



TOWN OF CLIFTON PARK TOWN BOARD MEETING

February 24, 2025

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



ONLINE BOARD MEETINGS

- I. Call to Order/7:00 P. M. – Wood Room, Town Hall**
- II. Pledge to Flag**
- III. Roll Call**
- IV. Approval of Town Board Minutes**
- V. Communications/Announcements**
- VI. Business**
 - **Presentation of the winner of the Winterfest Taste of Clifton Park Soup Contest**
 - **Presentation by the Environmental Conservation Commission on Battery Energy Storage Systems**
 - **Public Hearing- 7:02pm: Consider 180-day moratorium on commercial and industrial cannabis warehousing, processing and cultivation operations within the Town**
 - **Presentation by Cari Scribner on Kratom**
 - **Resolutions for Consideration**
 - **Executive Session**
 - **Other Business**
- VII. Open Public Privilege**

NOTE:

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

thanks everyone in attendance for their understanding and also for their desire to actively participate in the Town decision making process.

VIII. Adjournment

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING TO CONSIDER A LOCAL LAW
ESTABLISHING A 180-DAY MORATORIUM ON COMMERCIAL AND INDUSTRIAL
CANNABIS WAREHOUSING, PROCESSING AND CULTIVATION OPERATIONS

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on February 24, 2025 at 7:02 p.m. in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York whereas, the Town Board seeks public input and discussion regarding a local law establishing a 180-day moratorium on such operations within the Town of Clifton Park.

Copies of the proposed local law are posted at:

<https://cliftonpark.org/departments/townclerk/townclerkbulletinboard> , and are also available for review in the Town Clerk's office during normal business hours.

Stephanie Ranze, Town Clerk

Local Law No. ___ of 2025

A local law establishing a moratorium on Commercial and Industrial Cannabis Warehousing, Processing, and Cultivation in Clifton Park. Regulation approved January 21, 2025 for a period of 180 days from the effective date hereof

SECTION I. SHORT TITLE.

This local law shall be cited as Local Law # _____ of 2025 or the Clifton Park moratorium on Commercial and Industrial Cannabis Warehousing, Processing, and Cultivation.

SECTION II. LEGISLATIVE FINDINGS AND INTENT.

On March 31, 2021, the New York State Legislature passed the Marijuana Regulation and Taxation Act (MRTA). In 2021, pursuant to MRTA, the Town of Clifton Park by Local Law No. 9-2021, opted out of permitting cannabis dispensaries and facilities for consumption of marijuana products within the Town of Clifton Park.

The Town of Clifton Park is committed to ensuring the health, safety, and welfare of its residents, and to the proper regulation of land uses within the Town of Clifton Park.

The Town Board of the Town of Clifton Park recognizes the interest in cannabis warehousing, processing, and cultivation operations, as well as their potential impacts on the Town's infrastructure, environment, and community character. Accordingly, the Town Board has determined that it would be prudent to temporarily pause the consideration, approval, and/or establishment of commercial and industrial cannabis warehousing, processing and cultivation operations within the Town of Clifton Park. Such a pause will provide sufficient time to study and address any concerns, including, but not

limited to, zoning, environmental impacts, public safety, and economic implications resulting from commercial and industrial cannabis warehousing, processing, and cultivation.

SECTION III SCOPE OF CONTROL

- (a) For a period of 180 days from the effective date of this ordinance, no applications for warehousing, processing, or cultivation of cannabis, shall be accepted by any board with appropriate authority in the Town, including the Town Board, Planning Board, and Zoning Board of Appeals.
- (b) Effective Date: This local Law applies to all applications for warehousing, processing, or cultivation of cannabis filed with the Town Planning Department.
- (c). Each and every time period regulation and all default provisions otherwise applicable to the development, permits and/or approvals is hereby suspended and temporarily superseded by this Local law including but not limited to Section 276 of the New York State Town Law, during its period of effectiveness.
- (d) The jurisdiction of the Zoning Board of Appeals to act pursuant to Section 267-b of the New York State Town Law relative to relief from this Local Law is hereby suspended and temporarily superseded by this Local law for the purposes of any application for relief from this enactment during its period of effectiveness.

SECTION IV APPEAL PROVISIONS

The Town Board retains the power to vary or modify the application of any provision of this local law upon its determination, in its legislative discretion, after public hearing on notice, that this local law would impose extraordinary hardship upon a landowner, and that a variance from this act will not adversely affect the health, safety and general welfare of the town. Any request for an exception or variance shall be filed with Town Board, through the Town Clerk, and shall include a fee of one hundred dollars (\$100.00) for the processing of such application. All such applications shall be reviewed by the Town Board after a public hearing and final decision on the appeal for relief. Any relief shall be granted through amendments to this local law.

SECTION V PENALTIES

Any person, firm, entity or corporation that shall violate the terms and provisions of this Local Law shall be subject to a penalty in the amount of one thousand dollars (\$1000.00) for each day such violation shall exist.

SECTION VI VALIDITY

The invalidity of a word, section, clause, paragraph, sentence, or part of provision of this local law shall not affect the validity of any other part of this local law that can be given effect without such invalid part or parts.

SECTION VII SUSPENSION OF OTHER LAWS

All state statutes and local ordinances or laws in conflict with the provisions of this local law are hereby superseded and suspended during the effective period of this local law as necessary to give this local law full force and effect during its effective period.

SECTION VIII EFFECTIVE DATE

This law shall take effect immediately as provided by the law, upon filing with the Secretary of State and shall remain in force and effect for a period of 180 days from its effective date, until July 21, 2025.

**TOWN OF
CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK**

**NOTICE OF PUBLIC
HEARING TO CONSIDER
A LOCAL LAW ESTAB-
LISHING A 180-DAY
MORATORIUM ON COM-
MERCIAL AND INDUS-
TRIAL CANNABIS WARE-
HOUSING, PROCESSING
AND CULTIVATION OP-
ERATIONS**

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on February 24, 2025 at 7:02 p.m. in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York whereas, the Town Board seeks public input and discussion regarding a local law establishing a 180-day moratorium on such operations within the Town of Clifton Park.

Copies of the proposed local law are posted at: <https://cliftonpark.org/departments/townclerk/townclerkbulletinboard>, and are also available for review in the Town Clerk's office during normal business hours.

Stephanie Ranze,
Town Clerk

1/24

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Resolutions for Consideration
Clifton Park Town Board Meeting
February 24, 2025

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Town Board	Adopt a local law imposing a 180-day moratorium on commercial and industrial cannabis warehousing, processing and cultivation within Clifton Park	P. Barrett
2. Town Board	Authorize appointment of Richard Craver to the Emergency Services Advisory Board (ESAB)	P. Barrett
3. Town Board	Authorize the Supervisor to sign an Intermunicipal Agreement with Saratoga County for single-stream recycling	P. Barrett
4. Town Board	Authorize the Supervisor to sign a contract with the Saratoga County Sheriff's Department for specialized law enforcement services.	P. Barrett
5. Parks & Recreation	Authorize the issuance of an alcohol permit to Tim Ward of Dig Deep for a gathering at Veterans Park on August 30, 2025, from 11:30am-6:30pm	L. Walowit & A. Reid
6. Historic Preservation Commission	Authorize reprinting of three (3) books relating to Clifton Park history that were lost in the 2021 White Building fire	A. Morelli, L. Walowit & A. Reid
7. Buildings & Grounds	Authorize the hiring of 2025 seasonal employees for the Buildings & Grounds Department	P. Barrett
8. Buildings & Grounds	Authorize the purchase of a Toro Greenspro 1260 Greens Roller and Scraper, under NYS Contract	P. Barrett
9. Highway	Authorize the Highway Superintendent to retain DLC Electric, LLC, for maintenance, inspection and emergency repair of Town-owned traffic lights and crosswalks	D. Bull



RESOLUTION

#1

PHILIP C. BARRETT
Supervisor

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LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

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AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No _____ of 2025, a resolution adopting Local Law ___ of 2025 to establish a 180-day moratorium on commercial and industrial cannabis warehousing, processing and cultivation within Clifton Park.

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

WHEREAS, on March 31, 2021, the New York State Legislature passed the Marijuana Regulation and Taxation Act (MRTA), legalizing adult-use cannabis, and

WHEREAS, by local law No. 9 of 2021, the Town Board authorized opting out of permitting cannabis dispensaries and facilities for consumption of marijuana products within Clifton Park, and

WHEREAS, the Town recognizes the interest in cannabis warehousing, processing and cultivation operations, as well as their potential impacts on the Town's infrastructure, environment, and community character, and

WHEREAS, the Town is committed to ensuring the health, safety, and welfare of its residents, and to the proper regulation of land uses within Town, and

WHEREAS, on February 24, 2025, the Town Board held a Public Hearing on a proposal to impose a 180-day moratorium on cannabis warehousing, processing, and cultivation operations to provide sufficient time to study and address any concerns, including but not limited to, zoning, environmental impacts, public safety, and economic implications of such operations, and

WHEREAS, the Saratoga County Planning Board has reviewed the proposal pursuant to Section 239-m of the NYS General Municipal Law, finding that the proposal serves the community's interest; now, therefore, be it

RESOLVED, that pursuant to Municipal Home Rule Law § 10, the Town Board hereby adopts Local Law No _____ of 2025, and be it further

RESOLVED, that The Town Clerk is directed to file same with the Office of the Secretary of State and to provide appropriate notice of same, and that the Local Law be posted prominently on Cliftonpark.org.



RESOLUTION

#2

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution appointing Richard Craver as a member to the Emergency Services Advisory Board (ESAB).

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

WHEREAS, due to the resignation of Lenny Casper, an opening exists for a member from the Jonesville Fire Department to the ESAB, and

WHEREAS, the Supervisor recommends Richard Craver, Clifton Park, NY, to fill the position; now therefore be it

RESOLVED, that Richard Craver is hereby appointed as a member of the ESAB, representing the Jonesville Fire Department, for the unexpired term of Lenny Casper, term to expire December 31, 2027.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, February 4, 2025 10:00 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 #1655

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

Department: Supervisor's Office
Your Name: Jean Spiegel
Your Email: jspiegel@cliftonpark.org
Sponsor: Phil Barrett
Agenda Session Date: 02/24/2025 ✓
Board Meeting Date: 02/24/2025 ✓
Alternate Date: 02/24/2025
Budget Number: na
Budget Description: na
Amount: 0
Brief Description: Appoint Richard Craver to the Emergency Services Advisory Board as a member representing the Jonesville Fire Department to fill the balance of Lenny Casper's 3-year term, term to expire 12/31/2027.
Add Supporting Docs:
Additional Comments/Details: see above
Agree to Terms: Agree

[unsubscribe](#)



RESOLUTION

#3

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution to authorize the Supervisor to sign an Inter-Municipal Agreement with the County of Saratoga for single-stream recycling at the recycling facility at the Town of Clifton Park Transfer Station.

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

WHEREAS, Resolution No. 318 of 2014, approved the Inter-Municipal Agreement with the County of Saratoga, for single-stream recycling at the Town of Clifton Park Transfer Station, and

WHEREAS, the Town Board wishes that the program for single stream recycling be continued between the County and Town, and

WHEREAS, both County and Town desire to formalize the continued agreement for services provided for the 5-year term of January 1, 2025 through December 31, 2029, and

WHEREAS, the attached proposed agreement has been adjusted to reflect the dates of this 5-year term; now, therefore, be it

RESOLVED, that the Supervisor is authorized to sign an Intermunicipal Agreement with Saratoga County for recycling services between January 1, 2025 and December 31, 2029.

INTERMUNICIPAL AGREEMENT

THIS INTERMUNICIPAL AGREEMENT (“Agreement”) is entered into as of the ____ day of _____, 2025.

BY AND BETWEEN

THE COUNTY OF SARATOGA, a municipal corporation duly organized under the laws of the State of New York, with a principal office at 40 McMaster Street, Ballston Spa, New York, 12020 (hereinafter referred to as “County”)

-and-

THE TOWN OF CLIFTON PARK, a municipal corporation duly organized under the laws of the State of New York, with a principal office at One Town Hall Plaza, Clifton Park, New York, 12065 (hereinafter referred to as “Town”)

WITNESSETH:

WHEREAS, the County and Town entered into an agreement dated January 20, 2015, later amended by agreement dated March 23, 2015, whereby Town agreed to assume responsibility for the management of the collection of single-stream recyclables at the County’s Recycling Center (hereinafter “Recycling Center”) located at the Town’s Waste Transfer Station at 217 Vischer Ferry Road, Rexford, New York, for the term commencing March 3, 2015 and terminating on December 31, 2016; and

WHEREAS, the County and the Town entered into a renewal agreement for an additional term of two (2) years from January 1, 2017 through December 31, 2018, at an annual rate and cost to the County of \$35,000, upon the condition that the Town utilize said monies paid by the County for solid waste and/or recycling purposes; and

WHEREAS, the County and the Town entered into a second renewal agreement for an additional term of one (1) year from January 1, 2019 through December 31, 2019, at an annual rate and cost to the County of \$35,000, upon the condition that the Town utilize said monies paid by the County for solid waste and/or recycling purposes; and

WHEREAS, the County and the town entered into a third renewal agreement for an additional term of one (1) year from January 1, 2020, through December 31, 2020, at an annual rate and cost to the County of \$35,000, upon the condition that the Town utilize said monies paid by the County for solid waste and/or recycling purposes; and

WHEREAS, the County and the Town entered into a fourth renewal agreement for an additional term of two (2) years from January 1, 2021, through December 31, 2022, at an annual rate and cost to the County of \$35,000, upon the condition that the Town utilize said monies paid by the County for solid waste and/or recycling purposes; and

WHEREAS, the County and the Town entered into a fifth renewal agreement for an additional term of two (2) years from January 1, 2023, through December 31, 2024, at an annual rate and cost to the County of \$35,000, upon the condition that the Town utilize said monies paid by the County for solid waste and/or recycling purposes; and

WHEREAS, pursuant to Resolution 24-2025, the Board of Supervisors for the County authorized the most recent renewal of the intermunicipal agreements between the County and the Towns of Clifton Park, Corinth, Moreau, and the City of Saratoga Springs each for an additional term of five (5) years from January 1, 2025 through December 31, 2029, at an initial rate of \$35,000 per municipality for 2025, with an annual increase of \$1,000 for each subsequent year, provided that the Towns and the City utilize said monies paid by the County for solid waste and/or recycling purposes, upon the same terms and conditions as set forth in their prior agreements;

WHEREAS, the Town is agreeable to continuing its management of the collection of single-stream recyclables at the Recycling Center in the Town of Clifton Park upon terms and conditions mutually agreeable to the County and the Town: and

WHEREAS, the County and Town wish to formalize their mutual understanding regarding the Town continuing its oversight of the collection of recyclables at the Recycling Center for the term January 1, 2025, through December 31, 2029;

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement, County and Town hereby agree as follows:

1. TERM OF AGREEMENT. This Agreement is for a term of five (5) years effective on January 1, 2025, and shall continue through December 31, 2029.
2. SINGLE-STREAM RECYCLING. The County shall continue to promote, support and facilitate single-stream recycling at the Recycling Center during the term of this Agreement.
3. COLLECTION AND REMOVAL OF RECYCLABLES AND SCRAP METAL. The County shall retain the services of a private waste hauler to collect, remove and transport single-stream recyclable materials and scrap metal from the Recycling Center during the term of this Agreement. The County's contract with the waste hauler selected shall require the waste hauler to be responsible for the placement of appropriate containers for the receipt of single-stream recyclable materials and a separate container or containers for the receipt of scrap metal at the Recycling Center. In addition, the County's contract with the waste hauler will require the waste hauler to cover all single stream loads collected with a tarp, and to collect and remove any litter or debris on site, prior to leaving the Recycling Center. In light of the aforesaid services to be provided by the County's chosen waste hauler, the County will not maintain a County employee on-site at the Recycling Center to oversee the collection, removal and transportation of recyclable materials from the Recycling Center. The County shall be solely responsible for the costs associated with County's contract with said private waste hauler.
4. TOWN'S MANAGEMENT OF COLLECTION OF RECYCLABLES. While the County will retain primary responsibility for the collection, removal and transportation of recyclable

materials from the Recycling Center through its contract with a private waste hauler who shall be performing said services, the Town shall perform all on-site management and oversight of the collection of recyclable materials and scrap metals. The Town shall employ sufficient personnel at the Recycling Center to properly manage the collection and removal of all recyclables, during scheduled operating hours. The Town shall be responsible for maintenance of the Recycling Center site, including, but not limited to, building maintenance and repairs, mowing, snow removal, and pavement maintenance. In the event that a recycling bin or bins becomes full and the removal of recyclables is required in advance of a previously scheduled pickup of recyclables, the Town shall notify the County of the need for an earlier pickup, and the County shall arrange for such earlier pickup with the private waste hauler retained by the County.

5. COUNTY PAYMENTS TO TOWN. For the Town’s on-site management and oversight of the collection and removal of recyclable materials and scrap metal from the Recycling Center, the County shall pay the Town an annual sum for services rendered over the five-year term as follows:

YEAR	AMOUNT
2025	\$ 35,000.00
2026	\$ 36,000.00
2027	\$ 37,000.00
2028	\$ 38,000.00
2029	\$ 39,000.00

The annual sum indicated is payable by April 15th of each year upon the submission by the Town to the County of a properly executed County voucher. The Town agrees to and shall utilize said sum for solid waste and/or recycling purposes, including, but not limited to, the payment of Town’s staffing costs at the Recycling Center, and the implementation of on-site improvements intended to facilitate the collection, removal and transportation of recyclable materials and scrap metals. In the event Town terminates this Agreement as provided in Section 24 herein, Town shall refund to County a proportionate amount of the then applicable annual payment, covering the period for which no services were rendered from the termination date through December 31st of the applicable year.

6. RECYCLABLE MATERIALS. The County’s Commissioner of Public Works shall provide the Town with a list of materials that may be accepted for recycling under the recycling provisions of the County’s Local Law No. 1 of 1988, as amended.
7. REGULATORY REPORTING. The County shall continue to be responsible for all required regulatory reporting to the New York State Department of Environmental Conservation (DEC) relative to the collection, removal and transportation of recyclable materials. The Town shall cooperate with County’s requests for information needed to comply with regulatory reporting to DEC.
8. INVENTORY OF RECYCLABLE MATERIALS. The County will provide the Town with appropriate standard forms for the inventory of all materials received for recycling at the Recycling Center. The Town shall utilize the forms provided by County to maintain an accurate monthly inventory of all recyclable materials received. The Town shall submit

completed inventory forms to County by the 10th day of each month for the recyclables received during the prior month.

9. ADDITIONAL COSTS BORNE BY COUNTY. The County shall pay for the cost of the proper removal and disposition of coolant-containing appliances. The County shall also pay for the proper disposition of automotive batteries and propane cylinders. In the case of large coolant-containing appliances, such as refrigerators and freezers, the coolant will be removed from the appliance by a contractor retained by County, and the appliance will be placed in the scrap metal bin for removal by the private waste hauler retained by County. Town personnel will be responsible for overseeing the process of removing and disposing of coolant-containing appliances.
10. ADDITIONAL COSTS BORNE BY TOWN. The Town shall be responsible for the costs of maintaining electricity and phone service to the Recycling Center site. In addition, the Town shall be responsible for the costs of furnishing portable toilet facilities at the Recycling Center site in the event the Town elects to continue the provision of toileting facilities at the site.
11. REVENUE FROM SALE OF RECYCLABLES. The County shall receive all revenue derived from the sale of single-stream recyclables, scrap metals and all other recyclables collected at the Recycling Center.
12. FREE RECYCLING FOR COUNTY RESIDENTS. County and Town agree that there shall be no County or Town charges or fees imposed on Saratoga County residents depositing recyclable materials at the Recycling Center.
13. PERMITS. The County shall maintain any and all necessary governmental permits or approvals needed to manage and oversee the collection and removal of recyclables from the Recycling Center.
14. COMPLIANCE WITH LAWS. The County and Town shall comply with all applicable laws, ordinances and regulations, including non-discrimination and labor laws. The County and Town agree that for the duration of this Agreement and any renewal term(s) thereof, they will not discriminate against any employee, applicant for employment, or person requesting services in connection with this agreement, because of any prohibited factor including race, creed, color, national origin, citizenship or immigration status, gender identity or expression, military status, disability, age, sex, familial status, marital status, sexual orientation, predisposing genetic characteristics, status as a victim of domestic violence, or source of payment.
15. RETENTION OF RECORDS. The County and Town agree to maintain and have available for audit such records as may be required by the County, the Town, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice, and shall be maintained for a period of six (6) years after termination of this Agreement.
16. DEFENSE AND INDEMNIFICATION. The County shall defend, protect, indemnify and hold harmless the Town, its officers, directors and employees from and against any and all claims, demands or causes of action for injury or death to person or damage to property,

(including all costs and reasonable attorney's fees incurred in defending any claim, demand or cause of action), arising out of or resulting from any negligent or wrongful acts, errors, omissions, negligence, incompetence, malfeasance or misfeasance by the County, its employees or agents in the performance of County's obligations under this Agreement.

The Town shall defend, protect, indemnify and hold harmless the County, its officers, directors and employees from and against any and all claims, demands or causes of action for injury or death to person or damage to property (including all costs and reasonable attorney's fees incurred in defending any claim, demand or cause of action), arising out of or resulting from any negligent or wrongful acts, errors or omissions, negligence, incompetence, malfeasance or misfeasance by the Town, its employees or agents in the performance of the Town's obligations under this Agreement.

The County and Town shall notify each other in writing within ten (10) days of any such claims or demands and shall cooperate in the defense of any such actions.

17. INSURANCE. At all times during the term of this Agreement, County and Town shall maintain, at their own expense, the following insurance and shall provide proof thereof to each other, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

- (a) Statutory Workers' Compensation coverage in compliance with the Workers' Compensation Law of the State of New York.
- (b) General Liability coverage in the comprehensive or commercial general liability form in the amount of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. This insurance shall include coverage for bodily injury and property damage and shall be on an occurrence form with a waiver of subrogation. The County shall list the Town, and the Town shall list the County, as an additional insured on their respective policies.
- (c) Automobile liability insurance coverage for all owned, leased or non-owned vehicles in the amount of \$1,000,000 per occurrence. This insurance shall include coverage for bodily injury and property damage. The County shall list the Town, and the Town shall list the County, as an additional insured on their respective policies.

The certificate of insurance provided by the Town to the County shall list the "County of Saratoga", 40 McMaster Street, Ballston Spa, New York 12020, as certificate holder. The certificate of insurance provided by the County to the Town shall list the "Town of Clifton Park, One Town Hall Plaza, Clifton Park, New York, 12065" as certificate holder. The Town's certificate of insurance must be approved by the Saratoga County Attorney, and the County's certificate of insurance must be approved by Clifton Park Town Attorney, prior to the commencement of the provision of services pursuant to this Agreement.

In the event any policy furnished or carried pursuant to this Agreement is scheduled to expire on a date prior to the expiration of the term of the Agreement, the party whose policy is due to expire shall deliver to the other party a certificate or certificates of insurance evidencing the renewal of such policy or policies not less than 15 days prior to such expiration date, together with proof of payment of all premiums due thereon.

In the event a party hereto receives notice of cancellation of its insurance required pursuant to this Agreement (the "affected party"), the affected party shall immediately provide the non-affected party with written notice of such cancellation by no later than the next business day of the non-affected party. The affected party shall provide the non-affected party with proof of replacement insurance coverage satisfying the requirements set forth in this Agreement within two (2) business days of the affected party's receipt of said notice of cancellation. Failure of the affected party to maintain the required insurance shall constitute a breach of this Agreement, and the Agreement shall terminate on the date of cancellation of the affected party's insurance.

All policies of insurance required pursuant to this Agreement shall be underwritten by companies authorized to do business in the State of New York, and shall be primary insurance and not contributory insurance. County and Town shall be solely responsible for any deductible losses under their respective policies. Proof of additional insured coverage shall be evidenced through an additional insured endorsement rider provided by the insurance carrier.

Any failure by County or Town to comply with the insurance requirements of this Agreement in a timely manner shall constitute a breach of this Agreement, and the non-defaulting party may, at its option, terminate this Agreement upon ten (10) days written notice to the defaulting party. The defaulting party shall have two (2) business days following receipt of such written notice to cure its default.

The insurance required herein is not, and shall not be, construed as a limitation upon either party's obligation to indemnify the other.

18. DEFAULT: The occurrence of any of the following shall be considered an Event of Default:
- (a) Non-payment. The failure by the County to make any of the payments required pursuant to this Agreement when due.
 - (b) Failure to Perform. The failure of the Town to provide the management and oversight services of the collection and removal of recyclable materials required pursuant to this Agreement.
 - (c) Other Failure to Perform. The failure by either County or Town to perform and/or comply with any term, covenant or condition required under this Agreement.
19. REMEDIES. In the Event of Default under this Agreement, the non-defaulting party may take such legal action as may be appropriate under the circumstances, including injunctive relief, declaratory judgment, or monetary damage for such default. No such action or proceeding shall be commenced until the defaulting party has been given written notice thereof by the non-defaulting party and thirty (30) days have elapsed since receipt of such notice, and the defaulting party has not proceeded diligently to cure such default. Any default by a party in providing the insurance required pursuant to this Agreement shall be subject to the remedies and requirements set forth in Paragraph 17 herein.

20. NOTICES. Any notice, demand, request, consent, approval, or other communication given under or with respect to this Agreement shall be in writing and shall be personally served or sent by United States registered, certified or express mail, return receipt requested, postage pre-paid, or by overnight courier with delivery charge paid, addressed to the party or other entity to be notified as follows:

To the County: Commissioner of Public Works
3654 Galway Road
Ballston Spa, New York 12020

With a copy to: Saratoga County Attorney
40 McMaster Street
Ballston Spa, New York 12020

To the Town: Phil Barrett, Supervisor
One Town Hall Plaza
Clifton Park, New York, 12065

With a copy to: Clifton Park Town Attorney
One Town Hall Plaza
Clifton Park, New York, 12065

The parties may designate such other addresses as they may from time to time choose, provided they advise the other party in writing of such change.

21. APPLICABLE LAW. The law of the State of New York shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. Venue of any legal action shall be Saratoga County, New York, and action must be commenced in the Saratoga County Court.

22. WAIVER. The failure of either party to insist on the strict performance of any term or provision hereof shall not be deemed a waiver of any subsequent breach.

23. MODIFICATION. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing signed by both parties.

24. TERMINATION. Either County or Town may terminate this Agreement for any reason or no reason, and without cost or penalty, upon 180 days prior written notice to the other at the address set forth in Paragraph 20 herein.

25. SEVERABILITY. In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the Agreement, to the extent the Courts have determined practical, shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not contained a part thereof.

26. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties regarding the subject matter hereof, and supersedes all prior agreements (written or oral) which may have related to the subject matter hereof.

IN WITNESS WHEREOF, the foregoing Intermunicipal Agreement has been executed by the duly authorized officers of the respective parties.

APPROVED AS TO FORM AND CONTENT

COUNTY OF SARATOGA

Saratoga County Attorney

By: _____
Matthew Veitch, Vice-Chairman
Saratoga County Board of Supervisors
Pursuant to Resolution 24-2025

APPROVED AS TO FORM AND CONTENT

TOWN OF CLIFTON PARK

Clifton Park Town Attorney

By: _____
Philip C. Barrett, Supervisor
Pursuant to Resolution _____



RESOLUTION

#4

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution authorizing the Town Supervisor to sign an agreement with the Saratoga County Sheriff's Department for Specialized Law Enforcement Services.

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

WHEREAS, the Town of Clifton Park has found it to be effective and efficient to obtain law enforcement services within the Town through the Saratoga County Sheriff's Department, and

WHEREAS, the Town Board wishes to renew the existing Agreement for Specialized Law Enforcement Services with the Saratoga County Sheriff's Department, per the attached agreement; now, therefore, be it

RESOLVED, that the Supervisor is authorized to sign the attached agreement with the Saratoga County Sheriff's Department whereby the Sheriff's Department shall provide Specialized Law Enforcement Services within the Town of Clifton Park for a one (1) year period from January 1, 2025 through December 31, 2025, for an amount not to exceed \$712,466.20, to be paid in monthly payments of \$59,372.19 from A-3120-15 (General Fund-Security-Other Contractual); and be it further

RESOLVED, that the Town Comptroller transfer from Unassigned Fund Balance, A-00914, \$42,000 to A- 03120-00015, to cover the cost of the contract.

AGREEMENT FOR SPECIALIZED LAW ENFORCEMENT SERVICES

This Agreement, made as of the _____ day of _____, 2025 BY AND BETWEEN,

COUNTY OF SARATOGA, a municipal corporation duly organized under the laws of the State of New York with a principal office at 40 McMaster Street, Ballston Spa, New York, 12020 (COUNTY), acting through its Sheriff's Office, (SHERIFF),

-and-

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

1. STATEMENT OF AGREEMENT

The COUNTY and the SHERIFF will provide "Specialized Protection" to the TOWN during the term of this agreement. The TOWN agrees to pay for such services as outlined herein. Both parties wish to continue this mutually beneficial relationship.

2. LEGAL BASIS

This agreement is authorized by 119-o of the General Municipal Law.

3. SPECIALIZED PROTECTION

Specialized Protection is that protection provided to the TOWN in excess of that normally furnished by the SHERIFF. In this case, Specialized Protection is defined as a higher quality and level of exclusive service not normally provided by regular County patrol. All references to Specialized Protection or specialized law enforcement services are those services to be delivered hereunder.

4. DELIVERY OF SERVICE

4.1 Service Area: The SHERIFF shall provide Specialized Protection within the corporate limits of the TOWN. Assigned Deputies will not leave the TOWN except in an extreme emergency and will continue the expanded presence and patrol for designated parklands and residential and secondary roadways within the TOWN.

4.2 Enforcement Responsibilities: The SHERIFF shall enforce State statutes, COUNTY ordinances and those TOWN ordinances that are of the same type and nature as COUNTY ordinances enforced by the SHERIFF. The SHERIFF shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by the SHERIFF under the laws of the State.

4.3 Services to be Delivered: The SHERIFF shall provide 2 patrols Monday through

Sunday from 8:00 a.m. to 4:00 p.m. and from 4:00 p.m. to 12:00 a.m. to patrol the TOWN at the cost of \$712,466.20, to be paid in equal monthly installments. In addition, the Sheriff's Department shall provide additional police services to the TOWN for added patrols or special detail assignments as shall be determined by the SHERIFF, the cost of which services shall be included within the total contract cost of \$712,466.20. The SHERIFF reserves the right to modify the foregoing schedule based upon the changing needs of law enforcement in the TOWN.

4.4 Reporting: The SHERIFF shall provide to the TOWN a monthly report of all law enforcement services provided by the Sheriff's Department within the TOWN each month.

4.5 Service Management: The SHERIFF shall determine the planning, organization, scheduling direction, and supervision of his personnel and all other matters incident to the delivery of specialized law enforcement services to the TOWN. The SHERIFF shall retain exclusive authority over his personnel.

4.6 Responsiveness: The SHERIFF shall promptly consider all TOWN requests regarding the delivery of specialized law enforcement services and make every effort to comply with them in a manner consistent with good law enforcement practices and this agreement.

4.7 Dispute Resolution: Any conflict regarding the extent or manner of performance of the specialized law enforcement services shall be resolved by the SHERIFF and the TOWN SUPERVISOR. The SHERIFF'S decision shall be final and conclusive.

4.8 Coordination: The TOWN and the SHERIFF shall each designate a specific individual and alternates to coordinate and implement the delivery of specialized law enforcement services to the TOWN.

5. RESOURCES

5.1 COUNTY Responsibilities: Except as otherwise agreed, the COUNTY and the SHERIFF shall furnish all labor, equipment, facilities, and supplies.

5.2 TOWN Responsibilities: The TOWN shall provide and maintain heat, lights and phones at the facilities.

6. LIABILITY

The COUNTY shall assume liability for and secure the TOWN from claims and/or all costs for damages allegedly caused by SHERIFF'S personnel and arising out of the performance of this agreement.

7. PERSONNEL

7.1 Employee Status: For purposes of this agreement only, all persons employed by the SHERIFF for this Specialized Protection shall be COUNTY officers or employees, and they shall not have any benefit, status, or right of TOWN employment.

7.2 Payment: The TOWN shall not be liable for the direct payment of salaries, wages, workers compensation benefits or any other compensation for COUNTY officers or employees providing specialized law enforcement services hereunder.

8. DURATION

The term of this agreement shall be for one year, from January 1, 2025 through December 31, 2025.

9. TERMINATION

This agreement may be terminated at any time upon ninety days (90) prior written notice to the other party.

10. AUTHORIZATION

This agreement is made and executed pursuant to County Resolution 281-2024 and a resolution approved by the TOWN board of Clifton Park on _____.

11. EXECUTION

The parties have hereunto signed this agreement on the day and year appearing opposite their respective signature.

COUNTY OF SARATOGA

TOWN OF CLIFTON PARK

By: _____ Date _____
Vice-Chairman, Board of Supervisors
Per Resolution 281-2024

By: _____ Date _____
Philip C. Barrett, Supervisor
Per Resolution 281-2024

_____ Date _____
MICHAEL H. ZURLO, Sheriff

Approved as to Form and Content:

Approved as to Form and Content:

George P. Conway
County Attorney

CLIFTON PARK TOWN ATTORNEY



BOARD OF SUPERVISORS

11/19/2024

RESOLUTION 281 – 2024

Introduced by Public Safety: Supervisors Lant, Butler, Fish, Murray, Ostrander, Wright and Young

AUTHORIZING AN AGREEMENT WITH THE TOWN OF CLIFTON PARK FOR LAW ENFORCEMENT SERVICES IN 2025

WHEREAS, pursuant to Resolution 298 – 2023, the County entered into a one-year agreement with the Town of Clifton Park (hereinafter the "Town") for the provision of law enforcement services by the Sheriff's Office for a term commencing January 1, 2024 and expiring December 31, 2024, and the Town wishes to renew their agreement; and

WHEREAS, the proposed agreement, commencing January 1, 2025 and expiring December 31, 2025, includes reimbursement by the Town for all County-incurred expenses, including salaries, benefits, training, patrol cars, and all associated transportation expenses; and

WHEREAS, our Public Safety Committee and the Sheriff have recommended that the County renew its agreement with the Town for the provision of law enforcement services for a term of one (1) year, commencing January 1, 2025 and expiring December 31, 2025; now, therefore, be it

RESOLVED, that the Chair of the Board of Supervisors is hereby authorized to execute the following agreement with the Town for the provision of law enforcement services in 2025, at a total cost of \$712,466.20:

Number of Patrols	Service Time of Patrols	Service Area	Amount
2	8:00am – 4:00pm, Monday – Sunday	The Entire Town of Clifton Park	\$ 712,466.20
2	4:00pm – 12:00am, Monday – Sunday		

; and be it further

RESOLVED, that the Sheriff's Office shall provide such law enforcement services to the Town for added patrols and/or special detail assignments as determined by the Sheriff, the cost of which services shall be included within the stated amount of the agreement; and be it further

RESOLVED, that the Sheriff shall have the right to modify the foregoing schedule based upon the changing needs of law enforcement within the Town; and be it further

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney; and be it further

RESOLVED, that this Resolution shall take effect immediately.

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

November 19, 2024 Regular Meeting

Motion to Adopt: Supervisor Tollisen

Second: Supervisor Butler

AYES (183,631): Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Angela Thompson (19014.5), C. Eric Butler (6500), Harry Brennan (819), Robert Anderson (1333), James D. Arnold (3525), Kevin Veitch (8004), Kevin Tollisen (25662), Cynthia Young (17130), Thomas Richardson (5163), Scott Ostrander (18800), Ian Murray (5808), Michele Madigan (14245.5), Matthew E. Veitch (14245.5), David Ball (8208)

NOES (0):

ABSENT (51,878): Arthur M. Wright (1976), Jesse Fish (16202), Willard H. Peck (5242), Sandra Winney (2075), Edward D. Kinowski (9022), John Lant (17361)



RESOLUTION

#5

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution authorizing Tim Ward and Dig Deep, Inc. to serve alcoholic beverages at a fundraising event to be held at Veterans Memorial Park on August 30, 2025.

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

WHEREAS, Tim Ward and Dig Deep, Inc. are hosting a fundraising softball tournament on August 30, 2025, from 11:30am-6:30pm., and

WHEREAS, Tim Ward has requested permission to serve alcohol in the form of beer and wine at the event; now, therefore, be it

RESOLVED, that Tim Ward and Dig Deep, Inc. are hereby authorized to serve beer and wine at a fundraising softball tournament at Veterans Memorial Park on August 30, 2025, from 11:30am-6:30pm.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, January 21, 2025 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 Pagniello; Teresa Brobston; Walter Smead; Kelly Miller
Subject: New Resolution Request #1636

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
Sponsor: lynda Wolowit, agatha Reid
Agenda Session Date: 02/03/2025 ✓
Board Meeting Date: 02/24/2025 ✓
Alternate Date: 02/24/2025
Budget Number: N/A
Budget Description: alcohol permit request
Amount: N/A
Brief Description: alcohol permit request
Add Supporting Docs:
[761408a041dfef17_Dig_Deep_Inc_alcohol_permit.pdf](#)

Additional Comments/Details: see attached
Agree to Terms: Agree

[unsubscribe](#)



Town of Clifton Park

Office of Parks and Recreation

One Town Hall Plaza, Clifton Park, New York 12065 | (518) 371-6667 | Fax: (518) 545-4284

Mike Woerner, Director

2025 OUTDOOR FACILITY PERMIT APPLICATION

General Information

Name of Organization: Dig Deep, Inc. Today's Date: 1.15.25

Contact Person: Tim Ward

Address: _____

Phone: _____ (work)

Email: _____

Facility Requested:

Town of Clifton Park Facility Rentals		
Collins Park Field _____	Veterans Park Softball Field 1 <input checked="" type="checkbox"/>	Clifton Common _____
Collins Park Pavilion _____	Veterans Park Softball Field 2 <input checked="" type="checkbox"/>	Clifton Common Soccer Field # _____
Locust Lane Pool Tent _____	Veterans Park Pavilion _____	Other: _____

Date Requested: 8.30.25 Time: 11:30a to 6:30p # of Participants: 52

Permit is governed by the following conditions:

1. Permits valid for date(s), restricted to facility, and number of participants as indicated on permit.
2. Area and facility must be left clean. Any damage incurred is the responsibility of the permit holder.
3. Town of Clifton Park park rules (see attached) shall be adhered to. Immediate termination of the event and removal from the premises may occur by an authorized representative of the Town if in violation of these rules and regulations.
4. Obnoxious behavior or excessive noise will not be permitted.
5. Permit holder must retain permit and make available upon request by park or police official.
6. Open containers of alcoholic beverages are prohibited in all parks, unless a permit has been issued which allows for the consumption of alcoholic beverages on the premises for which the permit has been issued. Such permits are authorized solely by the Town Board via resolution. A separate "Special Alcohol Use Permit Request" form must be submitted with this form.
7. Permits are available through Clifton Park Office of Parks and Recreation and must be posted at the facility rental site.
8. Permit holder may be required to obtain and show proof of insurance naming Town of Clifton Park as an "Additional Insured".

I have read the Town of Clifton Park rules and the above special conditions and agree to abide by them. I understand there is a **no refund policy** on this rental. The town will work with me on rescheduling, when possible, if needed.

Indemnity: Dig Deep, Inc. (NAME) agrees to indemnify and hold the Town, it's officers, employees, representatives and/or agents harmless with respect to any and all claims, causes of action, suits, proceedings, damages, liabilities, losses, costs and expenses, including third party claims or actions and attorneys' fees, in connection with loss of life, personal injury and/or any loss of life, personal injury and/or property damage which may arise from and as a result of the negligent acts or omissions of Dig Deep, Inc. (NAME) or others associated in some way therewith, during or arising out of the use of any park facility located in the Town of Clifton Park, County of Saratoga, State of New York on 8.30.25 (DATE).

Signed: _____ Approved: Diana Fraser
Applicant for Permit Parks & Recreation Office

Date: 1/17/25

RENTAL FEE SCHEDULE

Fields and Pavilions:

- 1. Town Residents/Not-for Profit/Day Care/K-12 schools Mon-Thurs \$12.00 per hour Fri-Sun \$15.00 per hour
 Business Organizations & Colleges Mon-Thurs \$17.00 per hour Fri-Sun \$20.00 per hour
- 2. Additional Fees
 - Lighted field \$25.00 per game
 - Security, trash removal, miscellaneous (minimum of 3 hours) \$25.00 per hour, per service
- 3. Field Closure - The Town of Clifton Park reserves the right to close any field due to poor field conditions. Groups, organizations, or individuals failing to honor any field closure are subject to a revoking of their field permit and removal from the premises. *It is the responsibility of the field user(s) to know the status of any given field. For field closure information, call our office at 518-371-6667.*

Locust Lane Pool Tent:

Locust Lane Pool Tent (noon - 3:30 p.m. or 4:00 p.m. - 7:30 p.m.)
 Mon-Thurs: \$60.00 per time frame Fri-Sun: \$70.00 per time frame
 Additional charge for non-member guests \$5.00 per non-member *(Must be paid day of party AT pool)*

FACILITY DESCRIPTIONS

Collins Park: Located on Moe Road and Route 146. Softball field, pavilion, picnic area and playground. Field and Pavilion are rented individually. There are 6 tables and 4 grills at the pavilion.

Veterans Memorial Park at Elks Trail: Located on MacElroy Road. This facility provides 2 softball fields and a pavilion with tables and grills. Beautiful wetlands located behind the ballpark. Fields and Pavilion are rented individually.

Locust Lane Pool Tent: Located in the Clifton Knolls development on Locust Lane. The pool tent area is available for rent for social gatherings. There are 6 tables located under the tent for use with rental.

TOWN OF CLIFTON PARK - PARK RULES

- All parks open at 5:30 a.m. and close at 10 p.m.
- ****No person may drink, consume, or possess alcoholic beverages in any town park or in any park within a park district or in any other lands or property owned by the town. If any person in your group is caught with an alcohol beverage, they will be fined, and your permit will be taken away.** INITIAL TW
- Trail bikes and ATVs are prohibited. INITIAL TW
- Bikes are to be ridden only on bike paths, absolutely no riding on basketball or tennis courts. INITIAL TW
- Leash law is in effect. INITIAL TW
- Bands and stereo equipment (except radios) are prohibited in park areas. INITIAL TW
- Use of golf clubs on parkland is prohibited, with the exception of Barney Road Golf Course. INITIAL TW
- ***Please pick up after yourself. Carry-in, carry-out policy. The Town of Clifton Park requires that you take out what you bring in. If you would like to pay an additional \$75.00 per day for trash removal, please indicate.**
 Yes No INITIAL TW

Thank you for your cooperation and enjoy your day!

FOR OFFICE USE ONLY			
Field Rental	<u>Veterans</u>	<u>\$210 -</u>	Date Paid: <u>1/17/25</u>
Pavilion Rental			Amount Paid: <u>\$235 -</u>
Field Lights			Payment Type: <u>CC#2303</u>
Security			Permit Given: <u>YPS</u>
Trash Removal			Outlook Calendar: <u>YPS</u>
Other	<u>Alcohol</u>	<u>\$75 -</u>	Staff Initials: <u>DF</u>



Town of Clifton Park

Office of Parks and Recreation

One Town Hall Plaza, Clifton Park, New York 12065 | (518) 371-6667 | Fax: (518) 545-4284

Mike Woerner, Director

2025 SPECIAL ALCOHOL USE PERMIT REQUEST

(Please attach to Facility Permit Application)

Name of Organization: Dig Deep, Inc.

Contact Person: Tim Ward

Address: _____

Phone: _____

Email: _____

Location, Date and Time of Event: Veterans Park Softball Fields: 8:30.25, 11:30a-6:30p

Alcohol Permit is governed by the additional conditions: *(please see initial conditions listed on the Facility Permit Application)*

1. The permit is not transferable.
2. Permit is valid for specified date and time of event only.
3. Only beer and wine are allowed in Town parks or facilities. Glass beverage containers are not permitted.
4. Permit holder only is allowed to bring alcoholic beverages into the park and is responsible for the conduct of all group members.
5. Permit holder must retain permit and make available upon request by proper park official or security officer.
6. Permit holder will be responsible for assuring ALL MEMBERS of his/her party that consume alcohol are of legal age to drink alcoholic beverages according to New York State law.
7. Alcoholic beverages are not permitted in parking lots or children's play areas.
8. The sale of alcoholic beverages in Town parks or facilities is strictly prohibited.
9. Alcoholic beverages are not to be consumed by team members during athletic team competition.
10. You must be at least 21 years of age to purchase an alcohol permit.
11. Permit Request must be submitted at least 30 days prior to rental date.

\$25 non-refundable fee must accompany special permit request

I have read the Town of Clifton Park rules and the above special conditions and agree to abide by them.

Signed:  Date: 1.15.25

For Office Use Only

Date on Town Board Agenda: _____

If Approved, Permit Issued and Mailed to Applicant: _____



RESOLUTION

#6

PHILIP C. BARRETT
Supervisor

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LYNDA M. WALOWIT
Councilwoman

•

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution authorizing the Comptroller to transfer funds from Contingency for the Town Historian.

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

WHEREAS, John Scherer, Town Historian, has requested funds to reprint three (3) books, each detailing part of Town history, and

WHEREAS, existing copies of *Bits of Clifton Park History* (2003) were destroyed in the 2021 White Building fire, and *Greek Temples on the Towpath: A History and Guide to the Vischer Ferry Historic District* (1985) and the booklet *Beautiful Vischer Ferry* (1907) have been out of print and unavailable for years, and

WHEREAS, Mr. Scherer has provided an estimate in the amount of \$4,732 for reprinting these three (3) books, and

WHEREAS, the Town Board supports Mr. Scherer's efforts to have these publications back in print as we celebrate the Bicentennial of the Erie Canal, the upcoming 250th anniversary of American Independence and the Town of Clifton Park's own upcoming Bicentennial in 2028; now, therefore, be it

RESOLVED, that the Comptroller is authorized to transfer the sum of \$4,732 from A-01990-00015 (General Fund - Contingency Funds - Other Contractual) to A-07510-00008 (General Fund - Town Historian – Printing) for the reprinting of three (3) books detailing parts of Town history.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, January 21, 2025 1:42 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 #1635

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
Sponsor: lynda Wolowit, agatha Reid anthony Morelli
Agenda Session Date: 02/03/2025 ✓
Board Meeting Date: 02/24/2025 ✓
Alternate Date: 02/24/2025
Budget Number: a-0751-00008
Budget Description: print 3 books for town historian
Amount: approx \$4731.61
Brief Description: reprint 3 books for historian
Add Supporting Docs:
[a26c8d04f3b153b9_quotes_sheet_town_historian_printing.pdf](#)

Additional Comments/Details: quotes available upon request
Agree to Terms: Agree

[unsubscribe](#)

Town of Clifton Park
Parks and Recreation

Quotes

Date: 1/3/25
Description: print 3 books for town historian 250 copies ea Greek temples / Beautiful Vischer Ferry/ Bits of CP
Vendor: Fort Orange Quote: \$2260/700/ 2600
Vendor: Camelot Printing Quote: \$2000/327/ 2446
Vendor: Modern Press Quote: \$2081/ 285 / 2775
Vendor: Quote:
Vendor Quote No
Awarded To: Camelot- Bits of CP & Greek Temples Modern press- Beautiful Vischer Ferry



RESOLUTION

#7

PHILIP C. BARRETT
Supervisor

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LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution authorizing the hiring of 2025 seasonal help for the Buildings and Grounds Department.

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

WHEREAS, openings exist for seasonal help in the Buildings and Grounds Department,
and

WHEREAS, Daniel Clemens, Director of Buildings, Parks and Recreation, has recommended that the individuals listed on the attached Schedule A, be hired to fill the positions at pay rates as indicated on the Schedule; now therefore be it

RESOLVED, that the individuals listed on the attached Schedule A, be employed as seasonal workers for the Buildings and Grounds Department for the summer of 2025, at the rates of pay shown and budgeted from the accounts indicated, effective immediately.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, January 23, 2025 9:32 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 Employee Resolution Request #1640

A new employee 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
Sponsor: P. Barrett
Agenda Session Date: 02/03/2025 ✓
Board Meeting Date: 02/24/2025 ✓
Alternate Date: 03/03/2025
Budget Number: Schedule A
Budget Description: Schedule A
Amount: Schedule A
Brief Description: hire 2025 seasonal employees for B&G
Add Supporting Docs:
[8154f6bd5a99107a_2025_BG_Seasonal_Employee_Schedule_A.pdf](#)

Additional Comments/Details: Most returning people. Lost a few but found replacements for them.
Agree to Terms: Agree

[unsubscribe](#)



Town of Clifton Park

Buildings & Grounds

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

SCHEDULE A

2025 SEASONAL EMPLOYEES

Jack Normandin Golf Course	\$18.50 per hour	A-7190-E4000
Korri Brady Golf Course	\$17.00 per hour	A-7190-E4000
Mark McLellan Golf Course	\$18.00 per hour (20 hrs./week)	A-7190-E4000
Kathy Bogucki B&G	\$19.50 per hour	A-7110-E4000
Andrew Swayne B&G	\$19.50 per hour	A-7110-E4000
Richard Stern B&G	\$19.50 per hour	A-7110-E4000
John Cady B&G	\$18.50 per hour	A-7110-E4000
Benjamin Frey B&G	\$18.50 per hour	A-7110-E4000
Robert Herold B&G	\$18.50 per hour	A-7110-E4000
Bradyn Pomainville B&G	\$17.00 per hour	A-7110-E4000

Cade Bernardi B&G	\$16.50 per hour	A-7110-E4000
Arietta Williams B&G	\$16.50 per hour	A-7110-E4000
Dave Galka B&G	\$17.50 per hour (20 hours/week)	A-7110-E4000
Christopher Sokol Transfer Station	\$18.50 per hour	A-8160-E4000
Brendan Spulnick Pools	\$18.50 per hour	A-7150-E4600 A-7151-E4600 A-7152-E4600
Melchiorre Chiarenza Pools	\$16.50 per hour	A-7150-E4600 A-7151-E4600 A-7152-E4600



RESOLUTION

#8

PHILIP C. BARRETT
Supervisor

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LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution authorizing the purchase of a Toro Greenspro 1260 Greens Roller and Scraper, under NYS Contract.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks and Recreation, requested authorization to purchase a Toro Greenspro 1260 Greens Roller and Scraper, for use at the Barney Road Golf Course, and

WHEREAS, Grassland Equipment & Irrigation Corporation, Troy Schenectady Road, Latham, NY, as an authorized Toro Dealer, has the Greens Roller per the attached quote, at a total cost not to exceed \$17,783, for purchase under New York State Contract #PC69682, and

WHEREAS, Mr. Clemens has also recommended the equipment be purchased from Grassland Equipment & Irrigation pursuant to the New York State Contract identified above; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the Director of Buildings, Parks and Recreation to purchase the Toro Greenspro 1260 Greens Roller and Scraper, from Grassland Equipment & Irrigation Corp., in a total amount not to exceed \$17,782, to be paid from A-7190-200 (General Fund – Barney Road Golf Course – Equipment).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, January 28, 2025 10:36 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 #1647

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

Sponsor: P. Barrett

Agenda Session Date: 02/03/2025 ✓

Board Meeting Date: 02/24/2025 ✓

Alternate Date: 03/03/2025

Budget Number: A-7190-200

Budget Description: General Fund - Barney Road Golf Course - equipment

Amount: \$17,783

Brief Description: purchase (1) Toro GreensPro 1260 roller from Grassland Equipment under NYS Contract PC69682

Add Supporting Docs:

[23a62c93b689f43b_greens_roller_res_packet_1.27.25.pdf](#)

Additional Comments/Details: This roller will improve the health of the bent grass, reduce amount of times they need to be mowed and make play better for the golfers

Agree to Terms: Agree

[unsubscribe](#)



Count on it.



4536 Morgan Place
Liverpool, New York
Phone: 1-315-457-0181
Parts Fax: 1-800-950-4342
Office Fax: 1-315-457-0312

892-898 Troy Schenectady Rd
Latham, New York
Phone: 1-518-785-5841
Parts Fax: 1-800-950-4342
Office Fax: 1-518-785-5740



QMS Quote #	Q159948
Date:	27-Jan-25
Inquiry Date:	
Prices Subject to Change	Quote Expires in 30 Days
Estimated Delivery:	Varies by Product
Terms:	
Shipped Via:	Truck
Height of Cut:	
Purchase Order #	
Ship to Zip Code	

To: Customer Name: Town of Clifton Park Parks Department
Address:
City State Zip: Clifton Park, NY
Attn: Mike Barber
Phone: 518-265-0630
Email Contact: mbarber@cliftonpark.org

Salesman	Brett Belden
Cell Phone	518-857-9870
Email	bbelden@grasslandcorp.com

Group 40625 Heavy Equipment. Award PGB-22792,
NYS Contract: PC69682 Now to April 30, 2025

In Response to your inquiry, we submit the following Quotation;
Purchase Orders should list the Vendor as Grassland Equipment & Irrigation Corp.

Qty	Model Number	Description	2024 Sugg. Retail Price	Contract Price	Extension
1	44913	GreensPro 1260 (Armrest and LED light kits standard)	\$21,987.00	\$17,149.86	\$17,149.86
1	44911	Smoothing Roller Scraper	\$255.00	\$198.90	\$198.90



1	101-SETUP	Commercial Set Up	\$ 433.72	\$ 433.72	\$433.72
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NOTES		TOTALS	
Delivery Contact Name		Equipment Total @ MSRP	\$22,242.00
Delivery Contact Phone Number		Discount	(\$4,893.24)
Due to the global supply chain, manufacturing lead times may be substantially longer than normal, exceeding 90 Days. Grassland will strive to deliver products in a timely manner, but cannot guarantee lead times. Product pricing for this quote is based off of current manufacturers list pricing, which may change prior to delivery. Grassland agrees to maintain the quoted price if a signed quote and or a purchase order is returned within 30 days.		Total Equipment	\$17,348.76
		Toro Protection Plus	\$ -
		Trade Ins	\$ -
		Set Up	\$ 433.72
		Total	\$17,782.48
Customer Acceptance	Date:	\$17,782.48 ✱	

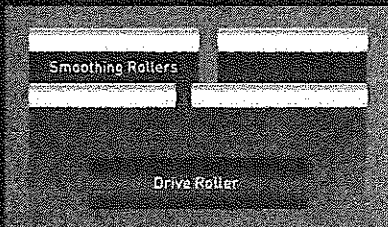
TORO

GreensPro® 1260

GREENS ROLLER

FEATURES

- *Overlapping smoothing rollers eliminate crease marks for a uniform appearance*
- *Operator platform is fully adjustable for unmatched operator comfort and safety*
- *Independent, articulating smoothing heads follow undulations, preserving natural contours*
- *Light tongue weight makes maneuvering simple*
- *Converting from roll to transport is a breeze with the wheel caddy system, and the remarkably light tongue weight makes coupling and de-coupling from the tow vehicle a snap.*
- *Hydraulic motor drive for ease of operation and reduced maintenance*



Offset smoothing roller design for uniform greens appearance and playability

Delivering fast, smooth greens. Easily.

The GreensPro 1260 is in a league of its own, delivering exceptionally smooth and fast greens. The split, overlapping, contour-following smoothing rollers follow undulations delivering exceptionally smooth putting surfaces. The operator platform is fully adjustable for unmatched comfort and operator safety. The hitch system featuring a QuickLatch coupler makes coupling and de-coupling from the tow vehicle for transporting from green to green unbelievably quick and simple. Direct hydraulic motor drive for ease of operation and reduced maintenance. Exceptional greens rolling and ultimate usability. That's the GreensPro 1260.

toro.com



Call your Toro distributor at 800-803-8676

TORO

GreensPro 1260

The Toro GreensPro 1260 riding greens roller is the perfect rolling tool for fine sporting turf such as golf greens, bowling greens and tennis courts. Turf that requires a smooth, high performance surface for optimum playing will benefit from precision greens rolling with the GreensPro 1260.



GREENSPRO 1260, MODEL 44913*	
ENGINE	Honda® GX200 5.5 hp (4.1 kW) @3600 RPM, air-cooled, 4-stroke OHV; mechanically governed.
FUEL	Unleaded gas
TRANSMISSION	Hydrogear PG Pump
DRIVE	Parker hydraulic motor to drive roller
SMOOTHING ROLLS	3.44" (87.5 mm) diameter - 4 split rollers. Overlapping twin steering heads.
TRACTION DRIVE ROLLER	7.24" (183.9 mm) diameter vulcanized rubber coated cylinder, 31.5" (80 cm) long
ROLLING WIDTH	47.2" (120 cm)
GROUND SPEED	Roll: 0-8 mph (0-12.8 km/h) in either direction
CONTROLS	Tilt steering wheel, directional foot pedals, parking brake, engine stop switch, recoil, choke, fuel shut off, light switch, and hourmeter
CONTOUR FOLLOW	Yes
GROUND PRESSURE	3.75 PSI (0.26 Bar)
STEERING	Wheel, adjustable tilt to 40°
SEAT	High-back, adjustable with standard armrests
TRAILER	Integrated with QuickLatch towing system
LIFTING TIRES	16 x 6.50 - 8
LIFTING TIRE PRESSURE	15 PSI (1.03 Bar)
	OVERALL DIMENSIONS (EXCLUDING)
WIDTH	48" (122 cm)
LENGTH	63" (160 cm)
HEIGHT	68" (173 cm)
	OVERALL DIMENSIONS INCLUDING
WIDTH	48" (122 cm)
LENGTH	93" (236 cm)
HEIGHT	47" (119 cm)
WEIGHT	679 lbs. (309 kg)
WARRANTY	Two-year limited warranty. Refer to operator's manual for further details.

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.





RESOLUTION

#9

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution accepting a proposal from DLC Electric, LLC, Troy, NY, for the electrical maintenance, inspection and emergency repair of Clifton Park Traffic Signals and Crosswalks, and to transfer funds from Contingency.

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

WHEREAS, the Town of Clifton Park is responsible for maintaining the operation of 10 traffic signals and crosswalks on Town-owned streets, and

WHEREAS, Dahn Bull, Highway Superintendent, received bids for the maintenance and emergency repairs on January 17, 2025, and

WHEREAS, DLC Electric, LLC, Troy, NY, submitted the sole conforming quote, in the same categories as listed on the attached quote cover sheet; now, therefore be it

RESOLVED, that the Town Board authorizes Dahn Bull, Highway Superintendent, to retain DLC Electric at hourly rates quoted, to perform monthly preventative maintenance on all 10 signals, and emergency repair callouts on the traffic signals; and be it further

RESOLVED, that the monthly maintenance on the signals is estimated to be \$37,050 and the emergency callouts, based on past history, is estimated to be \$25,500, to be paid from A-03310-00215 (General Fund – Traffic Safety - Traffic Safety); and be it further

RESOLVED, that the Comptroller is authorized to transfer \$10,550 from Contingency (A-01990-00015) to A-03310-00215 (General Fund – Traffic Safety - Traffic Safety).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, January 24, 2025 1:39 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 #1643

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

Department: Highway Department

Your Name: Dahn Bull

Your Email: dbull@cliftonpark.org

Sponsor: D Bull

Agenda Session Date: 02/03/2025 ✓

Board Meeting Date: 02/24/2025 ✓

Alternate Date: 02/18/2025

Budget Number: A-3310-215

Budget Description: Traf/Safety/Signs

Amount: \$37,050.00 for 12 months, \$850.00/hour emergency calls.

Brief Description: A resolution hiring DLC Electric, LLC, to perform regular maintenance and emergency repairs on Clifton Park Traffic Signals and Crosswalks.

DLC Electric, LLC, was the lowest responsive bidder (there was only one bidder) with the following rates:

\$285.00/hr. per regular maintenance visit and inspection and \$850.00/hr. per emergency call. Parts and Supplies to be paid separately through the vendor with PO and Voucher.

Bid was announced publicly via the Schenectady Daily Gazette, January 3, 2025.

Add Supporting Docs:

[b4627c1d6fd94334_20250124133444899.pdf](#)

[c5197dfb5ae99307_20250124133521247.pdf](#)

Additional Comments/Details: None at this time.

Agree to Terms: Agree

[unsubscribe](#)

Dahn Bull

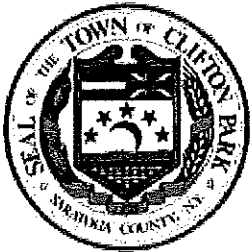
From: Dahn Bull
Sent: Monday, January 6, 2025 11:53 AM
To: mstilsing@stilsingelectric.com
Subject: FW: Bid Notice - Town of Clifton Park Highway Department
Attachments: Traffic signal crosswalk maintenance Public Notice.docx; 2025 Town of Clifton Park – Traffic Signal and Crosswalk Maintenance.pdf

Good Morning,

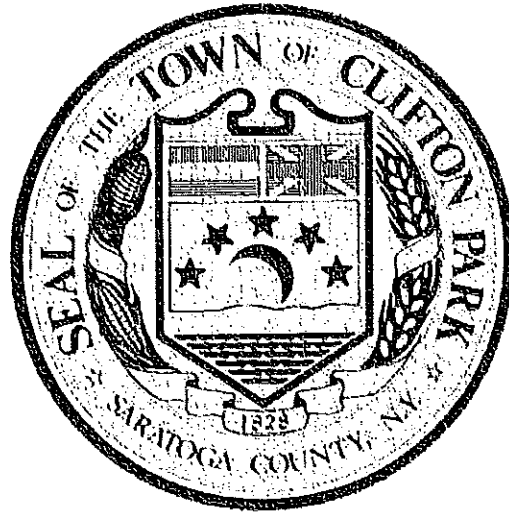
Attached is a public notice from Friday's Daily Gazette, regarding the search for a contractor for the annual maintenance of traffic lights and crosswalks in the Town of Clifton Park. If you have any questions, please feel free to reach out. Due date is January 17, 2025.

Sincerely,

Dahn S. Bull
Superintendent of Highways
Town of Clifton Park
639 Clifton Park Center Road
Clifton Park, NY 12065
Tel: (518) 371-7310
Fax: (518) 373-0039
dbull@cliftonpark.org



Request for Bids



Traffic Signal and Crosswalk Maintenance
Town of Clifton Park
Saratoga County

Town of Clifton Park
c/o Dahn S. Bull
Superintendent of Highways
639 Clifton Park Center Road
Clifton Park, New York 12065

**TOWN OF CLIFTON PARK
HIGHWAY DEPARTMENT**

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TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

IN THE DAILY GAZETTE, SCHENECTADY, NEW YORK, JANUARY 3, 2025

NOTICE TO BID
TRAFFIC SIGNAL AND CROSSWALK MAINTENANCE

Sealed bids to furnish Traffic Signal and Crosswalk Maintenance will be received by the Clifton Park Town Clerk, 1 Town Hall Plaza, Clifton Park, NY 12065, until 3:00 p.m. on January 17, 2025, at which time and place bids will be publicly opened and read. Bid specs are available in the Clifton Park Town Clerk's Office, 1 Town Hall Plaza, Clifton Park, NY during normal working hours. Bid specs will not be mailed or faxed. Contract Period is February 18, 2025, expected start date of February 18, 2025 through February 18, 2026, with an option to extend the contract. The Town of Clifton Park reserves the right to reject any and all bids.

Stephanie Ranze
Town Clerk

TOWN OF CLIFTON PARK

NON-COLLUSIVE BIDDING CERTIFICATION

(Required by Section 103-d of the New York State General Municipal Law)

By Submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed, directly or indirectly, by the Bidder prior to the opening to any other Bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

BIDDER: _____

***BY:** _____
(Signature) (Print/Type Name Here)

TITLE _____ **SEAL*:** _____

ADDRESS _____

PHONE _____ **DATED** _____

FAX _____

FID# _____

**If signed by other than a corporate officer, partner, or owner, a letter of authorization must accompany the Bid with the corporate seal (if applicable).*

**TOWN OF CLIFTON PARK
HIGHWAY DEPARTMENT
NON-COLLUSION AFFIDAVIT**

Every bid or proposal made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

By submission of this bid, each bidder and each person signing on behalf of any bidder, or in the case of joint bid each party thereto, certifies that:

such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

such bid is genuine and collusive or sham;

said bidder has not directly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding;

said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any, profit or cost element of such bid price, nor of that of any other bidder, nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract;

all statements contained in such bid are true;

and, further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown.

thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereto, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

No bid shall be considered for award, neither shall any award be made where above items have not been complied with.

If the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons why the above items have not been complied with. The bid shall not be considered for award, neither shall any award be made, unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or the appointed designee, determines that such disclosure was not made for the purpose of restricting competition.

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature: _____

Print Name: _____

Title: _____

Business Address
Of Bidder: _____

Dated: _____

LEFT BLANK FOR “NYS Prevailing Wage Document”

**Town of Clifton Park
Highway Department
Information for Bidders**

The Town of Clifton Park Highway Department is responsible for the operation, maintenance, and repair of ten (10) traffic signals and twelve (12) crosswalks located throughout the Town of Clifton Park at the following intersections:

Traffic Signal Locations

1. Moe Road and Clifton Park Center
2. Clifton Park Center Road and Clifton Country Road (Hollandale)
3. Clifton Park Center Road and Sitterly Road
4. Clifton Park Center Road and Vischer Ferry Road
5. Sitterly Road and Crossings Boulevard
6. Sitterly Road and Woodin Road
7. Clifton Country Mall Road and Village Green (McDonough Way)
8. Carlton Road Underpass
9. Maxwell Drive and Park Avenue
10. Longkill and Ushers Road

Cross Walk Locations

1. Moe Road and Clifton Park Center
2. Clifton Park Center Road and Clifton Country Road (Hollandale)
3. Clifton Park Center Road and Vischer Ferry Road
4. Sitterly Road and Crossings Boulevard
5. Clifton Country Mall Road and Village Green (McDonough Way)
6. Carlton Road Underpass
7. Maxwell Drive and Park Avenue
8. Longkill and Ushers Road
9. Lapp Road and Crescent Road
10. Moe Road and Crescent Road
11. Moe Road and Grooms Road
12. John J. McKenna Way and Crescent Road

The Town Highway Department is requesting proposals from qualified firms to provide routine maintenance and necessary repair services including emergency traffic signal callouts.

General Information

- Bidders are invited to submit bids for the work of this contract and all appropriate forms included with this package shall be included.
- The term of the contract is for one year, with an option for renewal for up to three additional years subject to the mutual agreement of both parties. Bid prices shall be adjusted at the time of renewal based on the published CPI as determined by the Town.

- Only contractors that have all necessary equipment, repair parts, and demonstrated experience (at least 5 years) in the type of work specified herein shall be considered. Contractor's questionnaire included with this bid package must be completed.
- The selected contractor shall provide a Certificate of Liability Insurance in the maximum amount of \$2,000,000 naming the Town and Town employees as coinsured.

Scope of Services

The contractor shall be responsible for all the day-to-day operations, preventive maintenance, and emergency repairs and callouts, to make the system operational. The following scope of services shall be included in the base contract work for each of the ten (10) signals:

1. Visit each signal a minimum of once every four weeks to perform a preventive maintenance check on operating characteristics and fill out the traffic maintenance record sheet that will be located at each traffic signal location.
2. Relamp each signal at least once each year and be responsible for repairing or replacing any lamps during the course of the contract.
3. Respond to signal malfunctions during normal business hours and emergency callouts within two hours of notification.
4. In the event of signal malfunction, the contractor shall be responsible for making necessary repairs to place the signal system back in operation as quickly as possible. Any repair parts of less than \$50.00 shall be included in the base bid herein. For more expensive necessary repair parts, the contractor shall provide itemized costs to the Town with supplier invoices for reimbursement at supplier's costs with no markup. Major system repair work needed shall be paid on a cost plus basis. No major repair shall be completed without verbal authorization to proceed from the Highway Superintendent.
5. The contractor shall provide all equipment, manpower, including lift trucks and safety equipment required to complete any work on the signal systems. All work will be completed in accordance with NYSDOT Standards. The contractor shall be responsible for compliance with all safety requirements.

BID FORM
(to be returned with bid)

For: Town of Clifton Park

From: _____

Traffic Signal Maintenance & Repair

Date Bid Submitted: _____

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and finish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Information for Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER'S Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that: BIDDER has examined copies of all the Bidding Documents including Addenda.

Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this Bid is submitted.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or Sham Bid. BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding, and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

If the undersigned fails to execute the contract in the foregoing Notice to Bidders, within ten days from the date of notification of the awarding of the contract, the OWNER may, at its option, determine that the undersigned has forfeited the contract and certified check or bid bond accompanying this proposal shall be invoked as liquidated damages for such failure; otherwise it shall be returned to the undersigned.

**TOWN OF CLIFTON PARK
TRAFFIC SIGNAL MAINTENANCE & REPAIR
Bids Due January 17, 2025, by 3:00 PM, Clerks Office**

A. PREVENTATIVE MAINTENANCE VISITS (ALL TEN (10) SIGNALS)

10 signals X 13 visits per year X Unit Price/Visit Bid Price

\$ = \$ _____

B. REPAIR CALLOUTS (ASSUME 4 CALLOUTS PER YEAR PER SIGNAL)

10 signals X 3 Callouts per Signal X Unit Price/Visit Bid Price

\$ = \$ _____

TOTAL BID PRICE

\$

(Sum of A & B)

The estimated number of 30 callouts will be used to determine the lowest bidder. The contractor shall be paid on the actual number of callouts made using the unit price entered above.

Total Bid Price, Written in Words:

_____ **Dollars and** _____ **Cents**

ITEM: Traffic Signal and Crosswalk Maintenance

CONTRACT CLAUSES REQUIRED IN PUBLIC WORK

The execution of the contract by the contractor binds him to the following specific agreements Required by Law:

The contractor specifically agrees, as required by the Labor Law, Section 220 and 220 – D as Amended that:

- (A) No laborer, workman, or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work included in the contract shall be permitted or required to work more than eight (8) hours in one calendar day or more than five (5) days in any one week, except in the emergencies set forth in the Labor Law.
- (B) The minimum hourly rate of wage (including supplements) to be paid shall not be less than the prevailing minimum rate and shall be designated by the State Department of Labor.
- (C) The minimum hourly supplements to be paid shall be in accordance with the prevailing practices in the locality where the contract is located and shall not be less than the prevailing minimum as shall be designated by the State Department of Labor, supplements as defined in Section 220 of the Labor Law, as amended, means all remuneration for employment paid in any medium other than cash or reimbursements for expenses, or any payment which are not wages within the meaning of the Law, including, but not limited to health, welfare, non-occupational disability, retirement, vacation benefits, holiday pay and life insurance.
The labor law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:
- (D) The stipulated wage scale (including supplements) as provided in the Labor Law Section 220-D as amended. The Contractor specifically agrees, as required by the Labor Law, Section 220-E, as amended, that:
- (E) In hiring of employee for the performance of work under the contract or any sub-contractor hereunder, no contractor, sub-contractor, shall be reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which employment relates;
- (F) No contractor, sub-contractor, nor any person on his behalf shall, in any manner, discriminate or intimidate any employee hired for the performance of work under the contract on account of race, creeds, color or national origin;
- (G) The Town of Clifton Park reserves the right to cancel any contract for violation of Title 6 of the Civil Rights Act of 1964 as amended which prohibits such discrimination. The Town reserves it right to assert all remedies of law to remediate proven violations of this section.

CONTRACT CLAUSES REQUIRED IN PUBLIC WORK (Continued)

- a. The contractor specifically agrees, as required by the Labor Law, Section 222, as amended that;
 - i. Preference shall be given to citizens of the State of New York who have been residents for at least six (6) consecutive months prior to the commencement of their employment;
 - ii. Persons other than citizens of the State of New York may be employed when New York citizens are not available;
 - iii. The contractor shall keep a list of his employees stating whether they are citizens of the State of New York, native born citizens or naturalized citizens, and in the case of naturalization, the date thereof, and the name of the Court in which granted, and
 - iv. If the Labor Law, Section 220, as amended, be not complied with, the contract shall be void.
- (H) The contractor specifically agrees, as required by the Labor Law, Section 222-A, as amended, that
 - a. If in the construction of the work, a harmful dust hazard be created for which appliances or methods for the elimination of harmful dust have been approved by the Board of Standards and Appeals, such appliances or methods, shall be installed and maintained and effectively operated by the contractor.
 - b. If the Labor Law, Section 222-A, as amended, is not complied with, the Town reserves all remedies available at law.
- (I) The contractor specifically agrees, as required by the State Finance Law, Section 138, that
 - a. He is prohibited by law from assigning, transferring conveying, sub-letting or otherwise disposing of the contract, or of their right, title or interest therein, or his power to execute such contract to any other person, company, or corporation, without the previous consent in writing of the Town Superintendent of Highways in Clifton Park.
- (J) A transcript of general regulation No. 1 as issued by the State Commissioner against discrimination which states; "It is hereby agreed by and between the parties hereto that every contractor or sub-contractor engaged in the public work described in this contract shall post and maintain at each of his establishments and at all places at, which the public work described hereunder is being conducted, the notice of the State Commission against discrimination indicating the substantive provision of the Law against discrimination, where complaints may be filed, and other pertinent information. Such notice shall be posted in easily accessible and well-lighted places customarily frequented by employees and applicants for employment.
- (K) The contractor specifically agrees, as required by Section 139a and 139b of the State Finance Law, and Sections 103a and 103b of the General Municipal Law, that upon his refusal when called before a grand jury to testify concerning any transaction or contract had with the town, any political sub-division thereof, a public authority or with any public department, agency or official of the State or of any political sub-division thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.
 - a. The contractor and any member, partner, director, or officer, thereof, shall be disqualified from thereafter selling to or submitting bids or receiving awards from or entering into any contracts with the town or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and
 - b. Any and all contracts made with the Town, or any public department, agency or officials thereof, since the effective date of this law, by such contractor and by any firm, partnership or corporation of which his is a member, partner, director, or officer may be cancelled or terminated by the Town without incurring any penalty or damages on account of such cancellation or termination, but any money's owing by the Town for goods delivered or work done prior to the cancellation or termination shall be paid.

CONTRACT CLAUSES REQUIRED IN PUBLIC WORK (Continued)

NON-COLLUSIVE BIDDING CERTIFICATION:

(Section 103d General Municipal Law)

(A) The bidder certifies that:

- a. The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the types described in the invitation of bids, and
- b. The contents of the bid have not been communicated by the bidder, nor to its best knowledge and belief, by any of its employees or agents to any person not an employee or agent of the bidder or its surety of any bond furnished herewith prior to official opening of the bid.

Appendix A

GENERAL MUNICIPAL LAW

Section 103-D

1. [Eff. until June 1, 2018, pursuant to L.2010, c. 56, pt. FF, § 13, subd. 2 and L.2003, c. 62, pt. X, § 41, subd. (a). See, also undesig. par. below.] Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification. [Eff. June 1, 2018. See, also subd. 1, opening par. above.] Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification. “(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief: (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.” (a-1) [Expires and deemed repealed June 1, 2018, pursuant to L.2010, c. 56, pt. FF, § 13, subd. 2 and L.2003, c. 62, pt. X, § 41, subd. (a).] Notwithstanding the foregoing, the statement of non-collusion may be submitted electronically in accordance with the provisions of subdivision one of section one hundred three of the general municipal law. (b) A bid shall not be considered for award nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a). 2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Appendix B

New York State Department of Transportation Standard Specifications

These specifications are updated three times a year, effective with the first Letting of January, May or September.

The updated specifications are available on the NYSDOT's website at:

<https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us>

Latest Specifications can be found at:

https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc/usc-repository/2017_5_specs_usc_final.pdf

BID FORM
(to be returned with bid)

For: Town of Clifton Park

From: DLC Electric, LLC

Traffic Signal Maintenance & Repair

Date Bid Submitted: 1/17/25

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and finish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Information for Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER'S Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that: BIDDER has examined copies of all the Bidding Documents including Addenda.

Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this Bid is submitted.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or Sham Bid. BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding, and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

If the undersigned fails to execute the contract in the foregoing Notice to Bidders, within ten days from the date of notification of the awarding of the contract, the OWNER may, at its option, determine that the undersigned has forfeited the contract and certified check or bid bond accompanying this proposal shall be invoked as liquidated damages for such failure; otherwise it shall be returned to the undersigned.

TOWN OF CLIFTON PARK**NON-COLLUSIVE BIDDING CERTIFICATION***(Required by Section 103-d of the New York State General Municipal Law)*

By Submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed, directly or indirectly, by the Bidder prior to the opening to any other Bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

BIDDER: DLC Electric, LLC

***BY:** Margaret Cioffi Margaret Cioffi
(Signature) (Print/Type Name Here)

TITLE Managing Member **SEAL*:**

ADDRESS 479 State Route 40
Troy, NY 12182

PHONE 518-326-8130 **DATED** 1/17/25

FAX 518-326-8132

FID# 26-3478565

**If signed by other than a corporate officer, partner, or owner, a letter of authorization must accompany the Bid with the corporate seal (if applicable).*

**TOWN OF CLIFTON PARK
HIGHWAY DEPARTMENT
NON-COLLUSION AFFIDAVIT**

Every bid or proposal made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

By submission of this bid, each bidder and each person signing on behalf of any bidder, or in the case of joint bid each party thereto, certifies that:

such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

such bid is genuine and collusive or sham;

said bidder has not directly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding;

said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any, profit or cost element of such bid price, nor of that of any other bidder, nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract;

all statements contained in such bid are true;

and, further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown.

thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereto, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

No bid shall be considered for award, neither shall any award be made where above items have not been complied with.

If the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons why the above items have not been complied with. The bid shall not be considered for award, neither shall any award be made, unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or the appointed designee, determines that such disclosure was not made for the purpose of restricting competition.

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature: Margaret Cloffi

Print Name: Margaret Cloffi

Title: Managing Member

Business Address

Of Bidder: 479 State Route 40 Troy, NY 12182

Dated: 1/17/25

**TOWN OF CLIFTON PARK
TRAFFIC SIGNAL MAINTENANCE & REPAIR
Bids Due January 17, 2025, by 3:00 PM, Clerks Office**

A. PREVENTATIVE MAINTENANCE VISITS (ALL TEN (10) SIGNALS)

10 signals X 13 visits per year X Unit Price/Visit Bid Price

$\boxed{\$285.00} = \$ \underline{37,050.00} *$

B. REPAIR CALLOUTS (ASSUME 4 CALLOUTS PER YEAR PER SIGNAL)

10 signals X 3 Callouts per Signal X Unit Price/Visit Bid Price

$\boxed{\$850.00} = \$ \underline{25,500.00}$

TOTAL BID PRICE

$\boxed{\$62,550.00}$

(Sum of A & B)

The estimated number of 30 callouts will be used to determine the lowest bidder. The contractor shall be paid on the actual number of callouts made using the unit price entered above.

Total Bid Price, Written in Words:

Sixty Two Thousand, Five Hundred and Fifty Dollars and Zero Cents