION

#4

Resolution No. ____ of 2023, a resolution authorizing the Supervisor to sign a lease agreement with M&T Bank for leasing of a Broom Bear Sweeper and a 2023 Ram class 4 truck for the Highway Department.

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

WHEREAS, by Resolution No. 105 of 2022, the Town Board authorized the purchase of an Elgin Broom Bear Sweeper pursuant to a competitive bidding process conducted by Sourcewell Service Cooperative, Contract #093021-ELG (Elgin), in the amount of \$306,535 to replace the 2021 model destroyed in the August 17, 2021 fire in the “White Building”, and authorized the Comptroller to solicit bids for a capital lease for purchase financing, and

WHEREAS, by Resolution No. 205 of 2023, the Board also authorized the purchase of a new 2023 Ram Class 4 Regular Cab truck for the Highway Department, through the Onondaga County Contract #7974, in the amount of \$68,094, also to be financed through a municipal lease, and

WHEREAS, following solicitation by the Comptroller’s Office, M&T Bank submitted the lowest financing rate proposal, and

WHEREAS, the Town Board determines that financing of the approved acquisitions of such equipment and vehicle for municipal use is best accomplished through a Master Lease Agreement with M&T Bank at competitive lease financing rates; now, therefore, be it

RESOLVED, that the Town Supervisor is authorized to enter into a lease agreement with M&T Bank for the lease/purchase of the Sweeper and Truck identified above, for a seven -year term at a rate of 5.127%, resulting in annual lease payments of \$62,069.37, and be it further

RESOLVED that the Board ratifies the Comptroller’s execution of a rate hold commitment for the Lease rate on October 5, 2023, in order to lock in funds in a daily rate environment, and be it further

RESOLVED, that the Comptroller is authorized to charge \$62,069.37 from DA-05130-00145 (Highway Machinery-Lease Payments); and be it further

RESOLVED, that the subsequent budgets include appropriations to cover the lease payments.

Resolution No. 105 of 2022, a resolution authorizing the Clifton Park Superintendent of Highways to order a 2022 Elgin Broom Bear Sweeper from Joe Johnson Equipment pursuant to Sourcewell Contract.

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

WHEREAS, by Resolution No. 50 of 2021, the Town Board authorized the purchase of a 2021 Elgin Broom Bear Sweeper through Sourcewell Service Cooperative, which was financed through a capital lease obtained through a separate competitive process, and

WHEREAS, on August 17, 2021, the Town's original Broom Bear Sweeper was lost in a fire, now needing to be replaced, and

WHEREAS, the original lease payment obligation has been discharged with funds received from the Town's property fire and casualty loss insurance policy, and

WHEREAS, Highways Superintendent Dahn Bull, has requested authorization to purchase a new Elgin Broom Bear Street Sweeper from Joe Johnson Equipment, pursuant to the same competitive procurement process through the Sourcewell Service Cooperative, for use by the Highway Department, and

WHEREAS, pursuant to General Municipal Law Section 103 (16), municipalities in New York are authorized to purchase materials, equipment or supplies through publicly bid contracts of another political state or political subdivision thereof, and

WHEREAS, Sourcewell Service Cooperative is a service cooperative created under Minnesota Statutes §123A.21 and provides cooperative purchasing contracts to public entities under Minnesota Statute §471.59 to participating agencies and governments, and

WHEREAS, Highways Superintendent Dahn Bull, has advised that a 2022 Elgin Broom Bear Street Sweeper is available for \$302,525 through Sourcewell Contract 093021-ELG (Elgin), to replace the sweeper that was destroyed in the fire of August 17, 2021; now, therefore, be it

RESOLVED, that the Highway Department is authorized to purchase a 2022 Elgin Broom Bear Street Sweeper in accordance with the attached proposal, with equipment and attachments as listed, in an amount not to exceed \$302,525 to be paid from DA-5130-145 (Highway Department – Equipment – Lease Payments), and be it further

RESOLVED, that the Comptroller is authorized to solicit bids to enter a capital lease to pay for the purchase.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

April 11, 2022

Teresa Brobston, Town Clerk

Resolution No. 205 of 2023, a resolution authorizing the purchase of a 2023 Ram Class 4 Regular Cab Truck with e-tipper dump body for the Town Highway Department purposes, from an existing contract with Onondaga County.

Introduced by Councilman O’Hara, who moved its adoption, seconded by Councilman Morelli.

WHEREAS, after assessing the needs of the Highway Department, Highways Superintendent Dahn Bull, has recommended the purchase of one truck with dump body for use by the Highway Department, per the attached, and

WHEREAS, the prices quoted are extended from the Onondaga County Bid award, under the provisions of New York State General Municipal Law Section 103 of the General Municipal Law, which allows one municipality to utilize the contracts from another municipality, as long as that contract was pursuant to competitive bidding consistent with State law and made available for use by other government entities, and

WHEREAS, General Municipal Law Section 103(16) has been amended to allow the extension of equipment configurations and awarded pricing discounts to all political subdivisions in New York State, based upon qualified bid responses to a municipal entity with notice, and

WHEREAS, after reviewing the options available, the Highways Superintendent has recommended that the pricing from Robert Green Truck Division, Rock Hill, NY, be accepted for an amount of \$68,094; now, therefore, be it

RESOLVED, that the Highway Department is authorized to purchase one 2023 Dodge Ram Class 4 Regular Cab Truck with e-tipper dump body, from Robert Green Truck Division, Route 17 East, Rock Hill, NY, per the attached list; and be it further

RESOLVED, that the Town Board hereby authorizes the purchase under Onondaga County Contract #7974, costs to be offset through a municipal lease, the rates to be determined through a competitive bid process.

ROLL CALL VOTE

Ayes: Councilman Morelli, Councilman O’Hara,
Councilwoman Walowit, Supervisor Barrett

Noes: None

Absent: Councilwoman Reid

DECLARED ADOPTED

September 5, 2023

Teresa Brobston, Town Clerk



September 13, 2023

Mr. Mark E. Heggen, CPA
Town Comptroller
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065

Re: Installment Purchase Contract (Lease) Financing (Due September 13, 2023)

Dear Mark,

Manufacturers and Traders Trust Company (“M&T Bank”) is pleased to outline the following financing proposal for the Town of Clifton Park.

LESSOR:	M&T Bank (its nominees, assigns or affiliates)	
LESSEE:	Town of Clifton Park	
EQUIPMENT & FUNDING AMOUNT (APPROXIMATELY):	New Elgin Broom Bear Sweeper	\$306,535.00
	New Dodge RAM 250 w/ Crew Cab	<u>\$ 68,094.00</u>
		\$374,619.00
FACILITY:	Tax-Exempt Municipal Lease Purchase Agreement	

This will be a non-cancelable, net lease transaction whereby maintenance, insurance, applicable taxes, and all items of a similar nature will be the responsibility of the Lessee. Provisions of the lease will require that Lessor be named Lender/Loss Payee on the insurance coverage.

TERMS & PAYMENT:	Lease Term:	7 Years
	Closing Date:	October 5, 2023 (anticipated)
	First Payment Date:	October 5, 2023 (at closing)
	Frequency/Structure:	Annual in Advance (other options available)
	Interest Rate:	5.127%
	Payment Schedule:	See attached sample Amortization Schedule. Other structures are available.

ESCROW: If required, a schedule will be funded into an escrow disbursement account held by M&T Bank at the closing date. This will lock the interest rate at closing and protect against any future rate increases. During the build/delivery period, with Lessee's approval, payments to the vendor(s) will be made from this escrow account as needed. Any interest earned on this account will accrue to the benefit of Lessee. Any interest earnings and/or unexpended funds remaining in the escrow account once the equipment has been paid for will be applied to the next lease payment or returned to Lessee.

BASIS OF RENTAL FACTORS: The indicative interest rates in this proposal are based on M&T Bank's seven (7) year Cost of Funds (COF) as of September 12, 2023 for a Bank Qualified transaction. Final pricing may change based on fluctuations in Lessor's COF, closing date, tax rates, any changes in tax or other legislation that impact Lessor's pricing and other operating parameters. The actual rate will be fixed three days prior to the closing and may be indexed to this COF at discretion of Lessor.

Cost of Funds shall mean a measure of the Bank's cost of borrowing, inclusive of a standard risk premium, all as may be determined by the Bank from time to time and consistently applied. Such measure is the sum (i) the yield on United States Treasury Obligations adjusted to a constant like-term maturity in effect three (3) New York Business Days as published by the Board of Governors of the Federal Reserve Statistical Release H.15 (519), or by such other quoting service, index or commonly available source utilized by the Bank, plus (ii) the "ask" side of the like-term Secured Overnight Financing Rate ("SOFR") swap spread in effect three (3) business days prior to closing date as set forth in Bloomberg, L.P., or by such other quoting service, index or commonly available source utilized by the Bank.

TAX INDEMNIFICATION: New York State
This proposal assumes that this transaction qualifies as tax exempt, Bank Qualified pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. Lessee shall provide bond counsel tax opinion, at Lessee's expense, stating these qualifications and other appropriate representations.

DOCUMENTATION & APPLICABLE FEES: All documentation will be provided by Lessor and must be satisfactory to all parties. There will be no documentation fees, escrow fees, acquisition fees, disposition fees or security deposit charged to this account.

END OF LEASE OPTIONS: Provided the Lessee has met all the terms and conditions of the lease agreement, the Lessee at lease expiration will have clear title of equipment upon payment of all amounts due under the lease.

EARLY TERMINATION: Pursuant to General Municipal Law the lease will allow for early termination for reasons of non-appropriation.

PRE-PAYMENT: Provided there are no events of default and that the lease is current, Lessee may prepay all, but not less than all, of the lease on any payment date for an amount equal the then remaining principal balance.

CONDITIONS: This proposal is For Discussion Purposes Only. The proposed terms and conditions herein do not constitute an offer, agreement or commitment to lend and are confidential. Final approval, if any, may only be granted upon receipt of all information deemed appropriate by Lessor and in accordance with Lessor's loan, legal and other applicable policies. Lessor will require a Resolution or other form of authorization showing this financing was approved by Lessee. This

proposal is subject to Lessor's final credit and investment approval. Lessor takes a general exception to the application of any contract terms and conditions included in any solicitation for quotations. The terms and conditions applicable to the provision of our products and services will be those reflected in those final signed agreements and documents.

Lessor will make every reasonable attempt to formally secure credit approval and close the lease in an expedited fashion in the time frame indicated in the Lessee's proposal request letter. Lessor may require certain additional information to complete the approval, a resolution from Lessee authorizing any financings, etc., the receipt of which may impact the time needed to ultimately document and fund any transactions.

Lessee shall have delivered to M&T Bank, sufficiently in advance of closing, all documentation and other information required by the Bank in accordance with all applicable banking laws and regulations in effect from time to time, including, without limitation, the USA PATRIOT Act. Any failure by Lessee or any necessary third party to deliver to the Bank, in a timely manner, any material information requested, or any misrepresentation or inaccuracy with respect to any such information received, or if Bank's due diligence reveals that opening the accounts contemplated herein would potentially violate the Bank's regulatory compliance policies or applicable law, shall permit the Bank, in its sole discretion, to withdraw and/or cancel this proposal without liability, and retain any fees.

ACCEPTANCE AND EXPIRATION:

The Lessee may acknowledge its approval of this lease proposal by signing and returning this letter. This proposal shall expire in thirty (30) days unless extended by Lessor.

Thank you for allowing us the opportunity to present this proposal. Please contact me at (610) 449-3944 if you have any questions.

Sincerely,



Paul V.W. Black
Senior Vice President
M&T Bank - Commercial Equipment Finance
Phone: 610-449-3944
Email: pvblack@mtb.com

PROPOSAL ACCEPTED THIS _____ DAY OF _____, 2023

By: _____
Town of Clifton Park

Encl: Sample Amortization Schedule, Quote Proposal Form

CC: Matthew Hunt – M&T Bank

M&T Bank
– Sample Amortization Schedule –

Town of Clifton Park

Compound Period: Monthly

Nominal Annual Rate: 5.127 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	10/05/2023	374,619.00	1		
2 Lease Payment	10/05/2023	62,069.37	7	Annual	10/05/2029

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Lease Payment	Interest	Principal	Balance
Lease	10/05/2023				374,619.00
1	10/05/2023	62,069.37	0.00	62,069.37	312,549.63
2023 Totals		62,069.37	0.00	62,069.37	
2	10/05/2024	62,069.37	16,406.39	45,662.98	266,886.65
2024 Totals		62,069.37	16,406.39	45,662.98	
3	10/05/2025	62,069.37	14,009.44	48,059.93	218,826.72
2025 Totals		62,069.37	14,009.44	48,059.93	
4	10/05/2026	62,069.37	11,486.68	50,582.69	168,244.03
2026 Totals		62,069.37	11,486.68	50,582.69	
5	10/05/2027	62,069.37	8,831.48	53,237.89	115,006.14
2027 Totals		62,069.37	8,831.48	53,237.89	
6	10/05/2028	62,069.37	6,036.91	56,032.46	58,973.68
2028 Totals		62,069.37	6,036.91	56,032.46	
7	10/05/2029	62,069.37	3,095.69	58,973.68	0.00
2029 Totals		62,069.37	3,095.69	58,973.68	
Grand Totals		434,485.59	59,866.59	374,619.00	

Quote Proposal Form:
Installment Purchase Contract (Lease) Financing
TOWN OF CLIFTON PARK
Mark Heggen, Comptroller
One Town Hall Plaza, Clifton Park, NY
comptroller@cliftonpark.org
(Call with questions: 518-348-7333)

Lessor/Agent: M&T Bank

Address: 1310 West Chester Pike
Havertown, PA 19083

Phone No. 610-449-3944 Fax No. 585-258-8267

E-mail address: pvblack@mtb.com

Contact Person: Paul Black

Title: Senior Vice-President

Annual Interest Rate: 5.127% (see explanation of basis of rental factors in attached proposal)

Annual Equal Payment Amounts \$62,069.37

Total of Payments: \$434,485.59



Signature: _____ Date: September 13, 2023

Note: Please attach a payment schedule with your quote.

Please refer to attached M&T Bank proposal for complete information

J.P.Morgan

Quote / Bid Proposal for Town of Clifton Park, New York

Installment Purchase Contract (Lease) Financing

JPMorgan Chase Bank, N.A. | Equipment Finance Group | September 13, 2023

CONTACT US

MICHAEL J. LUCAS

Executive Director

JPMorgan Equipment Finance

10 S. Dearborn St FL 36, Chicago, IL 60603

Office: (312) 732-7333 / Cell: (312) 983 -2587

Michael.j.lucas@jpmorgan.com

TIMOTHY MINAHAN

Executive Director

Relationship Executive

12 Corporate Woods Blvd Floor 4 Albany, NY 12111

Office: (518) 433-2516 / Cell: (518) 335-8237

Timothy.minahan@jpmorgan.com

J.P.Morgan

Michael J. Lucas
Executive Director
Commercial Bank

September 13, 2023

Town of Clifton Park
Mark Heggen, Comptroller
One Town Hall Plaza, Clifton Park, NY
mheggen@cliftonpark.org

Re: Quote/Bid for an Installment Purchase (Lease) Financing

Dear Mr. Mark Heggen,

JPMorgan Equipment Finance ("Equipment Finance"), a division of JPMorgan Chase Bank, N.A. ("JPMorgan Chase"), is pleased to propose for discussion indicative terms to the Town of Clifton Park, New York (the "Town"), for a tax-exempt, bank-qualified, municipal capital lease financing in an estimated amount of \$374,619.00. subject to the terms and conditions described in our proposal.

Equipment Finance has been the market leader in municipal equipment finance credit for over 30 years. JPMorgan Chase Bank ranks among the largest providers of credit facilities in the municipal market today. Our deep familiarity with this sector is viewed as a strong benefit by the municipal clients with whom we do business. We believe that our experience in providing credit support, coupled with our long experience in deal execution, will ensure an efficient, cost-effective transaction for the Town.

The Town of Clifton Park will be supported by our dedicated relationship team via the firm's Government Banking practice, led by Timothy Minahan. Tim has been in the banking industry over 30 years and specific to Government Banking for the past 17 years. In addition, I will be your primary point of contact for this contract. My equipment financing experience goes back over 15 years and includes servicing many municipal entities' lease-purchase financing programs.

We appreciate the opportunity to participate in the Town of Clifton Park's bid for the Installment Purchase Contract (Lease) Financing. Should you have any questions about any aspect of this proposal, please do not hesitate to contact me at (312) 732-7333.

Thank you, and we look forward to the opportunity to work with the Town of Clifton Park.

Sincerely,



Michael J. Lucas
Executive Director

Quote Proposal Form:
Installment Purchase Contract (Lease) Financing
TOWN OF CLIFTON PARK
Mark Heggen, Comptroller
One Town Hall Plaza, Clifton Park, NY
mheggen@cliftonpark.org
(Call with questions: 518-348-7333)

Lessor/Agent: JPMorgan Chase Bank, N.A.

Address: 1111 Polaris Parkway Floor 1A Columbus, OH 43240

Phone No. (312) 732-7333 Fax No. Not applicable.

E-mail address: Michael.j.lucas@jpmorgan.com

Contact Person: Michael J. Lucas

Title: Executive Director

Annual Interest Rate: 5.68%

Annual Equal Payment Amounts \$ 62,780.18

Total of Payments: \$ 439,461.25

Signature:  Date: September 13, 2023

Note: Please attach a payment schedule with your quote.

Amortization / Payment Schedule

Aggregate average life (lending) 3.661 years						
Rate 5.68000000%						
	starting		debt			remaining
Date	balance	takedowns	service	interest	principal	balance
10/5/2023	\$ -	\$ 374,619.00	\$ 62,780.18	\$ -	\$ 62,780.18	\$ 311,838.82
10/5/2024	\$ 311,838.82	\$ -	\$ 62,780.18	\$ 17,712.45	\$ 45,067.73	\$ 266,771.09
10/5/2025	\$ 266,771.09	\$ -	\$ 62,780.18	\$ 15,152.60	\$ 47,627.58	\$ 219,143.51
10/5/2026	\$ 219,143.51	\$ -	\$ 62,780.18	\$ 12,447.35	\$ 50,332.83	\$ 168,810.68
10/5/2027	\$ 168,810.68	\$ -	\$ 62,780.18	\$ 9,588.45	\$ 53,191.73	\$ 115,618.95
10/5/2028	\$ 115,618.95	\$ -	\$ 62,780.18	\$ 6,567.16	\$ 56,213.02	\$ 59,405.92
10/5/2029	\$ 59,405.92	\$ -	\$ 62,780.18	\$ 3,374.26	\$ 59,405.92	\$ -
Total		\$ 374,619.00	\$ 439,461.25	\$ 64,842.25	\$ 374,619.00	

JPMorgan Chase Bank, N.A. Summary of Terms & Conditions

Town of Clifton Park, New York (the "Town")

Tax-Exempt, Bank Qualified Installment Purchase Contract (Lease) Financing

Summary of Terms and Conditions

September 13, 2023

J.P. Morgan is pleased to submit the following equipment financing proposal. This document is for discussion purposes only and is contingent upon the Lessee's compliance with the requirements of the Internal Revenue Code of 1986 ("Code"), as amended, and all applicable State laws related to Lessee's ability to enter into a tax-exempt lease-purchase financing for the intended purposes. The final terms and conditions are subject to credit approval and may be different from the terms and conditions outlined below.

TRANSACTION SUMMARY

Lessee:	Town of Clifton Park
Lessor:	JPMorgan Chase Bank, N.A. or any affiliate of JPMorgan Chase Bank, N.A., its successors and/or assigns ("JPMorgan Chase"/"Lessor"/ or "Bank").
Transaction:	Fixed-rate, fully amortizing, tax-exempt lease-purchase agreement ("Agreement"). There will be no need for a \$1 buyout as Lessee will be the owner of the equipment.
Use of Proceeds:	To finance rolling stock and other misc. equipment, the legal title of which will vest with Lessee during the term of the Agreement. All equipment proposed for financing will be subject to final review and acceptance by Lessor prior to closing.
Financing Amount:	\$374,619.00.
Bank Qualified:	This proposal assumes that Lessee will issue less than \$10 million in tax-exempt obligations this calendar year and that the Lessee will not designate this lease as a "qualified" tax-exempt obligation.
Location of Equipment:	Town of Clifton Park, NY
Commencement Date:	On or before October 5, 2023

TRANSACTION DETAILS

Financing Term:	7 Years
Payment / Frequency:	Equal annual payments of principal and interest in advance.
Interest Rate:	5.68%
Adjustment to Rate:	JPMorgan will hold the rate through October 5, 2023 conditional upon being notified of preliminary award by close of business September 18, 2023 and subject to a conversation between the Lessee and JPMorgan to better understand the timing of any remaining board approvals and the execution timeline. At that time, Lender will lock in the rate at no cost for the agreed upon time period. Lender reserves the right

to adjust the pricing proposed in order to maintain Lender's anticipated economic return as a result of material adverse change.

- Prepayment:** The Financing may be prepaid in whole, but not in part, prior to maturity on any payment date, with 30 days prior written notice. Payment may be subject to a fixed rate / "make whole" break funding charge.
- Upon request and subject to certain conditions, Borrower may choose a prepayment option without a fixed rate / "make whole" break funding charge. This option requires a no call period of 12 months and incurs a 22 basis point premium to the quoted interest rate.
- Disbursement of Proceeds:** The transactions will be funded via an initial escrow deposit with a mutually agreed upon escrow agent, equal to the full Financing Amount from which disbursements will be made to vendors, or reimbursements to Lessee (in compliance with Treasury Reg. 1.150-2) as funds are required. Review of the terms and conditions of the escrow agreement also will be required. Lender typically uses TMI Asset Trust and covers the one-time setup fee of \$1,500. If a different escrow agent is chosen all escrow fees will be for Lessee's account.
- Security:** Lessee will grant Lessor a first priority security interest in the financed equipment. UCC I and UCCII filings will be completed as applicable.
- Appropriation:** This Agreement shall be subject to appropriation. The Agreement will require appropriation for payment for any and all equipment on a lease schedule. Appropriation for partial payment or for select assets within a schedule will not be permitted.

OTHER TERMS

- Documentation:** The terms of this financing will be evidenced by agreements, instruments and documents ("Lease Documents") usual and customary for a Tax-Exempt Lease Purchase.
- Lessor or its counsel shall prepare documentation. Lessee shall be responsible for its own expenses related to review of the lease documents and delivery of opinion of counsel. We anticipate using the existing Master Lease-Purchase Agreement originally dated September 28, 2006. Additionally, we have attached the documents package that we negotiated and signed with the Town of Clifton Park on August 11, 2023, of which will be revised for the new transaction should we be awarded.
- Conditions Precedent:** Usual and customary conditions to issuance of the financing including acceptable legal documentation which will include an opinion of counsel that the financing is valid, binding and enforceable. Additionally, documentation will provide that interest earned by the Lessor in this transaction will be excluded from gross income for federal tax purposes.
- Representations and Warranties:** Usual representations and warranties for like situated Lessees and the Facility's type and tenor, including, without limitation, absence of material adverse change, absence of material litigation, absence of default or potential default and continued accuracy of representations.
- Representations and warranties relating to Absence of Sovereign Immunity (or waiver of sovereign immunity, if applicable) will also be required for all governmental entities.
- Maintenance & Insurance:** All maintenance and insurance are the responsibility of Lessee. Lessee shall bear all risk of loss or damage of the Equipment and will be responsible for keeping the Equipment insured with companies satisfactory to Lessor. Lessor, its parent and/or affiliates, its successors and assigns must be named as loss payee and additional insured as applicable, on all insurance policies. Evidence of such insurance must be satisfactory to Lessor.

Waiver of Jury Trial:	The Lessee and the Bank will waive, to the fullest extent permitted by applicable law, any right to have a jury participate in resolving any dispute in any way related to this term sheet, any related documentation or the transactions contemplated hereby or thereby.
Anti-Corruption Laws and Sanctions:	The documentation shall contain representations and warranties that the Lessee has implemented and maintains in effect policies and procedures designed to ensure compliance by the Lessee, its subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Lessee, its subsidiaries and their respective officers and employees and to the knowledge of the Lessee, its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Lessee, any subsidiary or any of their respective directors, officers or employees, or (b) to the knowledge of the Lessee, any agent of the Lessee or any subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or credit facility, use of proceeds or other transaction contemplated by this Agreement will violate any Anti-Corruption Law or applicable Sanctions.
Waiver of Immunity:	Lessee hereby expressly and irrevocably waives any immunity (including sovereign, crown or similar immunity) and any defenses based thereon from any suit, action or proceeding or from any legal process in any forum with respect to Lease.
Governing Law:	All aspects of the credit(s) being discussed including this Term Sheet and any Lease Documents would be governed by the laws of the State of New York.
Proposal Expiration:	This proposal will expire if acceptance does not occur by October 5, 2023 (unless extended in writing by Lessor).
IRS Circular 230 Disclosure:	JPMorgan Chase & Co. and its affiliates do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not intended or written to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with JPMorgan Chase & Co. of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.
Confidentiality Statement:	<p>J.P. Morgan confirms that it will not use confidential information obtained from you by virtue of the potential transaction contemplated by this proposal or our other relationships with you in connection with the performance by J.P. Morgan of such services for other companies. You also acknowledge that J.P. Morgan will not use in connection with the potential transaction contemplated by this preliminary proposal, or furnish to you, confidential information obtained from other companies.</p> <p>Municipal Advisor Disclosures and Disclaimers: The Lessee acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the Lessee and the Bank, (ii) in connection with such transaction, the Bank is acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the Lessee, (iii) the Bank is relying on the Bank exemption in the Municipal Advisor Rules, (iv) the Bank has not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Lessee with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Bank, or any affiliate of the Bank, has provided other services or advised, or is currently providing other services or advising the Lessee on other matters), (v) the Bank has financial and other interests that differ from those of the Borrower, and (vi) the Lessee has consulted with its own financial, legal, accounting, tax, and other advisors, as applicable, to the extent it deemed appropriate.</p>

Master Purchase Lease Agreement

We anticipate using the existing Master Lease-Purchase Agreement originally dated September 28, 2006. Additionally, we have attached the documents package that we negotiated and signed with the Town of Clifton Park on August 11, 2023, of which will be revised for the new transaction should we be awarded.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <cliftonpark@hdgwebhost.com>
Sent: Tuesday, September 12, 2023 10:26 AM
To: Cynthia, Zlogar; Tom McCarthy; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Christopher, O'Hara; Agatha, Reid; John Scavo
Subject: New Resolution Request #227

A new resolution request has been submitted. The details of this resolution request are included below.

Department: Comptroller

Your Name: Mark Heggen

Your Email: mheggen@cliftonpark.org

Sponsor: P. Barrett

Meeting Date: 09/18/2023

Alternate Date: 10/02/2023

Budget Number: DA-05130-00145

Budget Description: Highway - Machinery - Lease Payments

Amount: 374619

Brief Description: Authorize Town Supervisor to sign all necessary documents for lease purchase financing. - Bid for lease financing due 9/13/2023. The equipment being financed is the Broom Bear Sweeper and Dodge Ram 250 with Crew Cab

Add Supporting Docs:

Additional Comments/Details: Bid quotes to be included when received.

Agree to Terms: Agree

RESOLUTION
5

Resolution No. _____ of 2023, a resolution certifying Retirement days for elected and appointed officials.

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

WHEREAS, it is necessary to establish standard work days for elected and appointed officials to be reported to the New York State and Local Employees' Retirement System based on the record of activities maintained; now, therefore, be it

RESOLVED, that the Town Board hereby established standard work days for elected and appointed officials, per Schedule A, attached.

Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

Employer Location Code
 3 0 1 4 3

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A
 (Rev.11/19)

BE IT RESOLVED, that the Town of Clifton Park / 30143 hereby established the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities:

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Philip Barrett	XXXX	XXXX	Town Supervisor	1/1/22-12/31/23	6	41.11	<input type="checkbox"/>	bi-weekly	<input type="checkbox"/>
Anthony Morelli	XXXX	XXXX	Councilman	1/1/22-12/31/25	6	2.71	<input type="checkbox"/>	bi-weekly	<input type="checkbox"/>
Teresa Brobston	XXXX	XXXX	Town Clerk	1/1/22-12/31/23	6	24.76	<input type="checkbox"/>	bi-weekly	<input type="checkbox"/>
Appointed Officials:									
Neil Weiner	XXXX	XXXX	Deputy Town Attorney	1/1/23-12/31/23	6	1.11	<input type="checkbox"/>	bi-weekly	<input type="checkbox"/>
Paula Cooper	XXXX	XXXX	Planning & Zoning Secretary	1/1/23-12/31/23	6	2.82	<input type="checkbox"/>	bi-weekly	<input type="checkbox"/>
Dr. Gail Buckley	XXXX	XXXX	Health Director	1/1/23-12/31/23	6	10.72	<input type="checkbox"/>	bi-weekly	<input type="checkbox"/>

I, Teresa Brobston (Name of Secretary or Clerk) secretary/clerk of the governing board of the Town of Clifton Park (Name of Employer), of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the 18th day of September, 2023 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Clifton Park on this day of , 20

(Signature of Secretary or Clerk)
 Affidavit of Posting: I, Teresa Brobston (Name of Secretary or Clerk) being duly sworn, deposes and says that the posting of the Resolution began on 09/19/2023 (Date) and continued for at least 30 days. That the Resolution was available to the public on the: www.cliftonpark.org
 Employer's website at: www.cliftonpark.org
 Official sign board at:
 Main entrance Secretary or Clerk's office at:

Please type or print clearly
 in blue or black ink

Employer Location Code

3 0 1 4 3

Received Date

**Standard Work Day and Reporting
 Resolution for Elected and
 Appointed Officials Continuation Form**

RS 2417-B

(Rev.04/20)



SCHEDULE A



Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Dahn Bull	XXXX	XXXX	Highway Superintendent	1/1/22-12/31/23	6	36.38	<input type="checkbox"/>	bi-weekly	<input type="checkbox"/>
Linda Walowit	XXXX	XXXX	Councilwoman	1/1/22-12/31/25	6	20.66	<input type="checkbox"/>	bi-weekly	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
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Appointed Officials:									
Agatha Reid	XXXX	XXXX	Councilwoman	1/1/23-12/31/23	6	4.97	<input type="checkbox"/>	bi-weekly	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
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							<input type="checkbox"/>		<input type="checkbox"/>

Cynthia, Zlogar

From: Town of Clifton Park Official Website <cliftonpark@hdgwebhost.com>
Sent: Tuesday, September 12, 2023 10:53 AM
To: Cynthia, Zlogar; Tom McCarthy; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Christopher, O'Hara; Agatha, Reid; John Scavo
Subject: New Resolution Request #228

A new resolution request has been submitted. The details of this resolution request are included below.

Department: Comptroller

Your Name: Mark Heggen

Your Email: mheggen@cliftonpark.org

Sponsor: P Barrett

Meeting Date: 09/18/2023

Alternate Date: 10/02/2023

Budget Number: None

Budget Description: None

Amount: None

Brief Description: Certify retirement days for elected and appointed officials. See resolutions #202 of 2014.

Add Supporting Docs:

Additional Comments/Details: Will send schedule A later today.

Agree to Terms: Agree

RESOLUTION

#6

Resolution No. ____ of 2023, a resolution accepting a proposal from Greenman-Pedersen, Inc. (GPI) for engineering services to analyze the gasoline pumps at the Highway Department.

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

WHEREAS, on October 18, 2021, the Town Board designated \$60,000 to analyze solutions and options to upgrade and replace underground gasoline pumps at the Town's Highway Department, using federal funds made available by the U.S. Government in the American Rescue Plan, (ARPA funds), through resolution 239 of 2021, and

WHEREAS, the Highway Superintendent has not taken steps to retain any engineering or consultant firm to begin work on the project as authorized, and

WHEREAS, the gas pumps are critical to Town Hall operations, as well as the Highway Department fleet, and the Town Board wishes to ensure continued access to the system and to ensure compliance with DEC regulations within the system, and

WHEREAS, pursuant to the American Rescue Plan, such federal funds must be obligated and appropriated by December, 2024, and

WHEREAS, GPI has submitted a proposal to analyze the existing condition of the tanks, develop a preliminary design for a replacement fuel storage and distribution option and the demolition/removal of the existing tanks at the Highway Department, and

WHEREAS, Supervisor Barrett recommends that the Town Board retain GPI to move the project forward, and that the Town Board assume direct control over the project to assure it's timely completion consistent with ARPA funding deadlines; now, therefore, be it

RESOLVED, that the Supervisor is authorized to execute an agreement with Greeman-Pedersen, Inc. to begin the first phase of a scope and plan to upgrade and replace the Highway Department's gas pumps and tanks, in an amount not to exceed \$112,600, and be it further

RESOLVED, that the Comptroller is authorized to transfer \$112,600 from ARPA funds to offset costs of the engineering agreement with Greenman-Pedersen, Inc, and increase the budget expenditures by \$112,600 to A-5132-135 (General Fund-Highway Garage-Engineering).

Resolution No. 239 of 2021, a resolution designating a portion of the town's funds from the American Rescue Plan Act of 2021 to projects as authorized by the act.

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

WHEREAS, by Resolution No.192 of 2021, the Town Board accepted the municipal share of American Rescue Plan funding with the first installment of \$1,857,334 received on July 16, 2021, and

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

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

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

- \$ 450,000 for emergency generators for Clifton Park Sewer District No. 2 and Clifton Park Sewer District No. 1 per attached Schedule A
- \$ 350,000 for stormwater upgrades and repairs per attached Schedule B
- \$ 60,000 for engineering services to begin to analyze the options to upgrade gasoline pumps operated and maintained by the Highway Department
- \$ 200,000 to distribute to not-for-profit entities serving the residents of Clifton Park to respond to impacts from the Coronavirus Pandemic and related governmental policies pursuant to Town Board approval and adoption of Grant Funding Application

and

WHEREAS, following discussion, the matter was tabled by unanimous vote, and

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

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

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

October 18, 2021

Teresa Brobston, Town Clerk

August 30, 2023

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

Via Email

Re: Fuel Systems Improvements Project, Town of Clifton Park Highway Garage

Dear Mr. Scavo,

Greenman-Pedersen, Inc. (GPI) is pleased to submit the following proposal to provide fuel system engineering services for the proposed Fuel System Improvements at the Clifton Park Highway Garage located at 639 Clifton Park Center Road in Clifton Parks, NY. It is our understanding that the existing facilities will be removed including the subsurface tanks and fueling island and will be replaced with a new island, canopy and either new underground storage tank (UST) or above ground storage tank (AST).

GPI proposes the following services:

A. Scope of Work

Task 00001 Existing Conditions Survey Plan

GPI will coordinate the completion of an existing conditions survey of the anticipated project limits. A topographic and utility survey will be completed. The survey will be based on NAVD88 datum and will include the area on the attached Exhibit A, which is made a part of this proposal. Underground utilities will be shown based upon physical location and existing mapping of record. Existing mapping of record is assumed to be available from the Client. Contours will be shown at a 1-foot interval with spot elevation data noted and DTM file provided.

Task 00002 Preliminary Fuel System Design Services

GPI will complete a cursory review of options for replacement of the existing fuel storage tanks with either above ground or below ground tanks and will provide our professional opinion on which solution is deemed most appropriate for the facility. Once determined, GPI will develop up to two site layout sketch options for the proposed AST/UST tank location and the dispenser/canopy placement for review by the Town. GPI will attend a virtual meeting with the Town to discuss these options and obtain feedback to ensure that the final layout serves the operational needs of the Town. A budget of 20 engineers' hours has been estimated for this evaluation.

Task 00003 Existing Facilities Demolition and Tank Removal

GPI will develop a removals plan and will also engage Ambient Engineering for construction phase support for the closure of the two Underground Storage Tanks. The existing tanks include a 6,000-gallon diesel tank and a 4,000-gallon gasoline tank. Both tanks have reportedly recently passed testing requirements.

The plans will require that the tanks are removed by a qualified contractor retained by the Town to achieve closure per NYSDEC requirements. Ambient will provide oversight, confirmation sampling, and closure reporting. GPI will identify canopy and fuel island removals and removals of ancillary system components including venting, lighting, bollards, and concrete aprons.

During tank removals, the following support will be provided:

- notify NYSDEC in advance of UST removal.
- observe and document removal of both tanks including all contents and proper disposal of same, including removal and proper disposal of any sludge in the tanks, removing and stockpiling clean soil, removing and cleaning tanks, and tank disposal.
- sample the excavation sidewalls and floor to document remaining petroleum residuals in soil, if any.
- document compliance with UST removal requirements.
- prepare a closure report for submission to the Town and, upon request, to NYSDEC.

If evidence of a petroleum release is observed, Ambient will perform the following:

- notify the Client and provide a recommendation regarding reporting a spill to NYSDEC; (note that if contamination is encountered it must be reported to the NYSDEC as required by law).
- direct the removal and stockpiling of any contaminated soil (as determined by observations and PID readings) as possible without compromising the integrity of adjacent structures;
- assure that the contractor samples any stockpiled soil for proper disposal characterization, and appropriately profiles the material;
- oversee the loading, transportation and disposal of any petroleum-contaminated soil that may be removed.

Note that this proposal includes fees for UST removal oversight, sample collection and analysis along with a closure report. If contamination is encountered the client will be notified and a plan for additional services will be coordinated with the Client to manage the cleanup and closure of the spill.

Task 00004 Final Fuel System Design Services

GPI will prepare the following plans:

- Fuel System Improvement Plans consisting of Tank & Piping Plan in accordance with the New York Department of Environmental Conservation (NYSDEC) Petroleum Bulk Storage regulations. These plans will show the facility layout along with the proposed tank and piping configuration.
- Preparation of fuel system details which include the type of tanks to be used, piping details, overflow prevention calculations, tank top equipment details, and other details as required by NYSDEC.
- Preparation of a conceptual canopy elevations for the proposed overhead canopy. Final structural steel drawings are included in Task 00005 below.
- Preparation of a canopy lighting photometric plan.
- Preparation of an electrical schematic design showing the general fuel system component layout. The final detailed electrical drawings are included in Task 00006 below.
- Coordination with other consultants and the Town during the design process. These consultants include, but are not limited to, the Fuel System equipment supplier, canopy manufacturer's, and piping manufacturer. GPI will also participate in discussions with these consultants/suppliers and coordinate the exchange of plans and information as required.
- Written technical specifications for the fuel system components will be provided. Site work General Conditions, Bid Forms, or Supplementary Conditions will be coordinated with the Client for bidding of the project.

Task 00005 Canopy Structural Design

Geotechnical

- Desktop review of available open-source and historical geotechnical information for the site
- Establish Seismic Design Category and prescriptive soil bearing capacity per the 2020 BCNYS

Structural

- Establish the basis of design and a performance specification for the final design and construction a two-column, double-cantilever canopy structure.
- Provide the foundation and anchorage design for the canopy superstructure.
- Prepare structural drawings that include structural notes, special inspection criteria, canopy geometry and foundation plans and details.
- Prepare technical specifications, Division 03-Concrete and the pre-engineered canopy.

Structural Bid Phase Support

- Answer bidder's questions
- Issue addenda

Structural CA Phase Support

- Attend pre-construction meeting.
- Review of contractor submittals (canopy design, concrete & reinforcement)
- Perform 3 site visits to evaluate the performance of work.
 - i. Review excavation and subgrade soils to validate design assumptions.
 - ii. Review completion of foundation casting
 - iii. Review the erected canopy framing prior to attachment of cladding panels and concealment of anchorage.
- Attend up to 3 progress meetings.
- Respond to up to 2 RFIs.

Task 00006 Electrical Engineering Support

Electrical Design

- Site investigation to determine existing electrical services to existing fuel island.
- Prepare electrical design drawings for replacement fuel island, including "Fuel System Circuit Schedule" conduit layouts, control diagrams and details.
- Prepare technical specifications Division 26.

Electrical Bid Phase Support

- Answer bidder's questions
- Issue addenda

Electrical CA Phase Support

- Attend pre-construction meeting.
- Review of contractor submittals (canopy design, concrete & reinforcement)
- Attend up to 3 progress meetings.
- Respond to up to 2 RFIs.

Task 00007 Estimate of Probable Construction Cost

GPI anticipates the need for estimating the probable construction costs for the project in order for the Client to evaluate budget needs and to secure Board support to advance the project. A Preliminary estimate will be completed at the end of the Preliminary Fuel System Design phase and then a final will be provided at the completion of the Final Fuel System Design.

Task 00008 Fuel System Construction Phase Administration

GPI will perform construction phase administration services for the project, which will include the following:

- Participation in conference calls with the client, general contractor, and fuel system installer as required (excludes site meetings).
- Coordinate inspection schedules with installer.
- Review shop drawings and other submittals/equipment substitutions,

- Review RFI's and COR's related to fuel system plans.
- Prepare any required RFI or AHJ plan modifications.

A budget of 20 engineers' hours has been estimated for this work.

Task 00009 Fuel System Construction Inspections

GPI will perform inspections of the fuel system installation to ensure compliance with the contract documents as prepared by GPI. Note that a licensed professional engineer is not required to perform these inspections. A summary report with photographs will be provided to the Town upon completion of each inspection, including a red-line as-built mark up of any notable field changes. A total of three (3) fuel system inspections will be performed at the following stages:

- **Tank Installation** – Observe tank hole and tank during installation to confirm tank sizes and orientation, dead-men and anchor strap placement, approved backfill, and geotextile.
- **Pre-Backfill Inspection** – Review fuel piping, vent piping, pipe cover, entry boots, tank, and dispenser sump installation prior to backfill.
- **Final Inspection** – Field check OPV lengths for each tank, sump sensors, and functionality of leak detection console prior to operation.

Note that full time inspection can be provided for overall construction support if requested.

B. COMPENSATION:

Based upon the above Services and the enclosed Terms and Conditions, the following table summarizes the costs and payment method of the tasks described in this Contract. Our estimated fee to complete these services will be **One Hundred Twelve Thousand Six Hundred Dollars (\$112,600)** plus per inspection costs and reimbursables. We will not exceed this estimate without prior written approval by the CLIENT. For your information, this budget is proportioned below to each sub-task.

<u>Tasks</u>	<u>Fee</u>	<u>Payment Method</u>
00001 Existing Conditions Survey Plan by Albany	\$2,900	Lump Sum
00002 Preliminary Fuel System Design Services	\$6,300	Lump Sum
00003 Existing Facilities Demolition and Tank Removal	\$11,000	Lump Sum
00004 Final Fuel System Design Services	\$29,900	Lump Sum
00005 Canopy Structural Design	\$18,400	Lump Sum
00006 Electrical Systems Design	\$26,200	Lump Sum
00007 Estimate of Probable Construction Cost	\$4,000	Lump Sum
00008 Construction Phase Administration	\$5,400	Lump Sum
00009 Fuel System Inspections	\$8,500	Lump Sum
a) Tank Installation Inspection	\$2,500	Per Insp
b) Pre-backfill Inspection	\$2,500	Per Insp
c) Final Operational Inspection	\$2,500	Per Insp
TOTAL Lump Sum Fee	\$112,600	plus per inspection fees

Reimbursable expenses will be invoiced in accordance with the provisions of the attached General Terms and Conditions and are in addition to and not included in the above labor fees. For budgetary purposes, we estimate **reimbursable expenses to be \$1,500.**

Assumptions

- We understand that the NYSDEC PBS Application & Registration will be filed by UST installer if UST tanks are used.
- GPI will not be performing any third-party testing and will only confirm if the testing has been completed by others as required by the NYSDEC.

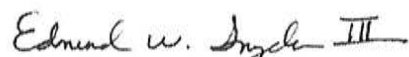
- GPI is not responsible for the contractor's methods and means during construction, including site safety and OSHA requirements for trenching and excavation.
- Fee excludes an as-built field survey of the proposed fuel system.
- Inspection services related to the overhead canopy structure are excluded. If these services are required, GPI will prepare a Contract Amendment as needed.
- Proposal includes one bidder's question and issuance of one addendum per trade.
- Column base reactions will be provided to GPI by the canopy supplier during the design phase.
- Construction Progress meetings will be virtual.
- Shop drawings will require no more than a single review to achieve a status of "Approved as Noted" or "Approved". A second review of contractor submittals is not anticipated.
- Design and shop drawings of the pre-engineered canopy will be provided by the contractor.
- Special Inspections are not included or will be provided by others based on Contract requirements.
- Deep foundation and soil improvements are not required.
- Settlement and ground water are not an issue at the site.
- Existing electrical panels have adequate breaker spaces and capacity to support new fueling system, and island canopy lighting.
- Electrical Coordination, Ark Flash and Short Circuit studies are excluded.
- Security camera design is excluded.
- Construction Estimating is excluded.

Deliverables

- We anticipate three review submissions at 50% Design, 95% Design and Bid Documents in .pdf format.

GPI appreciates the opportunity to submit this proposal. If during your review of this proposal you should have any questions, please do not hesitate to contact me. As formal Authorization to Proceed, please review and sign the attached agreement.

Sincerely,
GPI/GREENMAN-PEDERSEN, INC.


 Edmund Snyder, PE
 Vice President|Director of Business Development
 80 Wolf Road, Suite 300, Albany, NY 12205
 518.898.9545 | esnyder@gpinet.com

GREENMAN-PEDERSEN, INC. TERMS AND CONDITIONS

Greenman-Pedersen, Inc. (GPI) will provide Professional services for the Fuel Systems Improvement Project, Town of Clifton Park Highway Garage project in accordance with the following Terms and Conditions.

1. PURPOSE

Client hereby retains Greenman-Pedersen, Inc. (GPI) and GPI's sub consultant's if any, herein collectively known as GPI to perform the services described in the Proposal for Professional Services entitled Fuel Systems Improvement Project, Town of Clifton Park Highway Garage, dated August 30, 2023 which is hereby made a part of this Agreement. The proposal provided shall be valid for a period of thirty (30) days.

2. DURATION OF SERVICE

The terms, conditions, rate structures and duration of continuing services provided under any Agreement shall continue for the duration of the contract unless requested otherwise in writing.

3. CHANGES

Any additional terms, items, services or personnel requested by the Client that fall outside the scope of the Agreement shall be negotiated as addenda to the Agreement at the time of such request. Such Agreement can only be modified in writing, signed by both parties.

4. TERMINATION

Either party shall have the right, at any time, to terminate the project which is the subject of this Agreement, in whole or in part, with or without cause, by giving the other party thirty (30) days written notice in advance of the intended termination date. In the event the project is so terminated, Client shall reimburse GPI for all costs incurred by GPI to the date of termination, or associated with such termination, plus any applicable fee or surcharge. Should Client reinitiate said project, the provisions of the Agreement shall remain applicable, subject to good faith renegotiation of the contract price and/or fee schedule to account for any escalation.

5. INVOICING

- a. Invoices will be issued on a monthly basis and will indicate the percentage of completion of each portion of the required services.
- b. Normal accounting/invoicing procedures of GPI shall be used. Specific requirements of the Client as to invoicing, support information, and approval of such must be requested by the Client prior to invoicing. Costs for providing any required special invoicing procedures shall be reimbursable from the Client.
- c. Unless otherwise agreed to in writing, terms of sale are on receipt in U.S. funds on date of invoice. Responsibility for payment of all invoices is binding upon the Client and is not to be delayed beyond GPI terms while waiting for payment from a third party to the Client. Accounts thirty days over are subject to a service charge of 1½ percent per month.
- d. Any disputed invoice must be lodged with GPI within 30 days of receipt, in writing. Payment shall be made within GPI terms pending resolution of the dispute at which time appropriate credit or reimbursement shall be made by/to GPI.

6. RETAINER

- a. A retainer has been waived for this project.

7. INDEMNITY

GPI shall protect, indemnify and save harmless Client from any and all cost, damage or expense directly arising from any claim of death or injury to persons and/or damage to property directly arising out of the performance of Work under this Agreement to the extent that GPI is legally liable for such claims. In the event that both Client and GPI appear to be liable for such claims, both parties agree to cooperate in defending such claim and shall share expenses in such proportion as their liability is found to be present by mutual agreement, final decisions of arbitration, or final judgment of a court.

8. INSURANCE

- a. Unless otherwise directed by Client to secure additional insurance at the Client's expense, GPI shall carry the following insurance. The limits, where indicated, are provided under blanket policies issued and regularly carried to cover all operations:
 - i. Workers' Compensation insurance to statutory limits and Employer's Liability insurance to a limit of \$1,000,000, both being applicable to all employees engaged in the Work.
 - ii. Primary Comprehensive General Liability insurance, including Contractor's Protective (Contingent), Contractual, and Completed Operations, to a combined single limit of \$1,000,000 for bodily injury and property damage claims arising out of any one accident and \$2,000,000 General Aggregate.
 - iii. Primary Comprehensive Automobile Liability insurance, to a combined total single limit of \$1,000,000.
 - iv. Umbrella Form Excess Liability of \$4,000,000.
 - v. When required by the Client, GPI will secure additional Professional Liability and/or Contractual Liability insurance as an additional cost to be paid by the Client.
- b. GPI shall furnish, upon request, certificates showing that the above insurance coverages will be in effect during the term of the project arising out of this Agreement.
- c. GPI will only instruct its insurance carriers to waive subrogation of other parties or name other parties as additional insured at additional cost to its Clients.

9. WARRANTY

- a. GPI shall warrant for a period of one (1) year from the date of Completion of the Work (as is defined in the Scope of Work) that the services to be furnished shall conform to standards of professional practice customary for services of a similar nature. Should any failure to so conform be proven during the term of the warranty, GPI shall, upon notification, revise or replace, at the option of GPI, the specifications, reports, software or other work product(s) of GPI.
- b. The provisions, and in particular the technical and numerical provision which appear in the contract documents, the specification, and any other engineering documents are descriptive only and are not guarantees or warranties, nor are they guaranteed or warranted unless expressly stated so in writing.
- c. The foregoing warranty and remedy for breach thereof are exclusive and conditioned upon time notification by Client. **THEY ARE GIVEN BY GPI IN LIEU OF ANY AND ALL OTHER REMEDIES, GUARANTEES, AND WARRANTIES, EXPRESS OR IMPLIED, AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

10. LIMITATION OF LIABILITY

Whether arising in Contract, equity, tort (including strict liability) or otherwise, GPI, its affiliates, and its subcontractors and the employees of each shall not be responsible or liable for loss of profit, loss of operating time, or loss of, or reduction in use of, any facilities (including existing facilities) or any portion thereof, increased expense of construction, operation, or maintenance, expense of replacement products, or for any special, indirect, or consequential damages. GPI total liability to Client for any claims resulting from an Agreement, whether arising in contract, equity, tort (including strict liability), shall not exceed \$1,000,000.

11. ASSIGNMENT

This Agreement, and any assignment arising out of this Agreement shall not be assigned or transferred by either party without the prior written consent of the other party. GPI shall be permitted to delegate performance of all or a portion of the Work to any of its affiliates.

12. WAIVER

Waiver by either GPI or Client of any breach by the other of any of the terms or provisions of any Agreement shall be deemed not to be a waiver of breach on any other occasion of the same terms or provisions, or a waiver of breach of any other term or provision thereof.

13. RECORDS

- a. Unless otherwise expressly stated, all Work (such as documents, drawings, specifications or computer software) shall be prepared by GPI using its current standards and practices and remain the property of GPI.
- b. The Client has the unrestricted right to use the Work for the project or facility that is the subject of the assignment. The work is not intended or represented to be suitable for reuse by the Client or third parties as extensions of the project or facility or on any other project or facility. Any reuse without written permission, verification, or adaptation by GPI will be at Client's sole risk and GPI shall have no liability or responsibility for such reuse. The Client shall indemnify and hold harmless GPI from all claims, and damages, including attorney' fees arising from such reuse. Any verification or adaptation is not included with the Scope of Work and GPI shall be entitled to further compensation for such services.
- c. GPI shall retain project files which it has in its possession at the time of project completion including final project deliverables (reports, drawings, specifications, magnetic tapes, laboratory results, etc.) for five (5) years from completion of a project. The Client has the right to obtain paper copies upon payment of a copying fee. GPI may agree to provide retention beyond five (5) years if requested by the Client and Client agrees to pay all costs of such further retention if any.
- d. GPI shall use reasonable care in maintaining project records. All documents, files, and other materials provided or turned over to GPI shall remain the property of the Client. GPI shall treat all such documents, files, and material as confidential and shall safeguard them as GPI usually safeguards its own confidential information. Should such documents, files or other materials be damaged, destroyed or otherwise rendered unusable by circumstances beyond GPI's reasonable control, GPI shall be relieved of responsibility for retaining such records.

14. PROPRIETARY INFORMATION

GPI and Client anticipate that they may reveal certain proprietary and confidential information to each other during the performance of the Work. Both GPI and Client agree to maintain the confidentiality of all such information and to take all appropriate measures to do so, such as, but not limited to, informing all persons having access to information of its confidential nature. Client shall not have any right to divulge the general scope and approximate scope of Work on this project for any other projects.

15. GOVERNING LAW

Any Agreement resulting from a Proposal, its administration and performance, and all rights, obligations, liabilities and responsibilities of the parties hereto, shall be governed by and interpreted in accordance with the laws of the State of New York.

16. ENTIRE AGREEMENT

This is the entire Agreement of the parties. This Agreement supersedes all other prior negotiations, representations or agreements, written or oral. This Agreement may be supplemented, amended or revised only in writing by agreement of the parties hereto.

AGREEMENT

This Agreement is made by and between _____(Client), whose principal place of business is located at One Town Hall Plaza, Clifton Park, NY 12065.

AND

Greenman-Pedersen, Inc., hereinafter known as the consultant, whose principal place of business is located at 80 Wolf Road, Albany, NY, 12205;

The parties hereto, on this ___Day of _____, 2023 agree to be bound by the within Terms and Conditions

_____ Date

Edmund Snyder, PE
Greenman-Pedersen, Inc. _____ Date



EXHIBIT A

RESOLUTION
7

Resolution No. _____ of 2023, a resolution accepting a proposal to complete the design and custom engraving of the bricks on the newly constructed Veterans Memorial Walkway at the Clifton Common.

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

WHEREAS, by Resolution No. 175 of 2023, the Town Board authorized enhancements to the Veterans Memorial which involved the construction of paver walkways, in conjunction with the Board's "Buy a Brick" program to honor all veterans of US Military services, past, present, and future, and

WHEREAS, a quote was received for the walkway brick engraving, per the attached proposal, and

WHEREAS, the sole conforming quote for the brick design and engraving was submitted by Humphrey Memorials, 3051 State Route 28, Herkimer, NY, in an amount not to exceed \$15,000 (\$50 per brick for the 300 bricks sold to date), and

WHEREAS, Humphrey Memorials' proposal also noted that the cost for future bricks sold will be \$60 per brick with a minimum of 10 bricks per batch; now, therefore, be it

RESOLVED, that the Town Board, hereby awards the Veterans Memorial Walkway brick design and engraving contract to Humphrey Memorials, at a cost not to exceed \$15,000, to be charged from A-07112-00015 (General Fund – Clifton Common – Other Contractual), with the funds transferred from collections received on the sale of bricks from 2022 and 2023 charged against the Town's Unassigned Fund Balance, A-00914.

Resolution No. 175 of 2023, a resolution awarding a contract for the construction of the Veterans Memorial Enhancement Project on the Clifton Common to Gallo Construction Corporation.

Introduced by Councilman Morelli, who moved its adoption, seconded by Councilman O'Hara.

WHEREAS, the Town Board authorized MJ Engineering to solicit sealed bids for a project to construct a military service walkway at the Veterans Memorial on the Clifton Common, which bids were advertised in accordance with General Municipal Law Section 103, and were opened publicly on June 29, 2023, and

WHEREAS, the project involves the construction of paver walkways, concrete and brick veneer seat walls and landscaping enhancements, in conjunction with the Town Board's "Buy a Brick" program to honor all veterans of US Military services, past, present and future, and

WHEREAS, the Town of Clifton Park has budgeted \$75,000 in the 2022 and 2023 budgets for this project, and

WHEREAS, Gallo Construction Corporation, Watervliet, NY, submitted the low bid for the project in the amount of \$203,770, and

WHEREAS, MJ Engineering has performed a bid analysis and recommends awarding the contract for the Veterans Memorial Enhancements Project at the Clifton Common, to Gallo Construction, Watervliet, NY, as lowest responsible bidder; now, therefore, be it

RESOLVED, that the Town Board accepts the recommendation of MJ Engineering and awards the bid to Gallo Construction, and be it further

RESOLVED, that MJ Engineering is authorized to prepare contract documents consistent with the project manual and bid documents; and be it further

RESOLVED, that the Comptroller is authorized to transfer from A-00914 (General Fund - Unassigned Fund Balance) \$128,770 to A-07112-00015 (General Fund - Clifton Common - Other Contractual) to cover the cost of the project.

ROLL CALL VOTE

Ayes: Councilman Morelli, Councilwoman Reid, Councilman O'Hara,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

August 7, 2023

Teresa Brobston, Town Clerk

Humphrey Memorials, Inc.
Proposal for Services

RECEIVED

SEP 08 2023

CLIFTON PARK
TOWN CLERK

September 6, 2023

Town of Clifton Park hereby referred to as CONTRACTING PARTY, *Humphrey Memorials, Inc.*, hereby referred to as INDEPENDENT CONTRACTOR, agree:

INDEPENDENT CONTRACTOR shall perform the following services for CONTRACTING PARTY:

Proposal to complete the Design and Customized Engraving on the newly reconstructed Veteran's Memorial Walkway at the Clifton Common Town Park, Town of Clifton Park, NY.

Sandblast Engraving of Individual 6" x 9" Brick Pavers with a Black Lithichrome Paint Application in the engraved characters. An engraved sample brick will be provided upon request with the approved brick to be used in the walkway.

Pricing for Engraving the 6" x 9" brick pavers with up to 3 lines of lettering and no more than 15 characters per line(including spaces) are as follows:

Initial 300 bricks sold to date - \$15,000.00 (\$50.00 per brick)

Pricing thereafter will be \$60.00 per brick with a minimum of 10 bricks per batch.

An attached list of current brick paver engraving projects and contacts has been included.

This is a proposal for independent contracting services. The CONTRACTING PARTY will not provide benefits such as unemployment insurance, health insurance or worker's compensation insurance to INDEPENDENT CONTRACTOR.

CONTRACTING PARTY is only interested in the results obtained by the INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR shall be responsible for providing all tools and materials required for performance of the tasks agreed hereto.

Humphrey Memorials, Inc.

INDEPENDENT CONTRACTOR BY AN AUTHORIZED OFFICER

X 

Chris-Jon Karker

Dated: September 6, 2023

*Humphrey Memorials, Inc.
3051 State Route 28
Herkimer, NY 13350
Ph. 315-866-4471
Fax 315-866-4471
humphreymemorials@gmail.com*

Humphrey Memorials, Inc.
Proposal for Services

September 6, 2023

Brick Engraving Projects/References/Contacts

Colonie Veterans Memorial – Colonie, NY-John LaFalce-518-5774466

Albany-Saratoga SubVets Memorial-Ballston Spa, NY-Jim Irwin-518-522-2504

Animal Protective Foundation – Glenville, NY-Riley Sheedy-518-374-3944 x115

Christian Brothers Academy-Colonie, NY-Colleen Ward-518-470-4047

Upstate Veterinary Services-Latham, NY-Deanne Busch-518-783-3198 x 303

Humphrey Memorials, Inc.
3051 State Route 28
Herkimer, NY 13350
Ph. 315-866-4471
Fax 315-866-4471
humphreymemorials@gmail.com

RESOLUTION
#8

Resolution No. _____ of 2023, a resolution to direct the Highway Superintendent to cooperate with a Human Resources investigation regarding the separation of a Highway Department employee during 2023, including the basis for sick leave approvals, resignation, and administrative processes of such approvals.

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

WHEREAS, The Town's Human Resources consultants have initiated an investigation into the circumstances surrounding the separation from employment of a certain Highway Department employee in the spring of 2023, and

WHEREAS, within the context of the investigation, the office has requested certain documents, including leave slips, notices of resignation and similar documentation concerning payouts to the former employee, in advance of a request for an interview of the Superintendent relative to the basis for certain payments totaling some \$3500.00, and

WHEREAS, interviews have been scheduled with Highway Department employees regarding this matter, and additional department employee interviews will be scheduled in the coming weeks, and

WHEREAS, the Highway Superintendent has failed and refused to cooperate with the investigation, or to provide documents directly to the Human Resources office, and

WHEREAS, pursuant to NYSTL 32, the Town Board has the authority to direct the Superintendent to keep and supply records, to cooperate fully and transparently with the Comptroller's office and Human Resource consultants for that office, in the administration of benefits, including sick leave, FMLA leave, and post-employment payouts relative to separation of employment, now therefore, be it

RESOLVED, that the Highway Superintendent, is directed to provide any and all documents, emails, leave slips, and drafts of same, directly to GTM HR services under contract to the Town, and be it further

RESOLVED, that the Superintendent is also directed to appear in person and be interviewed regarding all aspects of the separation, last day on the job, and basis for sick leave determinations and payouts for the involved former employee.