

# TOWN OF CLIFTON PARK TOWN BOARD MEETING

August 5, 2024

The Town Board meeting can be viewed live by visiting [www.cliftonpark.org](http://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**
  - **Resolutions for Consideration**
  - **Other Business**
- VII. **Open Public Privilege**

NOTE:

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

- VIII. **Adjournment**

Resolutions for Consideration  
Clifton Park Town Board Meeting  
**August 5, 2024**

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Planning	Authorize Supervisor to execute a Memorandum of Understanding with Capital Region Transportation Council for grant funding to support the Americans with Disabilities Act Municipal Self-Analysis & Transition Plan for Pedestrian Infrastructure Plan	P. Barrett
2. Planning	Authorize the Supervisor to enter into a purchase agreement for property at 280 Sugar Hill Road and for the Town to issue a Negative Declaration pursuant to SEQRA	P. Barrett
3. Safety	Authorize hiring of Part-time Security Officer	P. Barrett
4. Town Board	Schedule a Public Hearing on August 19, 2024 at 7:02pm, to amend Town Code Chapter 189 related to permitting and fees for transient retail merchants	P. Barrett
5. Town Board	Schedule a Public Hearing on September 3, 2024 at 7:02pm, to amend Town Code Chapter 208-95 (E)(3)(j), related to communication towers and structures	P. Barrett
6. Town Board	Proclaim October 17 <sup>th</sup> as Surrender Day in recognition of the Turning Point of the Revolutionary War	P. Barrett
7. Town Clerk	Authorize the Supervisor to sign a lease with Repeat Business Systems-Quadient for a new mailing system	P. Barrett
8. Parks & Recreation	Authorize a 5K race to be included in Farm Fest 2024, September 14-15	L. Walowit & A. Reid
9. Town Court	Authorize Connie Brown to attend Court Clerk Training Program in Niagara Falls, September 29-October 2, 2024	P. Barrett
10. Buildings & Grounds	Authorize the purchase of a stainless-steel pump to run the irrigation at the Barney Road Golf Course	P. Barrett

**RESOLUTION**  
**#1**

Resolution No. \_\_\_\_\_ of 2024, a resolution to authorize the Supervisor to sign a Memorandum of Understanding with the Capital Region Transportation Council (CRTC) regarding the 2024-2025 Unified Planning Work Program for the Americans with Disabilities Act (ADA) Municipal Self-Analysis and Transition Plan for Pedestrian Infrastructure Plan (“Plan”).

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

WHEREAS, John Scavo, Director of Planning and Zoning, submitted an application to the CRTC to request funds through its 2024-2025 Unified Planning Work Program for the Plan, and

WHEREAS, CRTC approved the Plan in its 2024-2025 Unified Planning Work Program, and

WHEREAS, the approved cost for consultant services related to the Plan is \$100,000, of which \$87,500 will be paid for by Federal Transportation Planning funds, matched with at least \$12,500 of local funds from the Town and CRTC, with CRTC contributing in-kind technical services valued at \$10,000, and

WHEREAS, the Town will provide \$10,000 in cash match for the Plan, and

WHEREAS, the CRTC expects the Plan to be completed within fiscal year 2024-2025; now, therefore, be it

RESOLVED, that Supervisor Barrett is authorized to sign the attached Memorandum of Understanding with the CRTC to commit to the local cash match not to exceed \$10,000, for consultant services related to the 2024-2025 Unified Planning Work Program for the Americans with Disabilities Act Municipal Self-Analysis and Transition Plan for Pedestrian Infrastructure Plan, to be paid with a transfer from Unassigned Fund Balance (A-914) to A-3310-135 (General Fund – Traffic Safety – Engineering).

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Monday, June 17, 2024 4:11 PM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagnello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #836

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

**Department:** Planning

**Your Name:** Jennifer Viggiani / John Scavo

**Your Email:** [jviggiani@cliftonpark.org](mailto:jviggiani@cliftonpark.org)

**Sponsor:** P. Barrett

**Agenda Session Date:** 07/15/2024 ✓

**Board Meeting Date:** 08/05/2024 ✓

**Alternate Date:** 08/19/2024

**Budget Number:** A-07629-00015

**Budget Description:** grant cash match for \$87,500 federal funds for professional services for analysis of pedestrian infrastructure for ADA compliance

**Amount:** \$10,000

**Brief Description:** This is a request for Town Board authorization for the Supervisor to sign a Memorandum of Understanding with Capital Region Transportation Council (CRTC) for CRTC's award to the Town of Clifton Park of grant funding to support the Americans with Disabilities Act (ADA) Municipal Self-Analysis & Transition Plan for Pedestrian Infrastructure Plan, with a consultant budget of \$100,000 (\$87,500 federal funds and \$12,500 local cash match) with an additional \$10,000 in Transportation Council Staff technical assistance for the plan. The CRTC will execute the consultant contract and manage the consultant on the Town's behalf. This public planning process involves an updated Inventory and Analysis of pedestrian infrastructure and public participation.

**Add Supporting Docs:**

[194f9c919bbcfa32 Muni Self-Analysis Transition Plan MOU CliftonPark.pdf](#)

[ed61f1c8f2eb1d96 FW Transportation Council Award notification ADA Municipal Self-Analysis Transition Plan for Pedestrian Infrastructure Plan.pdf](#)

[4a0fd49c76615bb0 FW Self-Analysis and Transition Plan Application.pdf](#)

**Additional Comments/Details:** CRTC is able to provide and support this professional work through its 2024-25 Unified Planning Work Program for the Americans with Disabilities Act Municipal Self-Analysis and Transition Plan for Pedestrian Infrastructure Plan ("the Plan"). The town previously applied in 2022, and thus this is the second try at securing this funding assistance to help the town analyze and continue to meet its ADA compliance for pedestrian infrastructure.

**Agree to Terms:** Agree

[unsubscribe](#)



CAPITAL REGION  
**Transportation  
Council**

**MEMORANDUM OF UNDERSTANDING**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Capital Region Transportation Council, One Park Place, Albany New York 12205 and Town of Clifton Park, One Town Hall Plaza, Clifton Park NY 12065.

**WITNESSETH**

WHEREAS, the Town of Clifton Park (hereafter referred to as the "Town") has requested funds from the Capital Region Transportation Council (hereafter referred to as the "Transportation Council"), the Metropolitan Planning Organization for the Capital District, in its 2024-2025 Unified Planning Work Program for the Americans with Disabilities Act Municipal Self-Analysis and Transition Plan for Pedestrian Infrastructure Plan (hereafter referred to as the "Plan");

WHEREAS, the Transportation Council has approved the Plan in its 2024-2025 Unified Planning Work Program;

WHEREAS, the approved cost for consultant services related to the Plan is \$100,000, \$87,500 of which will be paid for by Federal Transportation Planning Funds matched with \$12,500 of local funds.

WHEREAS, the Town agrees to provide \$10,000 cash match for the Plan;

WHEREAS, the Transportation Council expects the Plan to be completed within fiscal year 2024-2025;

WHEREAS, the parties desire to set forth the rights and responsibilities pursuant to this agreement;

WHEREAS, the following milestones will apply to complete the Plan:

1. By September 30, 2024 – Return the signed Memorandum of Understanding to the Transportation Council.
2. Within two (2) months of consultant contract execution – have a Study kick-off meeting.
3. Within twelve (12) months – consultant completes 100% of the scope of work.

WHEREAS, all data and reports developed as part of the Plan will be jointly owned by the Transportation Council and the "Town";

WHEREAS, the parties desire to set forth the rights and responsibilities in facilitating the Plan;

NOW, THEREFORE, parties hereby agree to the following:

1. The Transportation Council will be responsible for:
  - a. Managing the consultant Agreement.
  - b. Attending all Plan related meetings including the kickoff meeting, public meetings, and any other decision-making meeting.
  - c. Providing technical assistance.
  - d. Providing any available data pertinent to the consultant for the Plan.
  - e. Reviewing consultant deliverables in a timely manner.
  - f. Addressing all contracting issues including review of deliverables and payment to the consultant.
  - g. Working with the consultant to provide the Town with the Plan.
  - h. Invoicing the Town for its \$10,000 Local Cash Match, due to the Transportation Council by December 1, 2024.
  
2. The Town will be responsible for:
  - a. Working with the Transportation Council staff to complete the Plan within fiscal year 2024-2025. If unforeseen delays arise, the Town will provide the Transportation Council with a written explanation.
  - b. Coordinating volunteers for data collection
  - c. Providing the Transportation Council with the \$10,000 cash match for the Plan by December 1, 2024.
  - d. Providing any available data pertinent to the Transportation Council for the Plan.
  - e. Including the Transportation Council in decisions related to meeting times and dates, public meeting dates and format, and any other Plan related decisions with the consultant.
  - f. Attending Plan related meetings including the kickoff meeting, public meetings, and any other decision-making meeting as requested by the Transportation Council.
  - g. Advising the public of this Plan, its process, and soliciting public input into the Plan and its priorities.
  - h. Reviewing consultant prepared deliverables.

The signatories affirm they are duly authorized by their governing bodies to execute this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this \_\_\_\_ day of \_\_\_\_\_ 2024.

FOR THE CAPITAL REGION  
TRANSPORTATION COUNCIL

FOR THE TOWN  
OF CLIFTON PARK

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Executive Director

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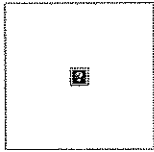
Supervisor

**From:** John Scavo  
**To:** Jennifer Vogliani  
**Subject:** FW: Transportation Council Award notification: ADA Municipal Self-Analysis & Transition Plan for Pedestrian Infrastructure Plan  
**Date:** Monday, June 17, 2024 12:28:57 PM  
**Attachments:** image001.jpg  
image002.jpg  
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image004.png  
image005.png  
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image007.png  
Munj Self-Analysis Transition Plan MOU CliftonPark.pdf  
image008.png

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**John P. Scavo**  
Director of Planning

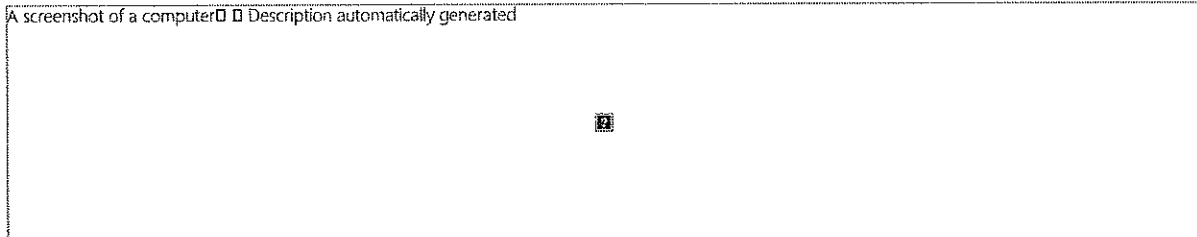
Town of Clifton Park  
One Town Hall Plaza  
Clifton Park, NY 12065  
518-371-6054 / [jscavo@cliftonpark.org](mailto:jscavo@cliftonpark.org)  
[www.cliftonpark.org](http://www.cliftonpark.org)



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**From:** Latanya Sellie <[lsellie@capitalmpo.org](mailto:lsellie@capitalmpo.org)>  
**Sent:** Monday, June 10, 2024 12:41 PM  
**To:** Phil Barrett <[PBarrett@cliftonpark.org](mailto:PBarrett@cliftonpark.org)>; John Scavo <[jscavo@cliftonpark.org](mailto:jscavo@cliftonpark.org)>  
**Cc:** Carrie Ward <[cward@capitalmpo.org](mailto:cward@capitalmpo.org)>  
**Subject:** Transportation Council Award notification: ADA Municipal Self-Analysis & Transition Plan for Pedestrian Infrastructure Plan

A screenshot of a computer screen. Description automatically generated



June 10, 2024

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

Re. ADA Municipal Self-Analysis & Transition Plan for Pedestrian Infrastructure Plan

Dear Supervisor Barrett:

The Capital Region Transportation Council is pleased to announce that the 2024-2025 Unified Planning Work Program (UPWP) was initially approved at its March 7, 2024 Policy Board meeting and amended at its June 6, 2024 Policy Board meeting. The UPWP includes funding to support the ADA Municipal Self-Analysis & Transition Plan for Pedestrian Infrastructure Plan. A consultant budget of \$100,000 (\$87,500 federal funds and \$12,500 local cash match) with an additional \$10,000 in Transportation Council staff technical assistance for the plan is approved. The Town of Clifton Park will provide \$10,000 in local cash match to support the study.

As of June 6<sup>th</sup>, 2024, work may begin on this plan. Included with this notice is the Transportation Council's Memorandum of Understanding (MOU) for your review and signature. Our Project Manager is Carrie Ward ([cward@capitalmpo.org](mailto:cward@capitalmpo.org)) and will work with you. The Transportation Council will execute the consultant contract and manage the consultant on your behalf.

If you have any questions, feel free to contact our office and thank you for your interest. We look forward to working with you.

Sincerely,

**Latanya Sellie**  
OFFICE MANAGER



1 Park Place, Suite 101  
Albany, NY 12205-2676  
518.458.2161  
[kellie@capitalmpo.org](mailto:kellie@capitalmpo.org)  
[capitalmpo.org](http://capitalmpo.org)



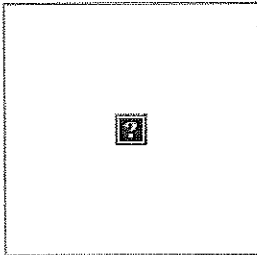
**From:** [John Scavo](#)  
**To:** [Jennifer Viggiani](#)  
**Subject:** FW: Self-Analysis and Transition Plan Application  
**Date:** Tuesday, April 16, 2024 1:54:51 PM  
**Attachments:** [image001.png](#)

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I resubmitted the ADA transition plan application to the Capital Region Transportation Council, per the confirmation below.

**John P. Scavo**  
Director of Planning

Town of Clifton Park  
One Town Hall Plaza  
Clifton Park, NY 12065  
518-371-6054 / [jscavo@cliftonpark.org](mailto:jscavo@cliftonpark.org)  
[www.cliftonpark.org](http://www.cliftonpark.org)



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**From:** Jotform <noreply@jotform.com>  
**Sent:** Tuesday, April 16, 2024 1:50 PM  
**To:** John Scavo <jscavo@cliftonpark.org>  
**Subject:** Self-Analysis and Transition Plan Application

Thank you for your Municipal ADA Self-Analysis and Transition Plan Application! If you have any further questions or comments, please contact Carrie Ward at [cward@cdtcmpo.org](mailto:cward@cdtcmpo.org).



Municipality (Name of  
Town, City, Village, or  
County) Clifton Park

Municipality Address Street Address: Clifton Park Town Hall, One Town Hall  
Plaza, Clifton Park, NY 12065  
City: Clifton Park  
State / Province: New York  
Postal / Zip Code: 12065

Municipality Website [Cliftonpark.org](http://Cliftonpark.org)

Contact Person Name John Scavo

Contact Person Phone Number (518) 371-6054

Contact Person Email [jscavo@cliftonpark.org](mailto:jscavo@cliftonpark.org)

Form of Government (town, city, county, or village) Town

In or before 2018, the Transportation Council provided you with an inventory of sidewalk locations. Describe here any additional data you have. This could be locations of other types of pedestrian infrastructure and/or condition information. It could also be new sidewalks.

In addition to the sidewalk GIS Layer provided by CDTC the Town has the additional data points regarding pedestrian infrastructure and sidewalk conditions:

**Crosswalks:**

- Locations of marked crosswalks, including those with pedestrian signals and those without.
- Condition information such as visibility of markings, presence of signage, and condition of crossing signals.

**Pedestrian Paths and Trails:**

- Locations of dedicated pedestrian paths and trails, including those in parks, natural areas, and urban greenways.
- Condition information such as surface material, width, and signage.

**Sidewalk Improvements:**

- Locations of newly constructed or renovated sidewalks.
- Information on improvements made, such as widened paths, added curb ramps, or upgraded materials.

**Pedestrian Safety Features:**

- Locations of safety features like pedestrian islands, refuge islands, and raised crosswalks.

**Pedestrian Connectivity:**

- Various information on pedestrian infrastructure connectivity, such as gaps in sidewalk networks or areas

lacking safe pedestrian crossings.  
 -Prior planning efforts for improving pedestrian connectivity in certain areas.

Are there any paved or unpaved multi-use trails, not in the public right of way, under your jurisdiction?

No

Which department and staff person is the lead contact and will ensure cooperation throughout the municipality?

John Scavo, Director of Planning & Zoning,, Planning Department

Public outreach is required for ADA Transition Plans. As part of this project, you will be required to advise the public of this project and its process, and to solicit public input into the plan and its priorities. Please list here the groups and/or individuals that you will include as part of this effort. The list should include representation of people who have a disability.

	Name of Group or Individual	Representing
1	Saratoga Bridges	ARC Chapter
2	Capital Region Transportation Council	MPO
3	Living Resources	501-C3 Assisting special needs populations in Clifton Park
4	CDTA	Public Transportation
5	Senior Community Center - Clifton Park	Senior Population
6		
7		
8		
9		
10		

Some match funding is required, either in-kind or cash match. While there is no minimum, the amount will be considered in the

No

selection process. Will you provide any in-kind staff time?

Will you provide cash match? **Yes**

How much? **\$10,000.00**

Attach or describe any maintenance or ownership agreements for pedestrian infrastructure on state and/or county roads.

The Town of Clifton Park has Maintenance agreements with both NYS DOT and Saratoga County for sidewalk and multi-use path improvements within both state and county ROWs. Such agreements exist for NYS Routes 146 & 9, Crescent Road, and Long Kill Road. An agreement was developed with NYS DOT for the Rexford bridge replacement project that makes the town responsible for the pedestrian scale lighting along the multi use path and bridge within the State's ROW.

Provide the participant list for the project advisory group, including staff and/or members of the public, particularly people who may have a disability. This advisory group will meet for a Kickoff meeting and up to two additional times over the course of the project, as determined by you, the Transportation Council, and/or the project consultant.

	Title/Representing	First Name	Last Name
1	Carelinks (program of CAPTAIN); and Town's Highway Safety Committee	Robert	O'Connell
2	Mobility Impaired Population/Special Needs	Amber	Scavo
3	Cyclist & Pedestrian Mobility Advocacy Club	Teresa	Rodrigues
4	Director Clifton Park Building & Grounds	Dan	Clemens
5	Chairman, Highway Safety Committee	Albert	Karoly
6	Town Board Member	Lynda	Walowit
7	Highway Superintendent	Dahn	Bull
8			
9			
10			

Do you have the ability to collect infrastructure locations? **Yes, we have a tablet and data plan**

Do you have in-house GIS capabilities? If yes,

please provide the primary GIS contact's name.

Yes

Name

John Scavo

How do you plan to maintain the data resulting from this project? For example, GIS, spreadsheet, map, or other method. If you will use GIS, which program and version?

Spreadsheet and GIS Shapefiles

Letter of commitment - To help us assess community support for this project, the Transportation Council requires a letter of commitment signed by the mayor, town supervisor or

comparable elected leader. The letter should state the commitment of local elected leaders to complete the Self-Analysis and Transition Plan and to implement the Transition Plan over time. This letter must be included with this application.

[Clifton Park Town Supervisor Ltr Commitment - 2024 ADA Transition Plan application to CDTC.pdf](#)

**RESOLUTION**  
**#2**

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing the purchase of 280 Sugar Hill Road for acquisition by the Town of Clifton Park.

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

WHEREAS, the Town has reached a tentative purchase agreement for 5.58 acres of land, and

WHEREAS, said property is boarded by Town-owned lands on either side of the property line by the Grooms Tavern Property and the Grange Hall; and

WHEREAS, the property acquisition will provide for the Town's two existing parcels to be contiguous in common ownership of approximately 7.4+/- Acres; and

WHEREAS, the acquisition of said parcel provides specific physical social, and cultural benefits to the Town of Clifton Park by providing for a Grooms Corners Town-Owned Complex that establishes a tangible link to the past and a way to bring meaningful Town history into context for current and future generations; now therefore be it

RESOLVED that the Town Board authorizes the purchase of property at 280 Sugar Hill Road for \$289,000.00 from the Town's Dedicated Open Space Incentive Zoning Fund; and be it further

RESOLVED, The Town Board, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that this constitutes an Unlisted Action and issues a negative declaration pursuant to Section 617 of Title 6 of the NYCRR; and be it further

RESOLVED, the Supervisor is authorized to enter into and execute contracts of sale and other contract and closing documents subject to the terms and conditions related to said purchases set forth above, and be it further

RESOLVED, that the acquisition costs shall be paid from the dedicated Open Space Fund (and that the budget be increased with Revenues, through Appropriations, A-00995, and that Expenditures increase by \$289,000 to A-01940-00200 (General Fund – Other Town Payments – Equipment).

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Friday, July 26, 2024 12:17 PM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #876

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

**Department:** Planning Department

**Your Name:** John Scavo

**Your Email:** [jscavo@cliftonpark.org](mailto:jscavo@cliftonpark.org)

**Sponsor:** P. Barrett

**Agenda Session Date:** 08/05/2024 ✓

**Board Meeting Date:** 08/05/2024 ✓

**Alternate Date:** 08/05/2024

**Budget Number:** A-2109

**Budget Description:** Western Clifton Park Open Space

**Amount:** \$289,000.00

**Brief Description:** - Classify the action as an Unlisted Action Pursuant to SEQR

-Issue a Negative Declaration pursuant to SEQR

-Authorize the purchase and closing of 280 Sugar Hill Road, a 5.58-acre parcel by the Town of Clifton Park.

-Sale Price \$289,000.00

-To be Paid from Western Clifton Park Open Space Fund

**Add Supporting Docs:**

[ab1555239abf4538\\_Draft\\_Res\\_SEAF\\_280\\_Sugar\\_Hill\\_Acquisition.pdf](#)

[46caa4d647ff5d90\\_280\\_SugarHill.pdf](#)

**Additional Comments/Details:** Per P. Barrett Agenda Meeting and Town Board Resolution for August 5, 2024. Motion to move and second likely from the Entire Board.

**Agree to Terms:** Agree

[unsubscribe](#)

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

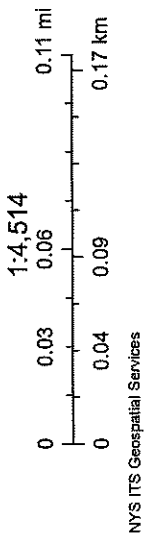
Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
Town of Clifton Park			
Name of Action or Project: Town Purchase of 280 Sugar Hill Road from Rachel Thackeray, as Administrator of the Estate of Elizabeth J. Thackeray.			
Project Location (describe, and attach a location map):			
Brief Description of Proposed Action: The Town of Clifton Park seeks to purchase 5.58 acres of land identified as Tax Map Number 276.19-1-10, 280 Sugar Hill Road, with Rachel Thackeray, as Administrator of the Estate of Elizabeth J. Thackeray.			
Name of Applicant or Sponsor: Town of Clifton Park Town Board		Telephone: 518-371-6651 E-Mail: <a href="mailto:planning@cliftonpark.org">planning@cliftonpark.org</a>	
Address: Clifton Park Town Hall, One Town Hall Plaza			
City/PO: Clifton Park		State: NY	Zip Code: 12065
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		5.58 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		7.4 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: <u>Not applicable to land acquisition</u> <u>viable well source on site if needed in the future</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ <u>Not Applicable to land acquisition</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



# 280 Sugar Hill Road



July 26, 2024  
Counties 2024  
Towns 2024 Labels

Project:

Date:

**Short Environmental Assessment Form  
Part 2 - Impact Assessment**

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:

Date:

### **Short Environmental Assessment Form Part 3 Determination of Significance**

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The acquisition of said parcel provides specific physical, social, and cultural benefits to the Town of Clifton Park by providing for a Grooms Corners Town Owned Complex that establishes a tangible link to the past and a way to bring meaningful Town to history into context for current and future generations.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Town of Clifton Park Town Board

August 5, 2024

Name of Lead Agency

Date

Philip C. Barrett

Town Supervisor

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**



## Division of Licensing Services

New York State  
Department of State  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001  
Customer Service: (518) 474-4429  
www.dos.ny.gov

### New York State Disclosure Form for Buyer and Seller

#### THIS IS NOT A CONTRACT

*New York State law requires real estate licensees who are acting as agents of buyers or sellers of real property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.*

*Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.*

*If you need legal, tax or other advice, consult with a professional in that field.*

#### Disclosure Regarding Real Estate Agency Relationships

##### Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

##### Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

##### Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller cannot provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

##### Dual Agent

A real estate broker may represent both the buyer and the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

##### Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will

**New York State Disclosure Form for Buyer and Seller**

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. The designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Susan Kassal & Tess Goodge of Hunt Real Estate  
*(Print Name of Licensee) Print Name of Company, Firm or Brokerage)*

a licensed real estate broker acting in the interest of the:

- Seller as a *(check relationship below)*
  - Seller's Agent
  - Broker's Agent
- Buyer as a *(check relationship below)*
  - Buyer's Agent
  - Broker's Agent
- Dual Agent
- Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- Advance Informed Consent Dual Agency
- Advance Informed Consent To Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: \_\_\_\_\_ is appointed to represent the buyer; and \_\_\_\_\_ is appointed to represent the seller in this transaction.  
(I) (We) \_\_\_\_\_ acknowledge receipt of a copy of this disclosure form:

Signature of  Buyer(s) and/or  Seller(s):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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



## Division of Licensing Services

New York State  
Department of State Division of Licensing Services  
(518) 474-4429  
[www.dos.ny.gov](http://www.dos.ny.gov)

New York State  
Division of Consumer Rights  
(888) 392-3644

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## New York State Housing and Anti-Discrimination Disclosure Form

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Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

### Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by "steering" which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by "blockbusting" which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

### YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: [www.dhr.ny.gov](http://www.dhr.ny.gov);
- Stop by a DHR office in person, or contact one of the Division's offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State's website  
[https://www.dos.ny.gov/licensing/complaint\\_links.html](https://www.dos.ny.gov/licensing/complaint_links.html)
- Stop by a Department's office in person, or contact one of the Department's offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



# Division of Licensing Services

New York State  
Department of State Division of Licensing Services  
(518) 474-4429  
[www.dos.ny.gov](http://www.dos.ny.gov)

New York State  
Division of Consumer Rights  
(888) 392-3644

## New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Susan Kassal & Tess Goodge (print name of Real Estate Salesperson/

Broker) of Hunt Real Estate ERA (print name of Real Estate company, firm or brokerage)

(I)(We) \_\_\_\_\_

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyer/Tenant/Seller/Landlord Signature \_\_\_\_\_ Date \_\_\_\_\_

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.

# GLOBAL MLS, Inc.

## CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.

### 1. IDENTIFICATION OF PARTIES TO THE CONTRACT

- A. **SELLER** - The Seller is Rachel Thackeray, as Administrator of the Estate of Elizabeth J. Thackeray  
residing at 626 Varsity Rd, South Orange, NJ 07079  
(the word "Seller" refers to each and all parties who have an ownership interest in the property).
- B. **BUYER** - The Buyer is \_\_\_\_\_  
residing at \_\_\_\_\_  
(the word "Buyer" refers to each and all of those who signed below as Buyer).

### 2. PROPERTY TO BE SOLD

Seller agrees to sell and Buyer agrees to purchase the property known as 280 Sugar hill Rd, located in the City, Village or Town of Rexford in Saratoga County, State of New York. The property includes all of Seller's transferable rights, privileges, and easements, if any, related to the property. The lot size is as per deed and approximately 5.58 Acres. A copy of the deed must be provided by the Seller.  
Tax Map Number(s): 276.19-1-10

### 3. ITEMS INCLUDED IN SALE

The items listed in A, B & C below, if now in or on said premises, are included in the sale. Seller warrants that Seller has good legal title free and clear of all liens and encumbrances to all these articles or has stipulated in D below that such are rental items. Such items will be in working order at the time of closing. The condition of the personal property is made without warranty.

A. **GENERAL ITEMS** - The following items, if now in or on said premises, are to become the property of the Buyer unless specifically excluded from this Contract. None of these articles shall be removed from the premises by the Seller after signing this contract.

Awnings	Flagpoles	Radiator Covers
Bathroom Mirrors	Generators (built-in/hard-wired)	Shades & Blinds
Built-in Appliances (including range hood)	Heating/Central Air & Associated Fixtures	Sheds
Built-in Cabinets	Hot Tub/Spa/Sauna	Shrubs, Trees, Plants & Other Landscaping
Built-in Closet Systems	Invisible Fence, Transmitter Receiver/Collar	Solar Panels (if owned by Seller)
Built-in Security & Alarm Systems	Light Bulbs, Switch Plates & Outlet Covers	Storm & Screen Doors
Compactors & Disposals	Lighting Fixtures, Paddle Fans & Remotes	Storm Windows & Screens
Door Hardware Incl. Knockers	Mailboxes	Television Aerials, Rotors & Satellite Dishes
Drapery, Valences, Curtain & Traverse Rods	Owned Fuel Tanks (propane, oil, etc.)	Television Wall Mounts
Garage Door Openers & Remotes	Playground Equipment (Swing Set etc.)	Wall-to-Wall Carpeting, as placed
Fencing	Plumbing Fixtures	Water Filters & Treatment Systems
Fire, Smoke & Carbon Monoxide Detectors	Pool and all Pool Equipment/Supplies	Weathervanes
Fireplace Mantels, Inserts, Doors, Screens	Pumps (including Water & Sump)	Wood Furnaces

B. **APPLIANCES** - The following appliances indicated below are also included in the purchase price:

Range w/oven     Refrigerator     Dishwasher     Microwave     Freezer     Washer     Dryer     Wood Stove

C. **OTHER INCLUDED ITEMS:** \_\_\_\_\_

D. **LEASED/RENTAL ITEMS** -The following are leased/rental items: \_\_\_\_\_

E. **ITEMS EXCLUDED FROM SALE:** \_\_\_\_\_

### 4. PURCHASE PRICE

The purchase price is Two Hundred Eighty-Nine Thousand and 00/100 DOLLARS (\$289,000.00). The Buyer shall pay the purchase price as follows:

- A. \$ 5,000.00 deposit held pursuant to paragraph 15
- B. \$ \_\_\_\_\_ additional deposit on \_\_\_\_\_
- C. \$ 284,000.00 in certified check, bank draft, or attorney escrow account check at closing (Purchase Price - A - B = C)
- D. \$ \_\_\_\_\_ seller's contribution (as referenced in paragraph 5Biii)
- E. \$ \_\_\_\_\_

All costs and fees relative to the closing for both the Buyer and Seller shall be paid by certified funds or attorney escrow checks. **No third-party checks will be accepted at closing.**

### 5. FINANCING

- A.  **CASH**  
The mortgage contingency is hereby waived. Buyer shall provide written verification of available funds prior to the close of attorney review as specified in paragraph 17.
- B.  **MORTGAGE**
- i. This Agreement is contingent upon Buyer obtaining approval of a  Conventional,  FHA,  VA (if FHA or VA, see attached required addendum), or  \_\_\_\_\_ mortgage loan of \$ \_\_\_\_\_ for a term of not more than \_\_\_\_\_ years at a  fixed or  adjustable interest rate not to exceed the prevailing rate. Buyer agrees to use diligent efforts to obtain said approval and shall apply for a mortgage loan within \_\_\_\_\_ business days after the Seller has accepted this contract.
- ii. Buyer agrees to apply for such mortgage loan to at least one lending institution or licensed mortgage broker. Upon receipt of a written mortgage commitment (the "Commitment Date") or in the event Buyer chooses to waive this mortgage contingency, Buyer shall provide notice in writing to both attorneys of Buyer's receipt of the mortgage commitment or of Buyer's waiving of this contingency. Upon receipt of such notice this contingency shall be deemed waived or satisfied as the case may be. In the event notice as called for in the preceding sentence has not been received on or before \_\_\_\_\_, then either Buyer or Seller may terminate, or the parties may mutually agree to extend, this contract by written notice to both attorneys. Upon receipt of termination notice from either party, and in the case of notice by the Buyer, proof of Buyer's inability to obtain said mortgage

approval, this agreement shall be cancelled, null and void and all deposits made hereunder shall be returned to the Buyer. If Buyer does not receive clear to close by their lender within twenty (20) business days of the Closing Date, then upon no less than three (3) business days' notice at any time thereafter, Seller may terminate this contract by written notice to Buyer in accordance with Paragraph #23.

iii. **Seller's Contribution:** At closing, as a credit toward prepaids, closing costs and/or points, Seller shall credit to Buyer \$\_\_\_\_\_.

iv. In the event Buyer's lender requires certain improvements as part of their mortgage commitment, said repairs must be acceptable to the parties prior to installation and, if acceptable, shall be performed at the expense of the Buyer unless otherwise agreed to in writing. The Buyer shall be responsible for the risk of loss to said improvements in the event the closing does not occur through no fault of the Seller.

v. This contract  is or  is not contingent on the sale of another property prior to the transfer of title.

#### 6. MORTGAGE EXPENSE AND RECORDING FEES

The Mortgage Recording Tax imposed on the mortgagor, mortgage and deed recording fees, expenses of drawing papers and any other expenses to be incurred in connection with procuring a mortgage, shall be paid by the Buyer. The Seller further agrees to pay the expenses of procuring and recording satisfactions of any existing mortgages.

#### 7. TITLE AND SURVEY

A 40-year abstract of title, 5-year tax search, and any continuations thereof shall be obtained at the expense of the  Buyer  Seller. Buyer shall be responsible for a fee title policy unless otherwise agreed to by both parties. The Seller shall cooperate in providing any available survey, abstract of title, or title insurance policy information without cost to Buyer. The Buyer shall pay the cost of updating any such survey or the cost of a new survey. Where the property is improved with a manufactured home, which is included in the sale, the Seller shall provide the original title (if manufactured after 1995), a copy of the HUD seal affixed to the property, and confirmation that title will be conveyed free and clear of all liens.

#### 8. CONDITIONS AFFECTING TITLE

The Seller shall convey and the Buyer shall accept the property subject to all covenants, conditions, restrictions, easements of record, and zoning and environmental protection laws so long as the property is not in violation thereof and any of the foregoing does not prevent the intended use of the property for the purpose of Single Family Residence; also  is subject or  is not subject to any existing tenancies, any unpaid installments of street and other improvement assessments payable after the date of the transfer of title to the property, and any state of facts which an inspection and/or accurate survey may show, provided that nothing in this paragraph renders the title to the property unmarketable. Seller further agrees not to grant any leases, easements, or restrictions against the property on or after the date of this agreement. If Buyer correctly rejects Seller's title to the property as unmarketable, Seller shall have a reasonable length of time to cure the objection. If Seller is unable to cure the objection, Seller's sole responsibility shall be to return all deposits to Buyer without interest, at which point, this contract shall be terminated, and Seller shall be discharged of all liability to Buyer.

#### 9. DEED

The property shall be transferred from Seller to Buyer by means of a Warranty Deed with Lien Covenant furnished by Seller, unless otherwise agreed to in writing by both parties. However, if Seller is transferring the property as an executor, administrator, trustee, guardian, or other fiduciary, the deed usual to such cases shall be acceptable. The deed and real property transfer gains tax affidavit will be properly prepared and signed so that it will be accepted for recording by the County Clerk in the County in which the property is located. Seller agrees to cooperate in signing any reasonable title affidavits requested by a title company of the Buyer's choice, executing any reasonable Closing Disclosure or other forms requested by Buyer's lender.

#### 10. TAX COMPLIANCE

- A. Seller shall pay the New York State Real Property Transfer Tax imposed by Tax Law Section 1402 and, if applicable, Buyer shall pay the Additional Tax (aka "Mansion Tax" or "Luxury Tax") imposed by Tax Law Section 1402-a and calculated on the TP-584 provided by the Seller with allowance for any applicable tax credits.
- B. If required by law, Seller will complete and execute Form IT-2663 (Non-NYS Residential Tax Gains) and pay the required tax.
- C. Seller represents and warrants to Buyer that all occupancy taxes arising out of rentals of the property have been or will be paid before closing. In the event of a breach of this representation and warranty, Seller shall indemnify Buyer from any liability Buyer may suffer for such tax obligation that shall have arisen during Seller's ownership of the property. This paragraph shall survive the closing of title.

#### 11. TAX AND OTHER ADJUSTMENTS

The following, if any, shall be apportioned so that the Buyer and Seller are assuming the expenses of the property and income from the property pro-rated as of the date of title transfer:

- A. Seller shall assign to Buyer all written leases, rents, security deposits affecting the premises; and furnish a signed Estoppel Certificate from each Tenant.
- B. Taxes, sewer, water, and condominium or homeowner association fees.
- C. Municipal assessment yearly installments except as set forth in paragraph "8".
- D. Fuel, based upon fair market value at time of closing as confirmed by a certification provided by Seller's supplier.

#### 12. PRE-CLOSING INSPECTION

Buyer, or their chosen representative, has the right to inspect the property at a reasonable hour within 48 hours prior to the transfer of title to ascertain there has been no material change in the condition of the property and included items from contract. Seller shall be promptly notified of any problems discovered.

**13. TRANSFER OF TITLE**

The transfer of title to the property from Seller to Buyer will take place at the lender's attorney (if the Buyer is obtaining a mortgage) within 30 miles of the premises, at the county clerk's office where the property is located, or at a location that is mutually agreeable to the parties. The closing will be on or about 08/23/2024. Both Seller and Buyer shall provide an unexpired, government-issued photo identification at closing.

**14. POSSESSION**

Buyer shall be granted possession of the property at closing, including keys, garage door openers, and/or security codes.

**15. DEPOSITS**

Check payable to: Hunt Real Estate ERA Financial Institution: M&T Bank

It is agreed that if the offer is accepted by the Seller, the deposit will be delivered to the Listing Broker within 3 days. All deposits made by the Buyer will be held in a non-interest-bearing escrow account held by the Listing Broker at the institution identified above until the contingencies and terms have been met. The Buyer will receive credit on the total amount of the deposit toward the purchase price. The Listing Broker shall then apply the total deposit to the brokerage fee. Any excess of deposit over and above such fee will go to the Seller. Upon the satisfaction of all contingencies in this contract, the deposit(s) made by the Buyer pursuant to Paragraph 4A & 4B shall be deemed non-refundable, provided however, that Buyer shall receive a refund of all deposits made by Buyer if:

- a. Seller is in default of its obligations under this agreement, or
- b. Seller is unable to deliver a marketable title, or
- c. This contract is terminated pursuant to any other provision of this Contract.

In the event of a dispute over the release of any funds, if the Broker holding the deposit determines, in its sole discretion, that sufficient progress is not being made toward a resolution of the dispute, that Broker may commence an interpleader action and pay the deposit monies into Supreme Court of the county where the property is located. The Broker's reasonable costs and expenses, including attorney's fees, shall be paid from the deposit upon the resolution of the interpleader action and the remaining net proceeds of the deposit shall be disbursed to the prevailing claimant. In the event the deposit is insufficient to cover the Broker's entitlement, the non-prevailing party shall pay the remaining balance.

**16. REAL ESTATE BROKER AND COOPERATING BROKER COMPENSATION**

**A. REAL ESTATE BROKER:** The Seller and Buyer agree that Hunt Real Estate ERA (Listing Broker) and Hunt Real Estate ERA (Selling Broker) brought about the sale, and Seller agrees to pay the brokerage commission as set forth in the listing agreement and Buyer agrees to pay brokers' commission as set forth in the buyer's broker agreement, if applicable.

**B. COOPERATING BROKER COMPENSATION:** The Cooperating Broker shall be paid  2.50% or  \$\_\_\_\_\_ of the purchase price in accordance with the offer of cooperation listed in the Multiple Listing Service no later than closing, unless otherwise agreed upon in writing. The amount paid shall be credited to the Buyer as part of the purchase price and to the Seller as part of the commission due the listing broker. The Cooperating Broker agrees to apply this amount against its commission under any agency agreement with Buyer. Nothing herein shall be deemed to have altered the agency relationships disclosed.

**17. ATTORNEY APPROVAL**

This agreement is contingent upon Buyer and Seller obtaining approval of this agreement by their attorney as to all matters, without limitation. This contingency shall be deemed waived unless Buyer's or Seller's attorney on behalf of their client notifies the other party or their counsel in writing, as called for in paragraph 23, of their disapproval of this agreement no later than (date) 07/31/2024 (suggested minimum of three (3) business days). If Buyer's or Seller's attorney so notifies, then this agreement shall be deemed cancelled, null and void, and all deposits shall be returned to the Buyer.

Seller and Buyer are hereby advised it is highly recommended that they retain the services of an attorney. If Seller or Buyer chooses not to retain the services of an attorney, Seller and/or Buyer assume all risks associated with not retaining an attorney and each holds the real estate brokers and their associated licensees harmless from any damages that may occur as a result thereof. Seller and Buyer understand that the real estate brokers and their associated licensees are prohibited from practicing law without a license and are unable to provide any legal services to Seller or Buyer under any circumstances.

**18. TIME PERIOD OF OFFER**

Buyer and Seller understand and agree that, unless earlier withdrawn, this offer is good until \_\_\_\_\_ a.m. 11 p.m. on 07/28/2024, and if not accepted, executed, and delivered to the Buyer by the Seller prior to that time, then this offer becomes null and void.

**19. CONDITION OF PREMISES**

The buildings on the premises are sold "as is" without warranty as to condition, and Buyer agrees to take title to the buildings "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between the date hereof and the closing of title except that in the case of any destruction within the meaning of the provisions of Section 5-1311 of The General Obligations Law of the State of New York entitled "Uniform Vendor and Buyer Risk Act," said section shall apply to this contract. Seller will maintain the property (including but not limited to structures, seasonal grounds maintenance, fixtures, appliances, and personal property specifically listed in this agreement) in its present condition, normal wear and tear excepted, and leave the property in broom swept condition at closing.

**20. INSPECTIONS:** The offer to purchase is contingent upon satisfactory results of a home inspection completed by a licensed home inspector, architect, engineer, or code enforcement official authorized by statute to conduct such inspections. All Buyer contractors and consultants shall have public liability insurance in force and effect at all times they access the property.

This agreement is contingent upon all the following applicable provisions unless crossed out and initialed by the Buyer.

**A. RIGHT OF INSPECTION**

Buyer and/or their representative shall be given access to the property for any tests or inspections required by the terms of this contract upon reasonable notice to the Seller or Seller's representative.

~~B.~~ **STRUCTURAL & HAZARDOUS INSPECTIONS**

For the purposes of the following inspections, a substantial defect shall be defined as any individual repair which will reasonably cost over  \$2000 or  \$\_\_\_\_\_ to correct:

**STRUCTURAL INSPECTION-** A determination that the dwelling(s) and property are free from any substantial structural, mechanical, electrical, plumbing (including pool, hot tub, or irrigation), roof covering, or municipal water and sewer defects.

**HAZARDOUS MATERIALS/SUBSTANCES-** Buyer may have a qualified individual or entity test the ground and buildings on the property for asbestos, mold (mildew is not classified as mold), or any contamination from any hazardous materials whose presence or discharge on the property is a violation of any applicable law or regulation.

**ACTIVE PEST INFESTATIONS (insects and wildlife)-** A determination by a Certified Exterminator or other qualified professional that the premises are free from active infestation or damage by wood destroying organisms, insects, or wildlife.

~~C.~~ **ADDITIONAL INSPECTIONS**

**RADON INSPECTION-** The Buyer may have the habitable dwelling(s) located on the property tested by a reputable service for the presence of radon gas. The Seller agrees to maintain a "closed-house condition" during the test. "Closed house condition" shall mean that the Seller shall keep the windows closed and minimize the number of times the exterior doors are opened or left open. The Seller agrees to comply with all reasonable requirements of the testing service in connection with the test, provided such compliance shall be at no cost to Seller. If the test reveals that the level of radon gas exceeds the US EPA action level of four (4) picocuries per liter or higher, the presence of radon gas shall be considered a substantial defect.

**SEPTIC SYSTEM INSPECTION-** A test of the septic system by a licensed professional engineer, licensed plumber septic system contractor, County Health Department, or other qualified person indicating that the system is in working order. Upon conclusion of the inspection, the Buyer at their sole expense shall return the premises in the same condition as it was upon the commencement of the inspection and for repairing any and all damage that has occurred on the premises as a result of the inspection. If the Buyer fails to restore the property to its pre-inspection condition, as determined by the Seller, the Seller will cause the restoration to be performed and the Buyer will be responsible for any and all costs associated therewith if contract does not close.

Municipal Building and Code Inspection of septic system required (see addendum)

**WELL WATER FLOW AND/OR QUALITY TESTS-** (a) A potability water quality test to meet the standards of the New York State Department of Health to be performed by a New York State approved laboratory, (b) any chemical, metal, inorganic, or other tests as the Buyer may request, and (c) a flow test to be performed indicating a minimum flow sufficient to produce three (3) gallons per minute for two (2) hours, or the minimum required to obtain financing on the subject property as dictated by the Buyer's lender.

**UNDERGROUND STORAGE TANKS-** The presence of any petroleum contamination on or underground shall be considered a substantial defect.

~~D.~~ **EXCLUSIONS**

The following buildings or items on the premises are excluded from these inspections: \_\_\_\_\_

~~E.~~ **NOTIFICATIONS**

All tests and/or inspections contemplated pursuant to this Paragraph shall be completed on or before \_\_\_\_\_ and at Buyer's expense, and shall be deemed waived unless Buyer provides written notice of the failure of any of these tests and/or inspections, which notice is to be sent in accordance with Paragraph 23 of this Agreement, no later than \_\_\_\_\_.

If Buyer so notifies and further supplies written confirmation by a copy of the test results and/or inspection report(s), or letter(s) from the inspector, then this entire agreement shall be deemed canceled, null and void, and all deposits made hereunder shall be returned to Buyer or, at Buyer's option, said cancellation may be deferred for a period of ten (10) days in order to provide the parties an opportunity to otherwise agree in writing.

**F. WAIVER OF INSPECTION**

\_\_\_\_\_(Please initial if Buyer waives inspections) Buyer elects to waive all inspections indicated above, and Buyer understands it is highly recommended that an inspection be conducted by an individual or entity qualified to do so. By waiving the inspection, Buyer assumes all risks associated with such waiver now and in the future, and holds the attorneys, real estate brokers, and their associated licensees involved in this transaction harmless from any damages that may occur as a result of such waiver.

**21. DISCLOSURES/ADDENDA ATTACHED**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Property Condition Disclosure                        | <input type="checkbox"/> 48 Hour Contingency             | <input type="checkbox"/> Rent and Security Schedule |
| <input checked="" type="checkbox"/> Lead Paint Disclosure                     | <input type="checkbox"/> Mortgage Assumption Contingency | <input type="checkbox"/> FHAVA                      |
| <input checked="" type="checkbox"/> Carbon Monoxide/Smoke Detector Disclosure | <input type="checkbox"/> Homeowner's Association Docs    | <input type="checkbox"/> Vacant Land Addendum       |
| <input type="checkbox"/> Closed Pool/Hot Tub/Irrigation Disclosure            | <input type="checkbox"/> Other(s) _____                  |   |

**22. PROPERTY CONDITION DISCLOSURE STATEMENT**

- Yes, Buyer acknowledges receipt.
- Exemption applicable, exemption claimed: Estate

**23. NOTICES**

All notices contemplated by this Agreement shall be in writing, delivered by first class mail postmarked no later than the required date or by electronic transmission by 11:59 p.m. on such required date. Such notice shall be effective on the date it is sent. Any notices shall be sent to the other party's attorney if known, if not then to the other party by serving the first named Buyer or Seller at the address set forth for such party. This contract may be signed in counterparts, by facsimile, or upon electronic signature. **A courtesy copy of**

contract amendments shall be sent to both brokers.

**24. ENTIRE AGREEMENT**

This contract contains all agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained herein. This agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally. The parties agree that the venue for any issues concerning this contract shall be the county in which the property is located. This contract may not be assigned without the consent of the Seller.

**25. OTHER TERMS (if any)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Seller will furnish Seller's Taxpayer Identification Number or Statement of Exemption from Information Reporting upon closing. By signing below, Seller affirms under penalty of perjury that Seller is not a foreign person as defined by Internal Revenue Code §§897 and 1445 and the Regulations there under as same may be amended (the Foreign Investment in Real Property Tax Act herein referenced as FIRPTA).

**Signatures of Buyers:**

Dated: \_\_\_\_\_ Time: \_\_\_\_\_

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Selling Broker

**Signatures of Sellers:**

Dated: \_\_\_\_\_ Time: \_\_\_\_\_

\_\_\_\_\_  
Seller Rachel Thackeray, as Administrator of the Estate of Elizabeth J.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Listing Broker **Tess Goodge**

**The following is for informational purposes only: PLEASE COMPLETE**

**Attorney for Buyer:**

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

Firm: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Attorney for Seller:**

Name: **Jim LeBrou**

Firm: **Rowlands LeBrou & Griesmer, PLLC** Phone: **(518)250-4264**

Email: **jlebrou@riglawnny.com**

**Selling Agent:**

Name: **Tess Goodge**

Brokerage: **Hunt Real Estate ERA** Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Listing Agent:**

Name: **Tess Goodge**

Brokerage: **Hunt Real Estate ERA** Phone: **(518)253-5403**

Email: **tess@kassalgoodgeteam.com**

Property Tax Identification Number: 276.19-1-10 City, Village, Town: Rexford

Mailing Address of Property to Be Sold: 280 Sugar Hill Rd Rexford NY 12148

# GLOBAL MLS, Inc.

## CARBON MONOXIDE AND SMOKE DETECTOR/ALARM DISCLOSURE

***As this is a legally binding contract, it is recommended you consult an Attorney before signing.***

1. Regulations require that a functioning carbon monoxide and smoke detector must be installed in every one- and two-family house, co-op or condo constructed or offered for sale.
2. At least one carbon monoxide alarm and smoke detector must be present in each dwelling unit.
3. A carbon monoxide detector must be located in the immediate vicinity of the bedrooms on the lowest floor. For example, if the bedrooms are all on the second floor then the detector must be placed on the second floor near the bedrooms.
4. The carbon monoxide alarms must have UL certification (this will most likely be stated on the packaging) and must be installed according to the manufacturer's instructions.
5. The carbon monoxide alarms may be hardwired to the dwelling, plugged into an outlet or battery operated.
6. If the carbon monoxide detector is part of a fire/burglar/carbon monoxide system or the alarms are monitored by a service, a distinctive alarm must be used to differentiate between the carbon monoxide alarm and the other system functions.
7. The carbon monoxide alarm must be maintained according to the manufacturer's instructions.
8. The alarms shall not be removed except for replacement, service or repair of the alarm.
9. Combination smoke/carbon monoxide detectors are allowed under new regulations if they meet the same criteria above.
10. The regulations DO APPLY for properties "For Sale By Owners".

\_\_\_\_\_  
Buyer Date

Authentisign  
*Rachel M Thackeray* 07/10/2024

\_\_\_\_\_  
Seller Estate of Elizabeth J Thackeray Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer's Agent Date

Authentisign  
*Tess Goodge* 07/10/24

\_\_\_\_\_  
Listing Agent  
Tess Goodge Date

# GLOBAL MLS, Inc.

## DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS SELLER /BUYER

**Seller Name(s):** Estate of Elizabeth J Thackeray

**Property Address:** 280 Sugar hill Rd, Rexford, NY 12148

### Lead Warning Statement

Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any know lead-based paint hazards. A risk assessment of inspection for possible lead-based paint hazards is recommended prior to purchase.

### Seller's Disclosure

- a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
  - a.  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

b.  Seller has no knowledge of lead-based paint and/or lead based paint hazards in the housing.

- b) Records and report available to the Seller (check (i) or (ii) below):
  - a.  Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

b.  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Buyer's Acknowledgement (initial all that apply)


- c) \_\_\_\_\_ Buyer has received copies of all information listed above.
- d) \_\_\_\_\_ Buyer has received the pamphlet **Protect Your Family from Lead in Your Home.**
- e) Buyer has (check (i) or (ii) below):
  - a. \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
  - b. \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
- f) \_\_\_\_\_ Seller has not provided records or reports to Buyer.

### Agent's Acknowledgment (initial)

- g)  Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

		<small>Authentisign</small>  Rachel M Thackeray	07/10/2024
Buyer	Date	Seller Estate of Elizabeth J Thackeray	Date
		<small>Authentisign</small>  Tess Goodge	Date 07/10/24
Buyer	Date	Listing Agent Tess Goodge	Date
		<b>Hunt Real Estate ERA</b>	
Buyer Agent	Date	Listing Firm	

# **RESOLUTION**

**#3**

Resolution No. \_\_\_\_ of 2024, a resolution authorizing the hiring of a Part-time Security Officer in the Safety Department.

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

WHEREAS, a vacancy exists for a Part-time Security Officer, and

WHEREAS, Gregory P. Amyot, Clifton Park, NY, successfully passed the civil service examination for this position, and

WHEREAS, Louis Pasquarell, Director of Safety and Security, has recommended that Mr. Amyot be hired to fill the position of Part-time Security Officer; now, therefore, be it

RESOLVED, that the Town Board authorizes the hiring of Gregory P. Amyot as a Part-time Security Officer, to be paid at Grade 5, Step 1, \$26.69/hr, from A-3120-E4010 (General Fund – Law Enforcement – Part-time Security Officer).

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing the hiring of Gregory P. Amyot as Part-Time Security Officer.

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

WHEREAS a vacancy exists for a Part-Time Security Officer,

WHEREAS Gregory P. Amyot, 1 Dyer Drive, Clifton Park, NY 12065, has successfully passed the Civil Service Exam, and

WHEREAS, Louis Pasquarell, Director of Safety & Security, has recommended that Gregory P. Amyot be hired to fill the position of Part-Time Security Officer; now therefore, be it

RESOLVED, the Gregory P. Amyot be appointed as a Part-Time Security Officer at a Grade 5, Step 1 \$26.69 per hour according to the most recent collective bargaining agreement, from A-3120-E4010 General Fund (Security Part-Time Security Officer), effective immediately.

**A new employee resolution request has been submitted. The details of this resolution are included –**

**Department:** Security

**Your Name:** Louis Pasquarell

**Your Email:** [lpasquarell@cliftonpark.org](mailto:lpasquarell@cliftonpark.org)

**Sponsor:**

**Agenda Session Date:** July 15, 2024 ✓

**Board Meeting Date:** August 5, 2024 ✓

**Alternate Date:**

**Budget Number:** A-3120-E4010

**Budget Description:** General Fund (Security Officer Part-Time,

**Amount:** \$26.69 per hour

**Brief Description:** Fill a vacancy that exists for a Part-Time Security Officer

## **Resolution 4**

Resolution No. \_\_\_\_\_ of 2024, a resolution scheduling a public hearing to consider an amendment to Chapter 189 of the Town Code, related to permitting and fees for transient retail merchants.

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

WHEREAS, the Town Code Chapter 189 addresses the permitting, licensing and inspection of Transient Retail Merchants operating within the Town of Clifton Park; and

WHEREAS, the Town Board wishes to amend the wording of this section of the Town Code, which was last amended in 2006, to address current circumstances; now therefore be it

RESOLVED that the Town Board hereby schedules a public hearing for August 19, 2024 at 7:02pm on a proposal to amend the provisions for licensing and inspection of Transient Retail Merchants; and be it further

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

189-2. Definitions

Mobile Food Preparation Vehicles

Vehicles which contain equipment for the cooking, preparation, storage, and serving of food to the public and which sell food products from the vehicle to the public.

189-4 Licensed required;fee.

A. No person shall engage in business as a transient merchant unless he shall first have obtained a license to do so from the Town Clerk no later than [two] four days before the first date of business.

B. The fee for a transient merchant's license shall be at the rate of [~~\$300~~] \$25 per day or \$100 for one year, plus an additional \$10 fee if an inspection is required. Fees paid after July 1, 2024 and before the effective date of the revised fee schedule shall be prorated and the applicant will be reimbursed accordingly.

It shall be within the discretion of the Town Supervisor to waive a fee and to permit the granting an application for a prohibited location set forth in Chapter 189-10. The Supervisor may not waive a required inspection.

D. Each applicant for a transient merchant license shall be limited to one license per calendar year. [The maximum licensing period for a transient merchant license shall be seven days per calendar year.] Mobile food preparation vehicles shall comply with the applicable provisions of the 2020 Fire Code of New York State. Only two (2) mobile food preparation vehicles shall be permitted at the site which is the subject of the application.

189-5. License application.

[B. The firm or firms represented, together with copies of documents establishing the firm's state or county, form of organization, ownership and qualifications to do business in the state and the exact relationship between the firm and the transient merchant.]

B. The applicant shall provide proof of a certificate of doing business and/or corporate registration with the New York Secretary of State.

[E. Bond or certified funds. Before any license authorized herein shall be issued, the applicant shall file with the Town Clerk proof of a bond executed by a surety company or insurance company licensed to do business in the State of New York or an irrevocable one-year letter of credit issued by a licensed banking institution in the sum of \$10,000 for the purposes of saving harmless the citizens of the Town of Clifton Park from any and all damages which may be incurred by said citizens as a result of false or fraudulent unlawful sales practices by any person licensed hereunder. In lieu of the foregoing bond or irrevocable letter of credit, cash or certified funds in the amount hereinbefore set forth shall be deposited with the Town Clerk. Such funds shall be held for a period of one year from deposit. Interest earned shall be the property of the applicant. The funds shall be used to satisfy any judgment obtained in judicial proceedings for damages incurred by citizens of the Town of Clifton Park as a result of false, fraudulent or unlawful sales practices by any person licensed hereunder.]

E. The applicant shall provide to the Town Clerk proof of liability insurance issued by an insurance company licensed to do business in the State of New York in the sum of \$100,000. The Town of Clifton Park shall be listed as a named insured. If the applicant has liability insurance to cover the owner or lessee of the site applied for, then the applicant will ensure that the Town of Clifton Park is added as a named insured on such policy, in which event, no

additional coverage will be required. The applicant shall also execute a hold harmless and indemnification agreement provided with the application by the Town Clerk.

F. Written authorization for use of site from owner or lessee to be submitted with application.

G. Plot plan or map showing location of operation on site to be submitted with application.

#### 189-6. Exemptions.

F. Merchants offering food or non-food items by invitation at Town of Clifton Park events.

G. Merchants which provide food or non-food items or services at a residence for a one (1) day event. Such merchants shall be required to obtain a permit and, where applicable, obtain an inspection. Under such circumstances the fee for the permit shall be waived, but the \$10 inspection fee shall be required.

#### 189-7. Compliance with Code

The Zoning [Ordinance] Code of the Town of Clifton Park shall apply to all licenses granted under this chapter. The Town reserves the right to revoke any license [which violates such ordinance] used in violation of the Town of Clifton Park Code.

#### 189-10. Locations where prohibited.

No transient retail business shall be located or operated outdoors along any of the following thoroughfares or within the specified radius of the identified intersections, as these are deemed to be high-traffic areas which may present a danger to the health or safety of motorists, cyclists or pedestrians:

[Route 9 from Kinns Road south to Route 146]

Route 146 west to Vischer Ferry Road and Route 146A

Maxwell Road from Plank Road to Southside Drive

Southside Drive

[Northside Drive]

Park Avenue

Wall Street

Old Route 146

[Fire Road]

Clifton Country Road from Southside Drive to Clifton Country Road

Vischer Ferry Road from Clifton Park Center Road to Route 146

Crescent Road from Northway ramp to Moe Road (this includes Okte)

Not within 500 feet from the following intersections:

[Not within 500 feet of] Moe Road and Grooms Road

[Not within 500 feet of] Routes 146 and 146A

[Not within 500 feet of] Longkill/Main/MacElroy/Hatlee

[Not within 500 feet of] Ushers Road and Van Patten Drive

[Not within 500 feet of] Route 146 and Balltown Road

[Not within 500 feet of] Riverview and Balltown Roads

## **Resolution 5**

Resolution No. \_\_\_\_\_ of 2024, a resolution scheduling a public hearing to consider an amendment to Town Code Chapter 208-95(E)(3)(j), related to clear zones for communication towers and structures.

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

WHEREAS, Town Code Chapter 208-95(B) Definitions defines One-Hundred-Ten-Percent Clear Zone as “The requirement that new communications towers be set back a minimum of 110% of its own height from adjacent property”; and

WHEREAS, the Town Code Chapter 208-95(E)(3)(j) states that “All new communication towers and structures must be sited, designed and constructed in such a manner as to guarantee a one-hundred-ten-percent clear zone in case of tower failure.”, and

WHEREAS, the Town Board wishes to amend the wording of these sections of the Town Code to remove the word “guarantee” and amend this sentence to state “All new communication towers and structures must be sited, designed and constructed in such a manner as to provide a one-hundred-ten-percent clear zone unless the communications tower or structure can be safely constructed with less than a one-hundred-ten-percent clear zone.”, and

WHEREAS, the Town Board wishes to amend the definition of One-Hundred-Ten-Percent Clear Zone to state “The requirement that new communication towers be set back a minimum of 110% of its own height from adjacent properties, parcels, and structures, including structures located on the parcel upon which the communications tower is proposed to be located”; and

WHEREAS, the Town Board wishes to schedule a public hearing on a proposal to amend Chapter 208 (B) and Chapter 208-95(E)(3)(j) of the Town Code, to modify the definition of the One-Hundred-Percent Clear Zone and the required clear zone for communication towers and structures; now therefore be it

RESOLVED that the Town Board hereby schedules a public hearing for September 3, 2024 at 7:02pm on a proposal to amend the definition of and the required clear zone for communication towers and structures within the Town; and be it further

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

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Tuesday, July 9, 2024 9:10 AM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #856

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

**Department:** Legal  
**Your Name:** Cindy Zlogar  
**Your Email:** [czlogar@cliftonpark.org](mailto:czlogar@cliftonpark.org)  
**Sponsor:** P. Barrett  
**Agenda Session Date:** 07/15/2024 ✓  
**Board Meeting Date:** 08/05/2024 ✓  
**Alternate Date:** 08/19/2024  
**Budget Number:** N/A  
**Budget Description:** N/A  
**Amount:** N/A  
**Brief Description:** Schedule a Public Hearing on August 19, 2024, to amend Chapter 208-95(E)(3)(j) of the Town Code, relating to the clear zone requirement for communication towers and structures.  
**Add Supporting Docs:**  
**Additional Comments/Details:** N/A  
**Agree to Terms:** Agree

[unsubscribe](#)

Revision to § 208-95 B. Definitions

ONE-HUNDRED-TEN-PERCENT CLEAR ZONE- The requirement that new communications towers be set back a minimum of 110% of its own height from adjacent property, parcels, and structures, as set forth in § 208-95(E)(3)(j).

Revision to Town Code § 208-95 (E)(3)(j)

All new communications towers or structures must be sited, designed and constructed in such a manner as to [guarantee] provide a one-hundred-ten-percent clear zone in case of tower failure, unless the communications tower or structure can be safely constructed with less than a one-hundred-ten-percent clear zone. The proposed monopole must meet minimum requirements of the New York State Building Code. When applying for a permit, the applicant must also submit a written report certified by a New York State licensed structural engineer detailing how a fifty (50) percent breakaway is achieved without compromising the required design of the monopole.

## **Resolution 6**

Resolution No. \_\_\_\_ of 2024, a resolution proclaiming October 17<sup>th</sup> as Surrender Day.

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

WHEREAS, on October 17, 1777, British General John Bourgoyne surrendered his sword to Patriot General Horatio Gates, and

WHEREAS, this historic moment, known as the Turning Point of the Revolutionary War, happened in Saratoga County and saved the American's war for independence; and

WHEREAS, we wish to honor the heroic patriots of the past and the generations of Saratoga County public and private citizens who secured and commemorated the Turning Point victory; and

WHEREAS, Saratoga County will commemorate the 250<sup>th</sup> anniversary of the Battles of Saratoga of Saratoga and Turning Point victory in 2027, and

WHEREAS, October 17<sup>th</sup> has been celebrated in communities surrounding the sword surrender site as "Surrender Day" for more than one hundred years; and

WHEREAS, Saratoga County wishes to elevate this commemoration to a countywide holiday to commemorate the Battles of Saratoga, the siege of the British Army, and its ultimate surrender to the Patriot Army; and

WHEREAS, a commemoration as such will facilitate the appropriate deference to the substantial impact the victory had on the founding of the United States of America and the future prosperity and manner for which citizens in the public and private sectors may honor its legacy for generations; and

WHEREAS, the adoption of such holiday in public communities across the region in appreciation of the Saratoga Campaign and its heritage will promote regional pride and tourism; and

WHEREAS, the countywide recognition of Surrender Day is encouraged by providing any town, village or city that adopts October 17<sup>th</sup> as an official holiday to be known as an Affiliated Community Partner of America's Turning Point; now therefore be it

RESOLVED, that the Town Board proudly proclaims October 17<sup>th</sup> as Surrender Day in recognition of the Turning Point of the Revolutionary War, which happened in Saratoga County and saved the America's war for independence.

# **RESOLUTION**

**#7**

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing the Supervisor to sign a sixty-three (63) month lease with Repeat Business Systems, for a Quadient IX5 Mailing System for use by the Town Hall.

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

WHEREAS, Town Clerk, Teresa Brobston, has obtained quotes for digital mailing systems, and

WHEREAS, the proposed cost for leasing the postal mailing system has been budgeted, and

WHEREAS, the Town Clerk has recommended that the Town Board accept the quote from Repeat Business Systems of \$157.00 per month, which includes the cost of the postal machine rental as well as maintenance, delivery, setup and training; now, therefore be it

RESOLVED, that the Town Supervisor is authorized to enter a sixty-three (63) month lease agreement with Repeat Business Systems for a Quadient IX5 Mailing System for use by the Town Hall, at a cost not to exceed \$157.00 per month, to be paid from A-1620-10 (General Fund - Town Clerk – Lease & Rentals).

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Tuesday, July 9, 2024 2:05 PM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagnello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #858

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

**Department:** Town Clerk  
**Your Name:** Teresa Brobston  
**Your Email:** [tbrobston@cliftonpark.org](mailto:tbrobston@cliftonpark.org)  
**Sponsor:** Town Clerk  
**Agenda Session Date:** 07/15/2024 ✓  
**Board Meeting Date:** 08/05/2024 ✓  
**Alternate Date:** 08/19/2024  
**Budget Number:** A-1620-10 Town Hall Postage Meter  
**Budget Description:** Postage Meter  
**Amount:** \$9,891 63 month lease  
**Brief Description:** current Town Hall postage meter contract ends in September, 2024. Attached is the RFQ results.  
**Add Supporting Docs:**  
[fe6df647a6469843 Postage Meter RFQ Results 2024.pdf](#)

**Additional Comments/Details:** Recommendation for Repeat Business Systems-Quadient  
**Agree to Terms:** Agree

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**RESOLUTION**  
**#8**

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing the Parks and Recreation Department to include a 5k road race in the event schedule for the 2024 Clifton Park Farm Fest weekend.

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

WHEREAS, the Parks and Recreation Department would like to host a 5k road race on Sunday, September, 15, 2024, as part of the 2024 Farm Fest weekend; and

WHEREAS, Mike Woerner, Director of Parks and Recreation, recommends that the Town Board authorize the addition of a 5k road race to the 2024 Farm Fest weekend schedule, and the use of Town roadways for the race, and

WHEREAS, Mr. Woerner received a quote of \$4,050 from Run for Women, LLC for event management of the 5k road race, and

WHEREAS, fees will be collected from participants who register to run the race, and two race sponsorships have been secured, and the funds from these fees and sponsorships are expected to offset the cost of the race, and

WHEREAS, the 5K road race will follow the route as detailed on the attached Schedule A; now, therefore, be it

RESOLVED, that authorization is given to include a 5k road race as part of the 2024 Farm Fest weekend, and to use Town roadways for the event, on Sunday, September 15, 2024, beginning at 9:00 A.M, and be it further

RESOLVED, that the Director of Parks and Recreation is authorized to accept the quote from Run for Women, LLC, Clifton Park, NY, to manage the Farm Fest 2024 5K road race event, in an amount not to exceed \$4,050, to be paid with a transfer of \$4,050 from A-00914, Unreserved Fund Balance to A-07550-00054, (General Fund- Celebrations-Farm Festival) to fund the cost of the race, and all fees collected from race participants and race sponsorships will be used to offset this cost.

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Wednesday, July 10, 2024 8:04 AM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #859

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

**Department:** Parks & Rec

**Your Name:** Michael Woerner

**Your Email:** [mwoerner@cliftonpark.org](mailto:mwoerner@cliftonpark.org)

**Sponsor:** lynda Wolowit, agatha Reid

**Agenda Session Date:** 07/15/2024 ✓

**Board Meeting Date:** 08/05/2024 ✓

**Alternate Date:** 08/05/2024

**Budget Number:** A-7550-054

**Budget Description:** ~~hire WSI instructor~~

**Amount:** ~~see below \$17.65/hr~~

**Brief Description:** extra funds needed for farm fest 5k approx ~~\$4500~~ \$4050 (see attached)

**Add Supporting Docs:**

[30c819598bb7511f Farm Fest event management 2024.pdf](#)

**Additional Comments/Details:** see above

**Agree to Terms:** Agree

[unsubscribe](#)

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# RUN FOR WOMEN, LLC

## INVOICE

518-577-5889  
kphislop@yahoo.com

31 Siena Drive  
Clifton Park, NY  
12065

Attention: Mike Woerner

Town of Clifton Park  
1 Town Hall  
Clifton Park, NY 12065  
Date: 6/18/2024

Farm Fest 5K  
Event Management  
Invoice Number: FF8-2024

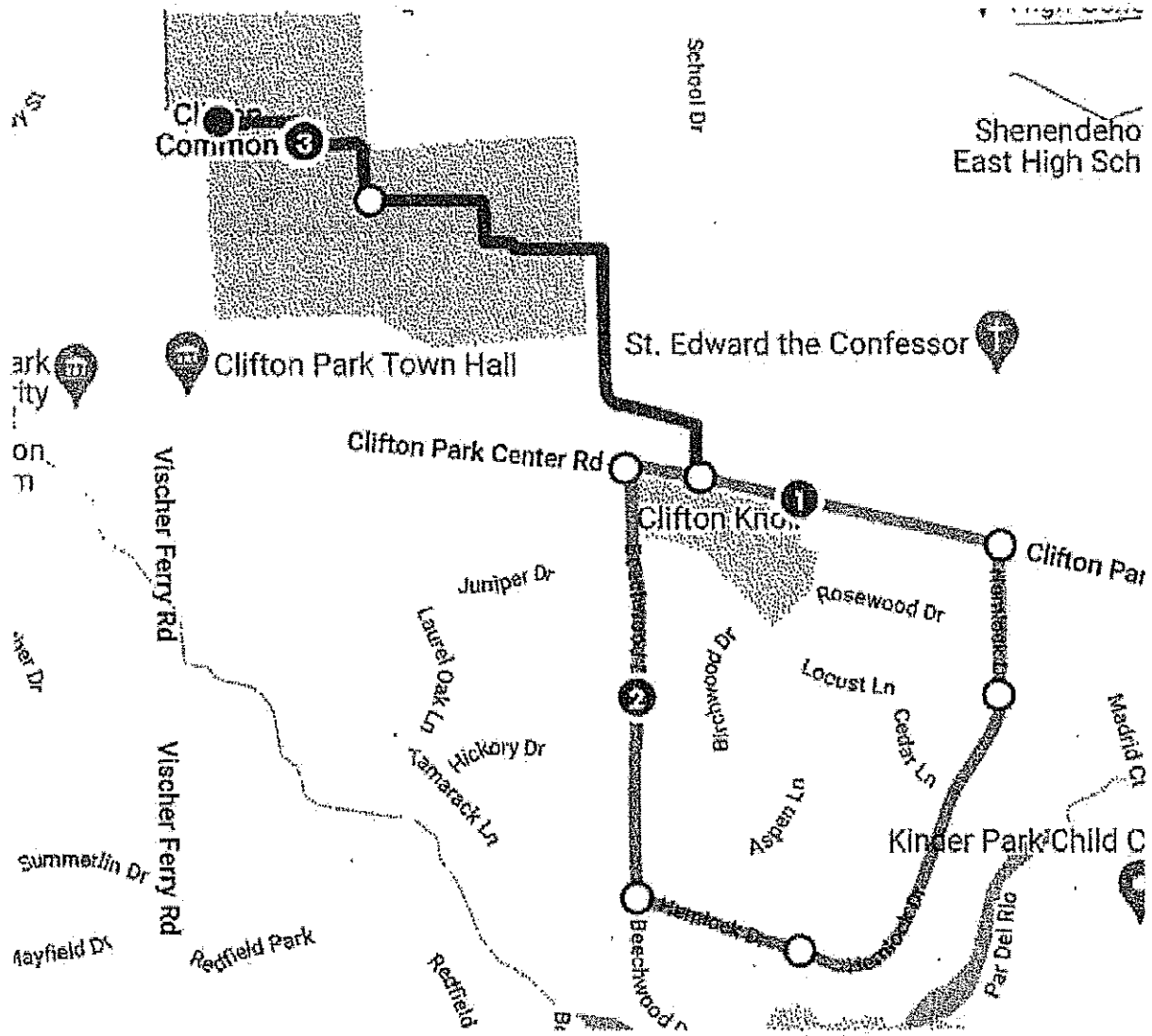
Description	Quantity	Unit Price	Cost
Event Management	1	\$3,500.00	\$3,500.00
Race Bibs	200	\$0.40	\$80.00
Pins	1	\$20.00	\$20.00
Awards	50	\$5.00	\$250.00
Race sanction/insurance	1	\$200.00	\$200.00
		Subtotal	\$4,050.00
			\$0.00
		Total	\$4,050.00 *

Event management includes: budget management, set up and manage registration, manage timing company, recruit sponsors, design and map out course, obtain sanctions for insurance coverage, manage race shirts, manage awards, manage volunteers, manage post race refreshments, work with chosen non-profit, assist with marketing and media engagement, manage event clean up, conduct event survey and reconcile budget post race.

Deposit of \$1,500 due on August 15, 2024

Balance due on September 18, 2024

# SCHEDULE A



# **RESOLUTION**

**#9**

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing Connie Brown to attend the NYSAMCC Annual Conference in Niagara Falls, NY September 29-October 2, 2024.

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

WHEREAS, the State requires all Court Clerks to attend a training session on a yearly basis, and

WHEREAS, NYSAMCC will provide the necessary training for court clerks at the annual fall conference held in Niagara Falls, NY from September 29-October 2, 2024, and attendance at this meeting would provide a public benefit to the Town; now, therefore, be it

RESOLVED, that Chief Court Clerk, Connie Brown, is hereby authorized to attend the NYSAMCC annual conference in Niagara Falls, NY from September 29-October 2, 2024, to be paid from A1110-001 (Training & Conferences) at an estimated cost not to exceed \$1,500.

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Wednesday, July 10, 2024 3:44 PM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #860

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

**Department:** Justice Court

**Your Name:** Robert A. Rybak

**Your Email:** [rrybak@nycourts.gov](mailto:rrybak@nycourts.gov)

**Sponsor:** Supervisor Barrett and Councilmember Manir

**Agenda Session Date:** 07/15/2024 ✓

**Board Meeting Date:** 08/05/2024 ✓

**Alternate Date:** 08/12/2024

**Budget Number:** A-1110-001

**Budget Description:** Training for Chief Court Clerk

**Amount:** \$1,500

**Brief Description:** Allow our Chief Court Clerk to attend a training program.

**Add Supporting Docs:**

**Additional Comments/Details:** As you know, Court Clerks are required to undergo annual training. The NYS Association of Magistrates Court Clerks will be providing comprehensive training in Niagara Falls on September 29 through October 2, 2024 and we would like to send Connie Brown for this training. She in turn, will provide this training to the rest of our court clerks.

**Agree to Terms:** Agree

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**RESOLUTION**  
**#10**

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing the purchase of a stainless-steel pump for the irrigation system at the Barney Road Golf Course.

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

WHEREAS, Daniel Clemens, Director of Buildings Parks & Recreation, has identified an immediate need to replace the stainless-steel pump within the irrigation system at Barney Road Golf Course, and

WHEREAS Emerick Associates, 1107 Loudon Road, Cohoes, NY, has the 20 HP 3-phase electric motor stainless-steel pump for purchase at a cost not to exceed \$6,350, and

WHEREAS, Daniel Clemens has recommended the stainless-steel pump be purchased from Emerick Associates; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the Director of Buildings, Parks & Recreation to purchase the 20 HP 3-phase electric motor stainless-steel pump from Emerick Associates, in a total amount not to exceed \$6,350, from A-7190-200 (General Fund – Barney Road Golf Course – Equipment).

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Wednesday, July 24, 2024 2:49 PM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #870

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

**Department:** Buildings & Grounds

**Your Name:** Daniel Clemens

**Your Email:** [dclemens@cliftonpark.org](mailto:dclemens@cliftonpark.org)

**Sponsor:** P. Barrett

**Agenda Session Date:** 08/05/2024 ✓

**Board Meeting Date:** 08/05/2024 ✓

**Alternate Date:** 08/19/2024

**Budget Number:** A-7190-200

**Budget Description:** General Fund - Barney Road Golf Course - Equipment

**Amount:** \$6,350.00

**Brief Description:** Emergenct purchase of a stainless steel pump - 225 gallons per minute @ 93psi with 20 HP 3-phase electric motor from Emerick Associates to run the irrigation at the golf course.

**Add Supporting Docs:**

[8c4004b4e346cff1\\_BRGC - Emericks\\_pump\\_quote\\_7.24.24.pdf](#)

**Additional Comments/Details:** The old pump quit, blowing water out of it, so old that you can't get parts. Without water we lose the course.

**Agree to Terms:** Agree

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