

TOWN OF CLIFTON PARK TOWN BOARD MEETING

May 05, 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 by Dr. Oliver Robinson- Shenendehowa Central School District 2025-2026 School Budget vote**
- **Presentation- Proclamation award to Frank Berlin**
- **Presentation- Town Historian and Historic Preservation Awards**
- **Presentation- Bronze-certified Climate Smart Community presentation**
- **Resolutions for Consideration**
- **Other Business**

VII. Open Public Privilege

NOTE:

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

VIII. Adjournment

Resolutions for Consideration
Clifton Park Town Board Meeting
May 05, 2025

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Historic Preservation	Authorize the inclusion of 339 Riverview Road in the Town's Register of Historic Places	P. Barrett
2. Town Board	Authorize allocation of \$1,000,000 as an additional investment in road paving and \$1,000,000 as an additional investment in stormwater infrastructure for 2025	P. Barrett
3. Town Board	Authorize creation of the Woodland Hills Park District	P. Barrett
4. Town Board	Authorize classification of the establishment of the Woodland Hills Park District as an Unlisted Action pursuant to SEQRA	P. Barrett
5. Town Board	Authorize ESAB Alternate member status change and approve appointment of new ESAB Alternate member	P. Barrett
6. Town Board	Schedule a public hearing on a proposal to amend Chapters 152 and 153 of the Town Code to prohibit the use of e-bikes in Town nature preserves and Town parks	P. Barrett
7. Town Board	Request that the NYS Legislature amend Labor Law §130 to permit the employment of minors under fourteen years of age as referees, umpires, or field judges at sporting events	P. Barrett
8. Town Board	Request an amendment to General Municipal Law §3-c exempting solar PILOT agreements from tax cap calculations	P. Barrett
9. Supervisor	Accept a quote from Traffic Systems, Inc. for two (2) Rectangular Rapid Flash Beacons for pedestrian crosswalks	P. Barrett

10. Buildings & Grounds	Authorize the Supervisor to grant an access easement to National Grid for the provision of relocation of electrical and gas service at the Transfer Station	P. Barrett
11. Buildings & Grounds	Authorize hiring of Zachary Lawlor for the 2025 season	P. Barrett
12. Buildings & Grounds	Authorize accepting the quote from Dirt & Décor for landscape work in the Clifton Knolls Park District	P. Barrett
13. Parks & Recreation	Authorize hiring of Camp Counselors and Alternate Counselors for the 2025 Summer season	L. Walowit & A. Reid
14. Parks & Recreation	Authorize hiring of a Pool Manager for Barney Road pool for the 2025 season	L. Walowit & A. Reid
15. Parks & Recreation	Authorize Supervisor to execute an agreement with the Piranhas Swim Club for use of the Country Knolls Pool	L. Walowit & A. Reid
16. Planning	Authorize acceptance of 9.26± acres of land from C&J Property Holdings, LLC	P. Barrett
17. Planning	Schedule a Public Hearing on June 16, 2025 to consider adoption of a Planned Development District for Bass Pro Shops Signage at 400 Clifton Park Center Road	P. Barrett
18. Planning	Authorize Supervisor to execute an agreement to accept grant funding from the NYS Department of Agriculture and Markets Farmland Protection Plan Grant program	P. Barrett
19. Planning/Zoning	Authorize issuance of a Mass Gathering Permit to sponsor a carnival at Clifton Park Center	P. Barrett
20. Comptroller	Authorize creation of Board Designated fund to account for proceeds of pictures of the Vischer Ferry Nature Preserve	A. Reid
21. Security	Authorize hiring of a part-time Armed Court Officer	P. Barrett



RESOLUTION

#1

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution designating the Eldert and Abram Van Woert House to be placed on the Clifton Park Town Register of Historic Places.

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

WHEREAS, Chapter 208-78 of the Clifton Park Town Code through Resolution No. 16 of 1999, established a Town Register of Historic Places, and

WHEREAS, local honorary listing of buildings, structures, objects, sites and historic districts deemed by the Historic Preservation Commission to be of significant historic value, are eligible for inclusion within the register, and

WHEREAS, inclusion within the local register does not require or cause the property owners on the Historic Register to have restrictions on what they may do with their property, and

WHEREAS, the Town of Clifton Park Historic Preservation Commission has recommended that the Eldert and Abram Van Woert House, 339 Riverview Road, Rexford, (SBL 287.16-1-9), be added to the Town Register of Historic Places, and

WHEREAS, the Van Woert House was built by Eldert Van Woert between 1837 and 1850 and was acquired by his son Dr. Abram Van Woert in 1867 from his father's estate, and

WHEREAS the home has been occupied since 1970 by Alan and Barbara Maddaus, who have rescued and restored this historic home with the help of master carpenter Niko Petersen, and

WHEREAS, structures placed on this Register will be given historic status for purposes of Town-wide recognition and as such shall be provided with appropriate marker and inclusion in a Town brochure identifying all sites so designated; now, therefore, be it

RESOLVED, that the Town Board hereby adds the Eldert and Abram Van Woert House, 339 Riverview Road, Rexford, to the Town Register of Historic Places.



RESOLUTION

#2

PHILIP C. BARRETT
Supervisor

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LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

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AGATHA REID
Councilwoman

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ANTHONY F. MORELLI
Councilman

Resolution No. ___ of 2025, a resolution authorizing a transfer of \$1,000,000 for stormwater infrastructure projects and authorizing an additional transfer for Town road paving up to \$1,000,000 to the Highway Fund from the General Fund, and amending the Highway Superintendent's 2025 Paving Budget report per the proposed Section 284 agreement.

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

WHEREAS, the Town Board wishes to add funds to the 2025 Highway Paving Budget for the purpose of including additional streets and neighborhoods to those in the proposed Section 284 agreement, and

WHEREAS, there are sufficient funds in the General Fund Unassigned Fund Balance for a transfer to the Highway Fund for both stormwater infrastructure and paving; now, therefore be it

RESOLVED, that authorization is hereby granted to the Comptroller to transfer an amount not to exceed \$2,000,000 for stormwater infrastructure and paving projects from Unassigned Fund Balance (A-00914), with an increase in expenditures of \$2,000,000 to A-01972-00132 (General Fund – Tax Stabilization – Highway Tax Stabilization); and be it further

RESOLVED, that authorization is hereby granted to the Comptroller to increase revenues in the Highway Fund \$2,000,000, DA-0532 (Highway Fund – Tax Stabilization) and to increase expenditures \$1,000,000 DA-05110-00030 (Highway Fund – Highway Construction – Paving) and \$1,000,000 DA-05110-00037 (Highway Fund - Highway Construction – Slip lining); and be it further

RESOLVED, that the streets shall be paved during the 2025 paving season, using the mill and pave method already specified for all other streets currently named in said agreement, and the Highway Superintendent shall add the streets, when they are determined, to the 284 agreement for 2025; and be it further

RESOLVED, that the proposed Highway Law §284 agreement is to be amended accordingly, and the Clerk is asked to keep and file a copy of this resolution with the 284 agreement when it is approved.



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 authorizing creation of the Woodland Hills Park District.

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

WHEREAS, the Town Board of the Town of Clifton Park (the “Town”) proposes to undertake the formation of a Park District for the Woodland Hills Subdivision to the north of Route 146 between Arnold Drive and George Drive, as described in the Map, Plan and Report prepared by the Town of Clifton Park’s Planning staff, which is on file in the Town Clerk’s office, and

WHEREAS, the maximum annual cost of the services to be performed by the Park District in the first year is \$3,200, and

WHEREAS, the annual costs of the Park District to the typical property within the District is \$21.57, which will be financed through ad valorem assessments upon each of the properties listed above, and

WHEREAS, the Town Board held a public hearing on April 21, 2025 to hear all persons interested in the creation of the Woodland Hills Park District at Town Hall, One Town Hall Plaza, Clifton Park, New York; now, therefore, be it

RESOLVED, that the Town Board of the Town of Clifton Park hereby determines that:

1. The notice of hearing was published and posted as required by law and is otherwise sufficient.
2. All the property and property owners within the proposed District are benefited thereby.
3. All the property and property owners benefited are included within the limits of the proposed District.
4. The establishment of this District is in the public interest;

and be it further

RESOLVED, that the Map, Plan and Report prepared by Town Planning Staff dated April 2025 be adopted; and be it further

RESOLVED, that the Town Board hereby approves the establishment of the Woodland Hills Park District as the boundaries are identified within the adopted Map, Plan and Report, and approves of the expenditures for maintenance and services as outlined in the report, as may be amended from time to time by the Park District through the annual Budget process, to be offset by assessments on the property benefited, such assessments and charges to be assessed, levied and collected in the same manner as all other charges against the District, consistent with the engineering Map, Plan and Report as adopted.



RESOLUTION

#4

PHILIP C. BARRETT
Supervisor

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LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

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AGATHA REID
Councilwoman

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ANTHONY F. MORELLI
Councilman

Resolution No. ___ of 2025, a resolution classifying the establishment of the Woodland Hills Park District as an Unlisted Action pursuant to the State Environmental Quality Review Act (SEQRA) and issuing a negative declaration.

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

WHEREAS, the Town of Clifton Park Town Board has reviewed the proposed establishment of the Woodland Hills Park District located within the Woodland Hills Subdivision, and

_____ WHEREAS, the proposed action involves the management of approximately 7.81 acres of public open space within the Woodland Hills Neighborhood, including activities such as mowing, tree trimming and removal, landscaping, and maintenance of entrance signs, and

WHEREAS, the Town Board has conducted a thorough review of the environmental impacts of the proposed action in accordance with the New York State Environmental Quality Review Act (SEQRA), and

WHEREAS, the Town Board has determined that the proposed action constitutes an Unlisted Action pursuant to SEQRA, and

WHEREAS, the Town Board has evaluated the environmental considerations associated with the proposed action, including:

1. Mowing Open Space Areas: Weekly mowing over approximately 30 weeks, with additional spring and fall clean-ups, maintaining the ecological health and natural beauty of the open spaces without causing significant environmental disruption.
2. Tree Trimming & Removal: Removal of dead or diseased trees and trimming as needed to prevent potential hazards and promote the health of remaining vegetation, ensuring minimal environmental impact.
3. Landscaping, Flowers & Shrubs: Landscaping activities, including mulching and planting annual and perennial flowers, enhancing the aesthetic appeal of the park district without adversely affecting the environment.
4. Entrance Signs: Maintenance of entrance signs involving minor repairs and upkeep, which will not result in significant environmental changes; and

WHEREAS, based on the information provided and the environmental considerations evaluated, the Town Board concludes that the establishment of the Woodland Hills Park District will not result in significant adverse environmental impacts; now, therefore, be it

RESOLVED, that the Town of Clifton Park Town Board hereby classifies the establishment of the Woodland Hills Park District as an Unlisted Action pursuant to SEQRA; and be it further

RESOLVED, that the Town Board, based on the information reviewed, hereby issues a Negative Declaration for the establishment of the Woodland Hills Park District, indicating that the project will not have a significant adverse impact on the environment, and be it further

RESOLVED, that the Town Board authorizes the Town Supervisor to sign documentation and take any other steps required to implement this resolution.

Short Environmental Assessment Form

Part 1 - Project Information

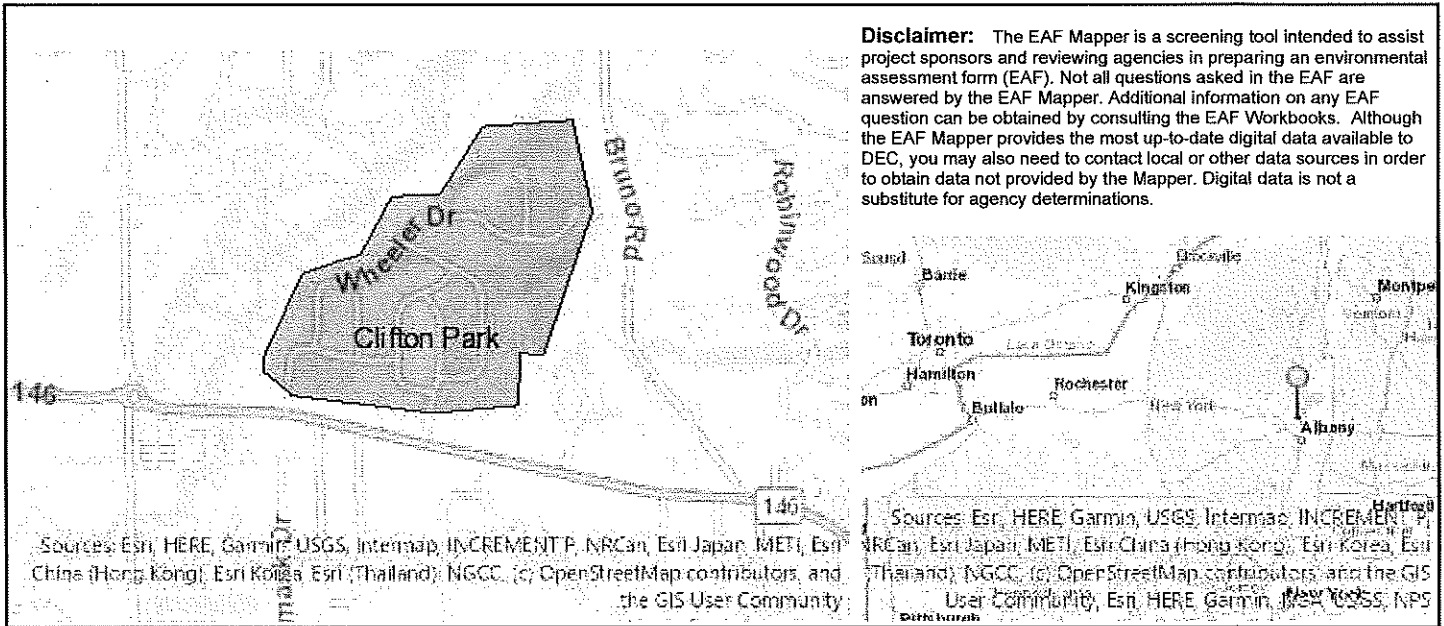
Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
Town of Clifton Park Town Board			
Name of Action or Project: Establishment of Woodland Hills Park District			
Project Location (describe, and attach a location map): Woodland Hills Subdivision (per attached maps)			
Brief Description of Proposed Action: The Woodland Hills Park District aims to manage approximately 7.81 acres of public open space within the Woodland Hills Neighborhood. The district will oversee the maintenance and operation of park amenities, including mowing, tree trimming and removal, landscaping, and maintenance of entrance signs.			
Name of Applicant or Sponsor: Town of Clifton Park Town Board		Telephone: 518-371-661	
		E-Mail: planning@cliftonpark.org	
Address: Clifton Park Town Hall, One Town Hall Plaza			
City/PO: Clifton Park		State: NY	Zip Code: 12065
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input checked="" type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		94 +/- acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		7.81 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

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



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	No

Project:	Woodland Hills Park District
Date:	April 21, 2025

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

Part 2 is to be completed by the Lead Agency.

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

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

Project: Woodland Hills PD

Date: April 21, 2025

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

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

See attached Notice of Non-Significance

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Town of Clifton Park Town Board

April 21, 2025

Name of Lead Agency

Date

Philip C. Barrett

Town Supervisor

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

John P. Scavo

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT FORM

Notice of Non-Significance

Project: Establishment of Woodland Hills Park District

Location: Woodland Hills Subdivision, Clifton Park, NY

Lead Agency: Town of Clifton Park Town Board

Date: April 21, 2025

Introduction:

The Clifton Park Town Board has conducted a thorough review of the proposed establishment of the Woodland Hills Park District in accordance with the New York State Environmental Quality Review Act (SEQRA). Based on the scope of activities outlined in the attached proposal, the Town Board has determined that the project, which constitutes an Unlisted Action pursuant to the SEQRA, will not have a significant adverse impact on the environment.

Project Description:

The Woodland Hills Park District aims to manage approximately 7.81 acres of public open space within the Woodland Hills Neighborhood. The district will oversee the maintenance and operation of park amenities, including mowing, tree trimming and removal, landscaping, and maintenance of entrance signs.

Environmental Considerations:

1. Mowing Open Space Areas:

- Mowing will be conducted weekly over approximately 30 weeks, with additional spring and fall clean-ups. This activity will maintain the ecological health and natural beauty of the open spaces without causing significant environmental disruption.

2. Tree Trimming & Removal:

- Dead or diseased trees will be removed, and trimming will be performed as needed. These actions will prevent potential hazards and promote the health of remaining vegetation, ensuring minimal environmental impact.

3. Landscaping, Flowers & Shrubs:

- Landscaping activities, including mulching and planting annual and perennial flowers, will enhance the aesthetic appeal of the park district without adversely affecting the environment.

4. Entrance Signs:

- Maintenance of entrance signs will involve minor repairs and upkeep, which will not result in significant environmental changes.

Conclusion:

After evaluating the proposed activities, the Clifton Park Town Board concludes that the establishment of the Woodland Hills Park District will not result in significant adverse environmental impacts. The project is designed to preserve and enhance the existing natural and built environment within the neighborhood and such activities have zero environmental impact or affect on nearby historic or archeologically significant locations.

Determination:

Based on the information provided and the environmental considerations evaluated, the Clifton Park Town Board issues a **Negative Declaration** for the establishment of the Woodland Hills Park District, indicating that the project will not have a significant adverse impact on the environment.

Contact Information:

For further details, contact John P. Scavo, Director of Planning & Zoning, Town of Clifton Park, One Town Hall Plaza, Clifton Park, NY 12065



RESOLUTION

#5

PHILIP C. BARRETT
Supervisor

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LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

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AGATHA REID
Councilwoman

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ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution appointing new members to the Emergency Services Advisory Board.

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

WHEREAS, openings exist for Members and Alternates from the West Crescent Fire District, to the Emergency Services Advisory Board (ESAB), and

WHEREAS, the Chief, Bureau of Fire Prevention, John DeSimone, recommends Dennis Ayotte, Clifton Park, NY to change status from Alternate Member to Primary Member to fill the vacancy resulting from Steve Bonesteel's resignation, and

WHEREAS, Mr. DeSimone recommends John Meehan, Halfmoon, NY, to be appointed to Alternate Member to the ESAB to fill the vacancy resulting from Dennis Ayotte's move from Alternate Member to Primary Member; now, therefore, be it

RESOLVED, that Dennis Ayotte and John Meehan are hereby appointed, as designated, from the West Crescent Fire District to the Emergency Services Advisory Board, with terms to expire December 31, 2025 and December 31, 2026, respectively.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, April 7, 2025 12:42 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; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1739

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

Department: Building Department
Your Name: John DeSimone/Town of Clifton Park
Your Email: jdesimone@cliftonpark.org
Sponsor: P. Barrett
Agenda Session Date: 04/21/2025 ✓
Board Meeting Date: 05/05/2025 ✓
Alternate Date: 05/12/2025
Budget Number: N/A
Budget Description: N/A
Amount: N/A
Brief Description: Resolution to change ESAB members of the West Crescent Fire District due to Mr. Steve Bonesteel's resignation. Change the status of Mr. Dennis Ayotte from alternate to Primary ESAB representative. Add Mr. John Meehan as the alternate ESAB member. Dennis Ayotte resides at 1440 Crescent Rd Clifton Park, NY 12065. Mr. John Meehan resides at 131 Beach Rd Halfmoon, NY 12065.
Add Supporting Docs:
Additional Comments/Details: No additional information
Agree to Terms: Agree

[unsubscribe](#)



RESOLUTION

#6

PHILIP C. BARRETT
Supervisor

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LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

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AGATHA REID
Councilwoman

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ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution scheduling a public hearing on a proposal to amend Chapters 152 and 153 of the Town Code to prohibit the use of e-bikes in Town nature preserves and Town parks.

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

WHEREAS, Municipal Home Rule Section 10 (12) authorizes local governments within New York to protect the health, safety, and well-being of persons and property within its jurisdiction, and

WHEREAS, the Town Board finds and determines that the use of e-bikes in Town nature preserves and Town parks creates a danger to the health, safety and well-being of persons within Town nature preserves and Town parks, and

WHEREAS, the Board intends to provide such protections as may be necessary to ensure the safety of persons using Town nature preserves and Town parks for recreation, and

WHEREAS, the Town Board wishes to solicit public comments on a proposal to amend the Town Code to prohibit e-bikes in Town nature preserves and Town parks; now therefore, be it

RESOLVED, that a public hearing will be held on May 19, 2025 at 7:02 pm in the Wood Memorial room, One Town Hall Plaza, Clifton Park, N.Y. on a proposal to amend Chapters 152 and 153 of the Town Code to prohibit the use of e-bikes in Town nature preserves and Town parks; and be it further

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

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, April 28, 2025 10:24 AM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1775

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

Department: Legal
Your Name: Cindy Zlogar
Your Email: czlogar@cliftonpark.org
Sponsor: P. Barrett
Agenda Session Date: 05/05/2025 ✓
Board Meeting Date: 05/05/2025 ✓
Alternate Date: 05/05/2025
Budget Number: N/A
Budget Description: N/A
Amount: N/A
Brief Description: Schedule a public hearing for 05/19/2025 on a proposal to amend Chapters 152 & 153 of the Town Code to prohibit the use of e-bikes in Town nature preserves and parks.
Add Supporting Docs:
[2b9175d82c05ce0b_2025-04-25_Changes_to_Town_Code_e-bikes.pdf](#)
Additional Comments/Details: N/A
Agree to Terms: Agree

[unsubscribe](#)

Ch 152 Nature Preserves

§152-4 Motorized vehicles restricted

Motorized vehicles or crafts of any sort, except for emergency vehicles and vehicles operated by police, environmental conservation officers, town officials or others designated by them on official business, are banned from the nature preserves. This shall include motor vehicles, all-terrain motorized vehicles, snowmobiles, **motorized** trail bikes (**light off road motorcycles**), motorcycles, motor boats, **e-bikes (an e-bike is an electric bicycle equipped with a motor and a battery that assists in pedaling)**, or any other motor-driven craft. This shall not apply to wheelchairs or motorized vehicles designed to enable an individual with a disability.

§152-6 Prohibited acts.

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

D. Operate any motor vehicle of any sort on any field, court, park or recreational facility other than for official purposes and in designated areas. This shall include motor vehicles, all-terrain motorized vehicles, snowmobiles, **motorized** trail bikes (**light off road motorcycles**), motorcycles, **e-bikes (an e-bike is an electric bicycle equipped with a motor and a battery that assists in pedaling)**, or any other motor-driven craft.

Ch 153 Parks

§153-4 Prohibited acts.

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

D. Operate any motor vehicle of any sort on any field, court, park or recreational facility other than for official purposes and in designated areas. This shall include motor vehicles, all-terrain motorized vehicles, snowmobiles, **motorized** trail bikes (**light off road motorcycles**), motorcycles, **e-bikes (an e-bike is an electric bicycle equipped with a motor and a battery that assists in pedaling)**, or any other motor-driven craft.

§153-21 Motorized vehicles restricted.

Motorized vehicles or crafts of any type are prohibited and shall not be parked or operated on trails within the Town. This shall include, but not be limited to, motor vehicles, all-terrain motorized vehicles, snowmobiles, motorized trail bikes (**light off road motorcycles**), motorcycles, **e-bikes (an e-bike is an electric bicycle equipped with a motor and a battery that assists in pedaling)**, or any other motor-driven vehicle or craft. This provision shall not apply to emergency vehicles or vehicles operated by police, environmental officers, Town officials or others designated by them on official business, or motorized wheelchairs or other motorized vehicles designed to enable an individual with a disability.



RESOLUTION

#7

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. of 2025, a resolution requesting that the New York State Legislature amend Labor Law §130 to permit the employment of minors under fourteen years of age as referees, umpires, or field judges at sporting events.

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

WHEREAS, New York State Labor Law §130 currently only permits the employment of minors under fourteen years of age as child performers or models, and a minor eleven years of age as a newspaper carrier, and minors twelve or thirteen years of age in certain farm related activities or as a bridge caddie at a bridge tournament, and

WHEREAS, minors under fourteen years of age are capable of serving as referees, umpires, and field judges at youth sporting events, and

WHEREAS, it is currently standard practice, and has been for decades, for Youth Sports Leagues and similar organizations throughout Saratoga County and New York State to compensate individuals under the age of 14 to serve as referees, umpires and field judges, and

WHEREAS, minors under fourteen years of age are often trained to serve as referees, umpires, and field officials, and

WHEREAS, the inability to employ minors under the age of fourteen as referees, umpires, and field officials will result in diminished opportunities for sports organizations to provide competitive games and increase expenses for parents if other referees, game officials or field judges can be recruited, and

WHEREAS, it is a well-known fact there is a lack of referees, umpires and field judges at every level of youth sports, and

WHEREAS, permitting minors under the age of fourteen to be employed as referees, umpires, and field officials will provide useful life skills to minors so employed and will increase the opportunities for scheduling youth sporting events, and

WHEREAS, the employment of individuals for this purpose should follow all New York State Laws applicable to proper compensation, and

WHEREAS, we further request any organization that has been fined for employing individuals under the age of 14 in this capacity, have the funds returned to the organization by New York State, and

WHEREAS, Supervisor Barrett and the Town Board of the Town of Clifton Park supports the amendment of New York State Labor Law §130 to provide for the employment of minors under the age of fourteen as referees, umpires, and field officials at youth sporting events; now, therefore, be it

RESOLVED, that the Town Board of the Town of Clifton Park requests that the New York State Legislature amend Labor Law §130 to permit the employment of minors under fourteen years of age as referees, umpires, or field judges at sporting events.



RESOLUTION

#8

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. of 2025, a resolution requesting an amendment to General Municipal Law §3-c exempting solar PILOT agreements from tax cap calculations.

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

WHEREAS, the annual growth of the total amount to be raised through property taxes charged on a municipalities taxable assessed value of property is capped at a specific percentage increase based on the results of calculations through the tax formula, and

WHEREAS, the available annual amount of taxes to be levied is reduced by the PILOT payments made to a municipality, and

WHEREAS, the Town of Clifton Park has been a leader in the advent of solar energy and has ten (10) solar arrays already constructed within the Town, and

WHEREAS, the Town of Clifton Park's efforts to encourage and approve solar projects are consistent with New York State's alternative energy initiatives, and

WHEREAS, deducting the solar PILOT payments from a municipalities tax cap serves as a penalty and discouragement to approving such projects by reducing the funding available to a municipality for municipal operations and initiatives; now, therefore, be it

RESOLVED, that the Town Board of the Town of Clifton Park requests that the New York State Legislature amend General Municipal Law §3-c to exempt payments to a municipality pursuant to a solar PILOT be exempt from reducing the total amount to be raised through property taxes charged on the municipalities assessed value of property.



RESOLUTION

#9

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 one (1) two-piece flashing crosswalk system.

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

WHEREAS, by Resolution No. 117 of 2017 and No. 141 of 2018, the Town was authorized to purchase flashing beacons to increase awareness at pedestrian crosswalks at several locations throughout town, and

WHEREAS, the Town Board wishes to expand the program by the acquisition of additional units, which provide uniformity within the Town and have become recognizable to motorists and users, and

WHEREAS, the flagship crosswalk systems previously acquired by the Town perform as intended and are successful in raising awareness of speeds and of the crosswalks and trails where they have been implemented, and

WHEREAS, the proposed crosswalk beacons will be installed at the following location:

- Crosswalk at the intersection of Par Del Rio and Moe Road, and

WHEREAS, the Town Board is compelled to establish required timeframes for installation of these public safety devices due to the issues of delay in the installation of previously authorized crosswalk beacons, and

WHEREAS, Traffic Systems, Inc, 1 Corporate Dr., Suite 1, Holtsville, NY, an authorized distributor of crosswalk beacons, provided the sole source options, per the attached; now, therefore be it

RESOLVED, that authorization is hereby granted for the purchase of one (1) two-piece Carmanah R-920E Solar RRFB Crosswalk System, at a total cost of \$6,650, from A-3310-0200 (Traffic Safety – Equipment), and be it further,

RESOLVED the location listed above will have the beacons installed by the Highway Department within 2 weeks of delivery, and if the beacons are not installed within that time frame, a contractor will be hired for the installations.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, April 14, 2025 3:26 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; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1746

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: 04/21/2025 ✓

Board Meeting Date: 05/05/2025 ✓

Alternate Date: 05/05/2025

Budget Number: A-3310-0215

Budget Description: traffic safety- equipment

Amount: 6650.00

Brief Description: Purchase of a 2-piece Carmanah R-920E solar RRFB Crosswalk System at a cost of \$3,325 each totaling \$6,650 to be installed at the intersection of Par Del Rio and Moe Rd. Traffic Systems, Inc. is the authorized distributor of crosswalk beacons and a sole source vendor. Three total quotes have been provided.

Add Supporting Docs:

Additional Comments/Details: Quotes and Sole source letter to follow

Agree to Terms: Agree

[unsubscribe](#)



carmanah®

April 09, 2025

To Whom It May Concern,

Please be advised that **Traffic Systems, Inc.**, is the authorized Preferred Reseller and sole source for **Carmanah Technologies Corporation's** products in New York State.

Traffic Systems, Inc., can provide product training, technical support, warranty, and overall support for our traffic safety products. These products include our rectangular rapid flashing beacons (RRFBs), warning beacons, school zone beacons, and SpeedCheck radar speed displays.

We have a longstanding relationship with Traffic Systems, Inc., and entrust them with all aspects of distributing and supporting our products. If there are any concerns, please contact me to discuss them.

Sincerely,

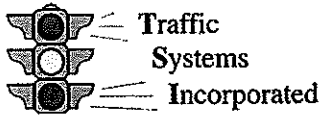
Jesse Fraser

Regional Sales Manager – Roadways, Northeast

Carmanah Technologies Corp.

jfraser@synapse-its.com

250-412-8346



Traffic Systems Inc
 1 Corporate Drive
 Suite 1
 Holtsville, NY 11742
 631-242-4292

SALES QUOTE

Quote #: SQ-250543
 Quote Date: 04/09/2025

BILL TO

Town of Clifton Park
 Buildings & Grounds
 One Town Hall Plaza
 Clifton Park, NY 12065

SHIP TO

Town of Clifton Park
 Buildings & Grounds
 One Town Hall Plaza
 Clifton Park, NY 12065

REFERENCE	TERMS	VALID TO
RRFB Asemblies	Net 30 Days	05/09/2025

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
SALES ITEM	Carmanah R920-E Solar-Powered Dual-Sided RRFB Assembly	Each	6	\$3,325.00	\$19,950.00
TOTAL					\$19,950.00

Message:

- All pricing is confidential
- All items are furnish only, unless noted otherwise.
- If certifications are required, this must be specified at the time of the order and may carry an additional charge. If not done at the time of the order this may elongate the certification process.
- Freight: UPS parcel or courier freight shipping included. Expedited shipping is available at the customer's expense.
- If the order is paid by credit card, the final total will be: \$20,748.00 + Freight (if applicable)
- Terms: If you are a new customer, order must be paid in full. Net 30 pending credit approval for subsequent orders.
- Should the order be cancelled after receipt of PO, a 5% cancellation fee will apply.
- Lead Time after written release and approvals: 4-6 weeks
- This quote is valid for 30 days.
- Item 680.82254310
 Includes solar engine, (2) lightbars, 9"x12" PB assembly
 Pole, base, and anchor bolts not included



Quote

FROM

Coastal Traffic Inc.
 26 Brickyard Ct. Unit 1
 York, ME 03909
 (207)-351-8673
 www.Coastaltrafficinc.com

PRESENTED TO

Town of Clifton Park
 Buildings & Grounds
 One Town Hall Plaza
 Clifton Park, NY 12065

Project:		RRFB			
Date	Quote #	Rep	FOB	Terms	
4/10/2025	23591	KM	Destination	Net 30	
Description			Qty	Cost	Total
R920-E RRFB - Full Crosswalk Assembly			3	7,700.00	23,100.00
			<i>1 @ 3850 each</i>		
			Total		\$23,100.00

Thank you for the opportunity!

ESTIMATE

Nova Tech, LLC
480 Forest Ave, Ste LL100, NY

Jessica@NovaTechLLCNY.com
+1 (631) 365-9785



Bill to

Town of Clifton Park
Town of Clifton Park

Ship to

Town of Clifton Park
Town of Clifton Park

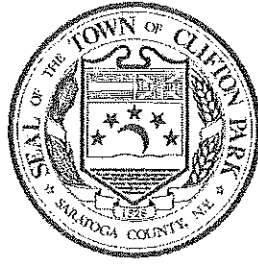
Estimate details

Estimate no.: 1108
Estimate date: 04/09/2025

Description	Qty	Rate	Amount
Carmanah R920-E Solar-Powered Dual-Sided RRFB Assembly	6	\$3,450.00 ea.	\$20,700.00
Standard shipping included			
	Total		\$20,700.00

Accepted date

Accepted by



RESOLUTION

#10

PHILIP C. BARRETT
Supervisor

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LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

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ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution authorizing the Supervisor to sign an Easement to National Grid for the purpose of relocating and maintaining utility service at the Town Transfer Station.

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

WHEREAS, The Town has applied to National Grid for the provision of relocation of electric and gas service at the Town Transfer Station, and

WHEREAS, National Grid has requested an Easement upon certain lands of the Town for the installation and maintenance of utility infrastructure such as poles and lines, as depicted in the map attached to the Easement Request, attached, now therefore, be it

RESOLVED, the Supervisor is authorized to execute the attached Easement to National Grid.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, April 30, 2025 9:45 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; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1781

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: 05/05/2025 ✓

Board Meeting Date: 05/05/2025 ✓

Alternate Date: 05/19/2025

Budget Number: NA

Budget Description: NA

Amount: NA

Brief Description: Grant an easement to National Grid for work on the power line at the transfer station.

Add Supporting Docs:

[57086266118f07ba_N.Grid_easement_request_for_transfer_station_poer_line_info_4.30.25.pdf](#)

Additional Comments/Details: Requested a written description from Grid. They would not provide one. They need to disconnect the power so we can move the service prior to demo of old recycling building.

Agree to Terms: Agree

[unsubscribe](#)

GRANT OF EASEMENT

TOWN OF CLIFTON PARK, having an address at 1 Town Hall Plaza, Clifton Park, New York 12065 (hereinafter referred to as "Grantor"), is the owner of that certain parcel of real property commonly known as 217 Vischer Ferry Road located in the Town of Clifton Park, County of Saratoga in the State of New York, identified on the tax maps of the County of Saratoga, as Section 283/Block 1/Lot 65.11 (SBL# 283.-1-65.11) and pursuant to that certain deed recorded with the County Clerk of the County of Saratoga on April 1, 1965 in Liber 768 at Page 447 (the "Grantor's Land"), and Grantor, for consideration in the amount of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 and **VERIZON NEW YORK, INC.** having an address at 140 West Street, New York, New York 10007 (hereinafter collectively referred to as "Grantees"), for Grantees and their lessees, licensees, successors, and assigns a perpetual and nonexclusive easement and right of way through, over, across, under and upon the Grantor's Land (the "Easement") under the following terms and conditions.

Section 1 – Description of the Easement. The Easement provides the Grantees with the right, privilege, and authority to:

a. construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at their pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantees shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the purpose of transmitting intelligence and communication data, by any means, whether now existing or hereafter devised, for public or private use, in, through, upon, over, under, and across that certain portion of the Grantor's Land described in Section 2 below (the "Easement Area"), and any highways abutting or running through the Grantor's Land, and to renew, replace, remove, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others; and

b. from time to time, without further payment therefor, to clear the Easement Area of obstructions or structures, and clear and keep cleared the Easement Area by physical and/or mechanical means, of any and all brush, trees, limbs, branches, roots, vegetation, or other obstructions; and

c. from time to time, without further payment therefor, to clear and keep cleared by physical and/or mechanical means, the Grantor's Land beyond the bounds of the Easement Area, of any and all trees, limbs, branches, roots or vegetation that, in the sole judgment of the Grantees, due to species or structural defects or their tall growing nature, are likely to fall into or encroach upon the Easement Area or interfere in any way with the safe and reliable operation of Grantees' existing or proposed Facilities; and

d. excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Easement; provided, however, that the Grantees will, upon completion of the work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

e. pass and repass on foot and with vehicles and equipment, along, over, across and upon the Easement Area and the Grantor's Land in order to access the Easement Area and construct, reconstruct, relocate, use, and maintain roads, paths, causeways, and ways of access to and from the Easement Area as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 – Location of the Easement Area. The "Easement Area" shall consist of a portion of the Grantor's Land twenty (20) feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, "**Easement Sketch-Exhibit A, WR# 32-25-31132170**", which sketch is attached hereto as Exhibit A and recorded herewith. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

Section 3 – Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantees, their successors and assigns.

Section 4 – General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantees that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto,

swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantees; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantees' prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantees shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

The Grantees, their successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this _____ day of _____, 20____.

TOWN OF CLIFTON PARK

By: _____
(signature)

Name: _____
(printed)

Its: _____
(title)

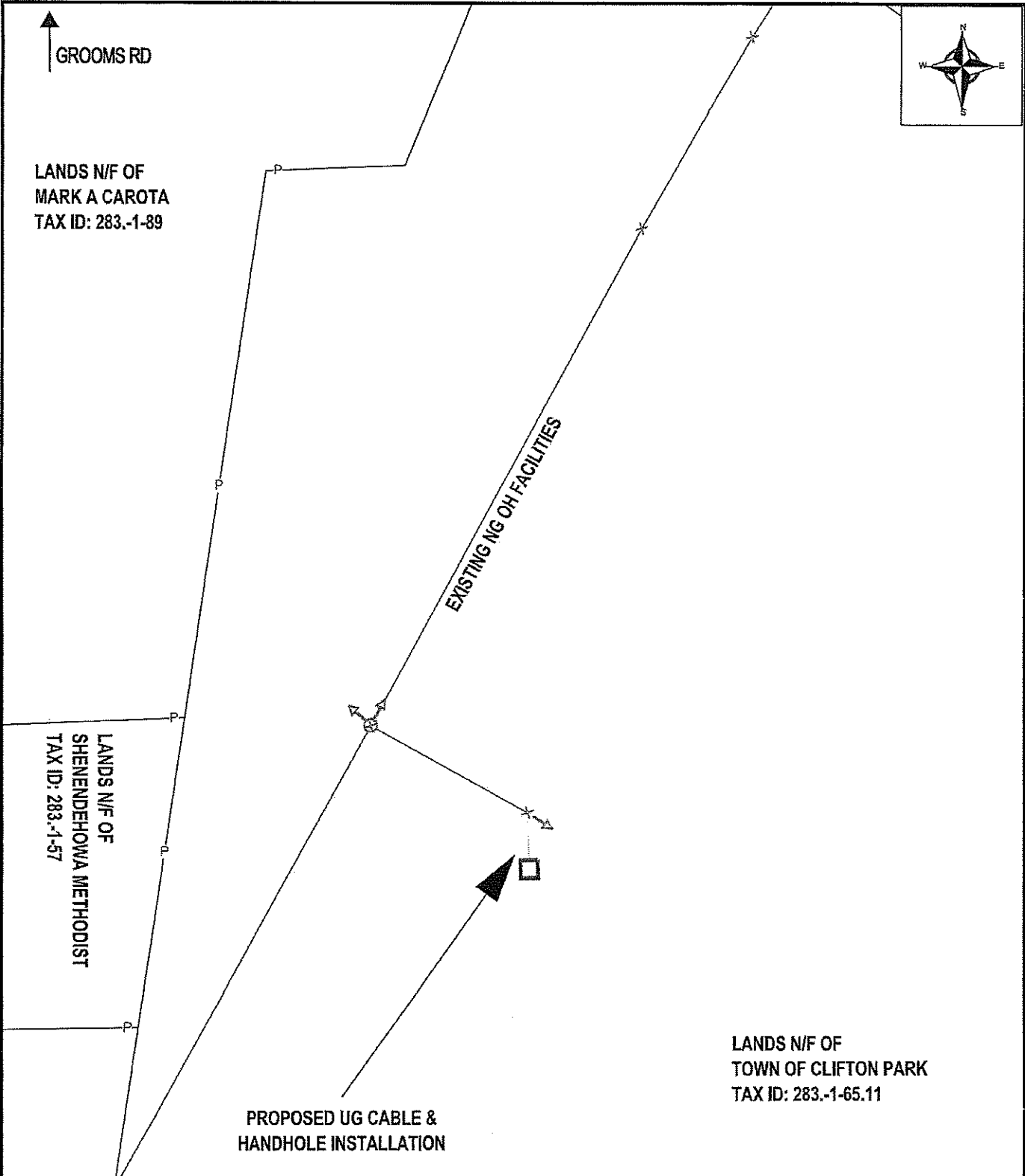
State of _____)
County of _____) ss:

On the ____ day of _____ in the year 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

Notary Public

RETURN TO:

Coates Field Service, Inc.
Representing National Grid
Attention: Elizabeth Croteau
PO Box 248956
Oklahoma City, OK 73124



	EASEMENT SKETCH - EXHIBIT A	NOT TO SCALE
DESIGNER: Fusco, Jeffrey DATE: APRIL 15, 2025 WORK ORDER #: 32-25-31132170	PROPOSED INSTALLATIONS ON LANDS N/F OF TOWN OF CLIFTON PARK 217 VISCHER FERRY RD TOWN OF CLIFTON PARK COUNTY OF SARATOGA TAX ID: 283.-1-65.11	nationalgrid

nationalgrid

PO # 8425-36

April 17, 2025

Town of Clifton Park
1 Town Plaza
Clifton Park, NY 12065

**Re: Electric Service Proposal 31132170
316 Vischer Ferry Rd, Clifton Park, NY 12065**

Enclosed please find an Electric Service Proposal for your request to relocate the National Grid facilities as described below:

Converting 3-phase 120/208 to single-phase 120/208 with one meter on a free-standing pedestal at 316 Vischer Ferry Rd, Clifton Park, NY 12065.

This project falls under PSC No. 220 Tariff Rule 28.1. Rule 28.1 requires that the customer pay all costs associated with the project. Under this rule, there is an estimated cost to you in the amount of \$207.80 plus \$0.00 in applicable taxes.

If this Proposal is acceptable, please sign and return this letter. Upon receipt of your acceptance, you will be billed under separate cover in the amount of \$207.80. This estimate is valid for 90 days from the date of this letter.

This work will be scheduled upon receipt of this signed proposal, payment of invoice, and completion of all responsibilities as outlined in the attached proposal.

Pursuant to PSC No. 220, you are responsible for the actual costs of this project. Upon project completion, costs will be reconciled to the installed span footage whenever the installed span footage varies from the footage provided in the initial design by more than 10 feet and actual number of pole sets (if applicable). The Company will subsequently bill you if our costs run over the invoiced amount or refund the difference if costs run below the invoiced amount. You are responsible for all invoiced amounts.

Should you have any questions, please contact me at (518) 949-1082.

Sincerely,

Semel Kakumba
Consumer Representative
Regional Account Services
National Grid

I ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS PROPOSAL:

Print Name: Philip Barrett

Title:
(if applicable) Town Supervisor

Signature: 

Date: 4-17-25

By signing this agreement, the signatory represents and warrants that he or she is duly authorized and has legal capacity to execute, deliver, and bind the party to this agreement.

ELECTRIC SERVICE PROPOSAL 31132170

**Town of Clifton Park
316 Vischer Ferry Rd, Clifton Park, NY 12065**

Service Work Request:	31132170
Electrical Contractor:	Richard Gabriels
Customer's Contribution:	\$207.80
Billing Party:	Town of Clifton Park
Customer's Responsibilities:	<ul style="list-style-type: none">➤ Return signed Proposal cover letter, if accepted➤ Provide all necessary right-of-way easements➤ Notify National Grid if any changes in the Billing Party occur➤ Payment in full, upon receipt of invoice➤ Provide copy of Tax-Exempt Certificate (if applicable)➤ Adherence to applicable Electric Service bulletin(s) <u>Electric Specifications (site.com)</u>
National Grid Responsibilities:	Converting 3-phase 120/208 to single-phase 120/208 with one meter on a free-standing pedestal.
Construction Lead Time:	Approximately 4-6 weeks will be necessary for construction. Upon receipt of payments, permits, right-of-way and the signed Agreement, this project will be added to National Grid's construction schedule. Note: Payment must be made upon receipt of invoice. The correct mailing address for payments will be noted on the invoice you receive.
Customer Communications Update:	If a progress report is needed during construction, including the expected date for the Owners project completion, the expected completion date for the utility's work, and confirmation of the expected date for the service connection of permanent power, please contact the Company Job Owner at the number listed below.
Remarks:	This Proposal is based upon projected cost and rate schedule provisions in effect at the date of this proposal and will be withdrawn if not accepted within 90 days of the date of this Proposal. This proposal and all attached documentation are proprietary property of National Grid and can only be used for its intended purpose and shall not otherwise be disclosed.
Prepared By:	<i>Semel Kakumba</i> Regional Account Services (518) 949-1082



RESOLUTION

#11

PHILIP C. BARRETT
Supervisor

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LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

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AGATHA REID
Councilwoman

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ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025 a resolution authorizing the hiring of Zachary Lawlor as a 2025 seasonal laborer for the Buildings and Grounds Department.

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

WHEREAS, an opening exists for a seasonal laborer in the Buildings and Grounds Department; and

WHEREAS, Daniel Clemens, Director of Buildings, Parks and Recreation, has recommended that Zachary Lawlor be hired to fill the position; now therefore be it

RESOLVED, that Zachary Lawlor be hired as a laborer for the Buildings and Grounds Department for the summer of 2025, to be paid at \$16.50/hr., effective immediately, and to be budgeted from A-07110-E4000 (General Fund - Building & Grounds - Part-time Laborer).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, April 18, 2025 12:14 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; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Employee Resolution Request #1757

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: 04/21/2025 ✓

Board Meeting Date: 05/05/2025 ✓

Alternate Date: 05/19/2025

Budget Number: A-7110-E4000

Budget Description: General Fund - Buildings & Grounds

Amount: \$16.50 per hour

Brief Description: request to hire Zachary Lawlor of Clifton park as a seasonal laborer in the buildings & grounds Department for the 2025 season at a rate of \$16.50 per hour.

Add Supporting Docs:

Additional Comments/Details: 20 hours per week

Agree to Terms: Agree

[unsubscribe](#)



RESOLUTION

#12

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

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ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution awarding a contract for landscape work for the Clifton Knolls Park District.

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

WHEREAS, quotes were received by the Town as Commissioners of the Clifton Knolls Park District for landscape work for the District, and

WHEREAS, the lowest conforming quote for the work to be done, which includes supplying and installing a variety of plantings in twelve (12) locations within the Park District, as outlined in the attached Invitation to Provide Price Quote, was submitted by Dirt & Décor Designs, in an amount not to exceed \$8,130; now, therefore be it

RESOLVED, that the Town Board as Commissioners of the Clifton Knolls Park District, hereby accepts the price quote from Dirt & Décor Designs, for the landscape work at the Clifton Knolls Park District, at a cost of \$8,130 for supplying and installing plantings at twelve (12) locations within the Park District, to be budgeted from SP3-7115-024 (Clifton Knolls Park District – Park District Labor – General Maintenance).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, May 1, 2025 1:26 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; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1785

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: 05/05/2025 ✓

Board Meeting Date: 05/05/2025 ✓

Alternate Date: 05/19/2025

Budget Number: SP3-7131-24

Budget Description: Clifton Knolls Park District-General Maint

Amount: 8,130.00

Brief Description: Hire Dirt & Decor, Clifton Park NY, to supply and install a variety of planting in (12) locations within the Clifton Knolls Park District.

Add Supporting Docs:

[26663db891374134_CKMC_gardening_version_2_packet_4.30.25.pdf](#)

Additional Comments/Details: I request this resolution request be on the agenda meeting and Town Board agenda for Monday the 5th please.

We will NOT be using the optional monthly maintenance

Agree to Terms: Agree

[unsubscribe](#)

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: April 22, 2025

**Description: Supply and install a variety of plantings in (12) locations
within the Clifton Knolls/Mill Creek park district**

**Vendor #1: Joseph Tranks & Sons Greenhouse - \$31,355.00
Optional monthly maintenance- \$100 per month**

**Vendor #2: Dirt & Décor Designs - \$8,130.00 
Optional monthly maintenance - \$650 per month**

**Vendor #3: Sunshine Landscaping - \$13,290.00
Optional monthly maintenance \$5,400.00 per month**

Vendor #4:

Vendor #5:

Vendor #6:

Comments:

Decision: Dirt & Décor Designs - \$8,130.00



Town of Clifton Park

Buildings & Grounds

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

The Town of Clifton Park, through the Buildings & Grounds Department seeks price quotes from qualified entities for gardening work throughout the Clifton Knolls neighborhood, located in Clifton Park NY 12065.

Scope of work is as follows but not limited to:

Supply and install a variety of plantings to include perennials and annuals at various locations in the Clifton Knolls/Mill Creek Park District.

Contractor will prepare all beds for planting in the Spring, as soon as weather permits, including trimming of perennials & mums, weeding, raking, edging and mulching as needed. The Town will supply all mulch needed. Contractor will install it.

Contractor must be willing to work with town employees and advise on care of the new plantings.

Specifications attached on a separate sheet.

Contractor will have input on what is planted where based on their expertise.

All final approvals and decisions will be made by the Town of Clifton Park, Buildings & Grounds Department.

May be contracted for monthly maintenance on all the gardens, including but not limited to trim bushes, remove any leaves or debris, deadhead flowers, pull weeds.

Dispose of all waste properly

PLEASE USE ATTACHED QUOTE SHEET AND RETURN BY EMAIL

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

A minimum of prevailing wage rate as described by New York State must be paid.

The Town of Clifton Park reserves the right to reject any and all quotes.

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

Please contact Regan Tromblee at rtromblee@cliftonpark.org 518-371-6651 extension 251 for an appointment to do a site visit or with any questions.

Quotes are due by Monday April 21, 2025 at 2:00pm

Clifton Knolls/Mill Creek

2025 Gardening Specs

Location: Clifton Park Center Road & Beechwood Drive

- (2) 3-gallon feather 'Karl Foerster' Reed Grass
- (6) 1-gallon Nepeta 'Junior Walker'

Location: Par Del Rio & Madrid Court

- Mix of 9 grasses
- (3) Geranium 'Azure Rush'

Location: Barney Road & Beechwood Drive

- (1) 5-gallon 'Ivory Halo' Dogwood
- (1) 5-gallon flowering Quince (in front of utility pole)
- (6) assorted 1-gallon perennials surrounding memorial stone
- (10) assorted perennials between the posts on the side beds

Location: Vischer Ferry Road & Greenlea Drive

- (12) perennial mix of Geranium, Catmint, and Phlox

Location: Vischer Ferry Road & Wildflower Way

- (11) assorted perennial mix of Heuchera, Bugloss, and Lamium

Location: Broadleaf Drive & Valencia Lane

- (10) mix of shade perennials; 'Caramel' Heuchera, Barrenwort, Lamium Maculatum

Location: Valencia Lane & Orchard Park Drive

- (3) 3-gallon ground cover Junipers
- (3) Geranium 'Azure Rush'

Location: Park on Par Del Rio

- (2) 3-gallon 'Arctic Fire' Dogwood – replace existing flowers

Location: Beechwood Drive Memorial Garden

- (1) 3-gallon 'Arctic Fire' Dogwood

- (3) 1-gallon 'Caramel' Heuchera

Location: Grooms Road & South Barney Road

- (2) 3-gallon New Gen Boxwoods
- (6) assorted perennials

Location: Moe Road & Par Del Rio

- (7) Geranium 'Azure Rush'
- (2) 'Karl Foerster' Feather reed Grass

Location: Moe Road & Barney Road

- Prep bed only

OPTIONAL PLANTING IDEAS

Changing the caramel coral bells to a berry timeless varietal which will add more of a pop of color. Also, adding in a few upright juniper and hydrangeas might be good for some height and structure as well as fill the spaces better by some of the entryway beds. Planting creeping phlox and other perennials to give the spaces color season long.

Possibly replace the Barrenwort/Lamium with a more shade tolerant perennial with more color.

The Town is open to other suggestions to make the gardens the best they can be.



Town of Clifton Park

Buildings & Grounds

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

QUOTE

Date: _____

Company Name: _____

Quote Name: Clifton Knolls – Mill Creek gardening services 2025 season

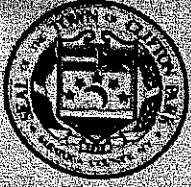
Lump sum amount as specified: _____

Optional planting lump sum amount: _____

Monthly maintenance amount: _____

Name/Title: _____

Signature: _____



Town of Clifton Park Buildings & Grounds

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QUOTE

Date: April 16, 2025

Company Name: Joseph Tramba & Son Greenhouse
& Landscaping

Quote Name: Clifton Knolls - Mill Creek gardening services 2025 season

*Design Work for all 18
Beds, provide all plants,*

Initial design, prep and planting: \$ trees shrubs and flowers
\$31,355.00 Del. to job sites and provide
assistance same as Fall Mums
Project

Optional monthly maintenance amount: \$
Would be available 2 times a
month to work with town employees
to enable them to take over
within a two year period.

(\$100.00 per month)

Neil D. Tramba

PRESIDENT
TRAMBA & SON GREENHOUSE
& LANDSCAPING

Dan Clemens

From: jean tranka <jtranka@yahoo.com>
Sent: Thursday, April 17, 2025 8:51 AM
To: Dan Clemens
Subject: Spring landscaping project

Dan:

Thank you so much for including us in this bidding project. We looked over the 18 areas for planting as well as the suggested varieties of trees, shrubs and flowers. We feel that there are some very good choices on your list but we think that a few changes made to certain areas would create a more individualized look for those areas.

After reviewing your ideas, we feel that it would enhance each design if you were to include boxwood, spirea and some other fillers for more color (such as "Knock Out" roses, accent perennials and/or an accent rock or stone. Another possibility would be to add some solar lighting to add even more interest. The addition of annual plants, such as New Guinea Impatiens, Lantana, bright Hybrid Coleus and some other splashes of color would enhance the individual areas.

We would welcome the opportunity to do the design and complete this project as we did with the Fall mum project. Given the opportunity to work with and instruct the Town employees on future care of these beds, these 18 sites can grow into a beautiful group of natural areas that the residents can be proud of and enjoy for many years to come.

With the help of the Town employees to install the vegetation, this project can be fully completed for \$31,355.00 (all plants, shrubs, trees, flowers, rocks, lighting) excluding the fall mums.

We thank you again for the opportunity to be a part of this exciting project to make the Clifton Park community a lovely place to live in.

Respectfully Submitted,

Kirk D. Tranka, President
Joseph Tranka and Son



Town of Clifton Park

Buildings & Grounds

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

QUOTE

Date: 4/21/25

Company Name: Dirt & Decor Designs

Quote Name: Clifton Knolls – Mill Creek gardening services 2025 season

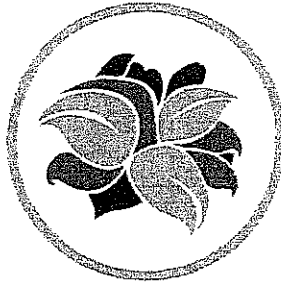
Lump sum amount as specified: \$8,130⁰⁰

Optional planting lump sum amount: \$8,130⁰⁰

Monthly maintenance amount: \$1050⁰⁰ / month or hourly rate (see contract)

Name/Title: Sarah Hunt / owner

Signature: 



dirt & decor

DESIGNS LLC

Dirt and Décor Designs
566 Englemore Rd.
Clifton Park NY 12865
dirtanddecor designs@gmail.com
518.813.0099

CLIENT INFORMATION:

Name: Town of Clifton Park Date of Estimate: April 17th, 2025
Address: Country Knolls/Mill Creek Neighborhood
Phone Number: 518-281-5065 E-Mail: dclemens@cliftonpark.org
Budget: N/A Estimate: \$8,130.00

DESCRIPTION OF SERVICES PROVIDED:

New Landscape(s) Location :

- Front of Property
- Back of Property
- Side of Property
- Patio/Deck Landscaping

Existing Landscape(s) Maintenance :

- Front of Property
- Back of Property
- Side of Property
- Patio/Deck Landscaping

Notes: *Anything we, the company, should be aware of prior to excavating one's property, i.e. underground cables, watering systems, septic systems, etc. needs to be specified.*

Landscaping Details:

- Basic Weeding/Cleanout
- Deeper Bed Waste/Removal
- Stump/Tree(s)
- Shrub(s)
- Weeding
- Soil Amendment
- Sod Cutting/ New Garden Bed
- Edging
- Rock/Stone
- Pavers
- Metal
- English Trench

- Mulch
- Brown
- Black
- Stone
- peastone
- Raised Garden Bed Installation
- Planting
- Tree(s)
- Shrub(s)
- Annual(s)
- Perennial(s)
- Transplanting
- Retaining Wall Fix or Installation

Additional description:

This estimate is for the clean up, edging, pruning, and mulching of the 12 garden beds located in the Country Knolls and Mill Creek neighborhood. All beds will be re-organized with existing perennials as well as adding a mix of flowering perennial shrubs and flowers and annuals for season long color and congruence throughout the neighborhood.

Maintenance plan to be provided if the client would like to move forward at \$65.00/ hour/person or \$650.00/monthly plan to keep up with fertilizing and weed control.

This estimate includes all materials including plant cost, tax, material collection, design fee, and labor.

* PLEASE NOTE: Weeds growing in newly installed garden beds is inevitable. Laying fabric and then covering with mulch will help deter but will not prevent this. It is the property owner's responsibility to maintain the finished beds by weeding. At the request of the owner, DDD will return for maintenance at a per visit fee. Please inquire if you are interested in this service.

Upon acceptance of contract terms, the client will provide a 50% deposit and signed contract and landscape map (if applicable) to Dirt & Décor Designs. Balance due upon job completion.

Deposit: \$4,065.00

Payment Options:

You may send payment via PayPal with a 14% up charge to dirtanddecor designs@gmail.com OR checks can be made payable to Dirt and Décor Designs and mailed to 566 Englemore Road, Clifton Park NY 12065..

I/we understand the work will be completed substantially in accordance as described above. I/we understand changes and adjustments may occur in execution, amendments and budget adjustments will be made accordingly and will follow in an agreed upon addendum. I/we understand plant varieties will be dependent upon availability. Dirt & Décor Designs, LLC does not guarantee any installed perennial shrubs, trees, transplants or flowers. Dirt & Décor Designs, LLC will provide all materials. Dirt & Décor Designs, LLC reserves the unilateral right to terminate the Agreement by written notice to the Client. Client is responsible for payment of the services performed under the Agreement prior to termination. Should litigation occur regarding the provisions of this Agreement, all litigation expenses, collection expenses, witness fees, court costs and attorney's fees, including appeals, shall be paid to the prevailing party. Any outstanding payments shall be due within 30 days or will accrue interest at the rate of 9% per month.

Dirt & Décor Designs, LLC shall have the right to access the site for the purposes of taking photographs in relation to the work outlined in this Agreement both prior to and after completion and shall have and retain all copyright in said photographs which may be used by Dirt and Décor Designs, LLC in reference and promotional materials, portfolios and/or publications.

Dirt & Décor Designs, LLC will make all reasonable efforts to timely complete the services described in this Agreement. However, it is understood by the client that the commencement and completion of such services is dependent on scheduling, the weather, material shortages, and other circumstances beyond the parties' control and the dates contemplated in this Agreement are tentative. Should this Agreement be terminated prior to completion of the scope of services, the cost of any materials purchased and time expended by Dirt & Décor Designs, LLC towards the scope of work may be sought against the client.

Upon Request:

Prior to the commencement of the work described in the Agreement, the Client must provide Dirt & Décor Designs, LLC with information identifying the location of property lines and all subsurface utility and service lines. This includes but is not limited to, electrical, telephone, gas lines, water, irrigation pipelines, and conduits. Dirt and Décor Designs, LLC may rely on the accuracy and completeness of such information and shall not be liable for damages or costs resulting from any errors or omissions in that regard.

Client/Homeowner signature

Date

Owner's signature, Dirt & Décor Designs

Date



Town of Clifton Park

Buildings & Grounds

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

QUOTE

Date: 4/12/25

Company Name: Sunshine Landscaping

Quote Name: Clifton Knolls – Mill Creek gardening services 2025 season

Lump sum amount as specified: \$13,290

Optional planting lump sum amount: \$ 3,500

Monthly maintenance amount: \$ 5,400

(4) Upright Juniper

(7) Hydrangea

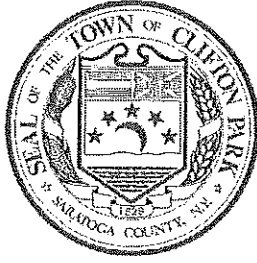
(20) Creeping Phlox

(20) Coreflower

Note: These plants would be planted throughout the beds. Possibly some colorful substitutions for barrenwort and lamium could be astilbe and ivywort. Those substitutions would not change the price.

Name/Title: Richard Mallnow - President

Signature: Richard H. Mallnow



RESOLUTION

#13

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 the attached list of Camp Counselors and Alternate Counselors to be hired as needed for the Town Summer Camp locations.

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

WHEREAS, Supervisor Barrett has recommended that the list of individuals listed on the attached Schedule A, be accepted as Counselors and Alternates Counselors, for the 2025 Summer season; now, therefore, be it

RESOLVED, that the attached Schedule A is accepted as the list of 2025 Summer Camp Counselors, and Alternate Counselors to be hired if needed, to be paid as noted on the Schedule.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, April 16, 2025 11:00 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 Pagnello; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Employee Resolution Request #1750

A new employee 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: 04/21/2025 ✓
Board Meeting Date: 05/05/2025 ✓
Alternate Date: 05/05/2025
Budget Number: 7310/7320-E4500
Budget Description: hire new summer camp staff and alternates
Amount: see attachments
Brief Description: hire new camp staff and alternates
Add Supporting Docs:
Additional Comments/Details: hire staff
Agree to Terms: Agree

[unsubscribe](#)

SCHEDULE A

First Name	Last Name	Title	step	rate	A-7310-E4500	camp
Emily	Stadel	Counselor	1	15.5		JV
Eván	Warren	Counselor	1	15.5		JV
Grace	Parseghian	Counselor	1	15.5		JV
Teddy	Tidgewell	Counselor	1	15.5		JV
Caden	Wohl	Counselor	1	15.5		JV
Alyssa	Gonzales	Counselor	3	15.75		JV
Annika	Hanson	Counselor	1	15.5		JV
Reagan	Smith	Counselor	1	15.5		JV
Carson	Cook	Counselor	1	15.5		JV
Jacobo	Restrepo	Counselor	2	15.5		JV
Olivia	Delsoin	Counselor	1	15.5		FD
Emily	Pendyke	Counselor	1	15.5		FD
Will	Martin	Counselor	1	15.5		FD
Emily	Lopez	Counselor	1	15.5		FD
Mackenzie	Harbour	Counselor	1	15.5		FD
Alea	Basit	Counselor	1	15.5		FD
Reigan	Herold	Counselor	1	15.5		FD
Addison	Jones	Counselor	1	15.5		FD
Nicholas	Campenella	Counselor	1	15.5		FD
Eliá	Bellard	Counselor	1	15.5		FD
Ayden	Boss	Counselor	1	15.5		FD
Lauren	Johnson	Counselor	1	15.5		LL
Alexander	Schioth	Counselor	1	15.5		LL
Jonathan	Schopf	Counselor	1	15.5		LL
Tyler	Seagroatt	Counselor	1	15.5		LL
Carlie	Williams	Counselor	1	15.5		LL
Jenna	Danforth	Counselor	1	15.5		LL
Sophia	Strianese	Counselor	1	15.5		LL
Kaitlyn	Peters	Counselor	1	15.5		LL
Hayden	Yetter	Counselor	1	15.5		LL

John	Redick	Counselor	1	15.5	LL	LL	
Jack	James	Counselor	1	15.5	LL	LL	
Meegyn	Maye	Counselor	1	15.5	OK	OK	
Clare	Farren	Counselor	1	15.5	OK	OK	
Hayley	Walker	Counselor	1	15.5	OK	OK	
Noah	Lam	Counselor	1	15.5	OK	OK	
Gabrielle	Clarke	Counselor	1	15.5	OK	OK	
Emily	Luke	Counselor	1	15.5	OK	OK	
Katie	Jeffers	Counselor	1	15.5	OK	OK	
Alternates							
Jackson	Jucha	Counselor	1	15.5	JV/LL	JV/LL	
John	Hirsa	Counselor	1	15.5	JV/LL	JV/LL	
Jacob	Fruscio	Counselor	1	15.5	LL/JV	LL/JV	
Sam	Carson		1	15.5	LL	LL	
Health Director 2025							
AMY	PRICE	HEALTH DIRECTOR	2	27.9	A-7310-E9000		



RESOLUTION

#14

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 hiring of a Pool Manager for Barney Road pool for the 2025 Season.

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

WHEREAS, the Town Board wishes to hire a manager for the Barney Road pool for the 2025 Season, and

WHEREAS, Mike Woerner, Director of Parks and Recreation, recommends hiring Isabel Adams for the position; now, therefore, be it

RESOLVED, that Isabel Adams is hereby hired as Pool Manager for the Barney Road pool for the 2025 Season, to be paid \$25.05/hr., to be paid from A-7150-E4680 (General Fund – Barney Road Pool – Pool Manager).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, April 23, 2025 12:55 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; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Employee Resolution Request #1769

A new employee 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: 05/05/2025 ✓
Board Meeting Date: 05/05/2025 ✓
Alternate Date: 05/05/2025
Budget Number: 7150-e4680
Budget Description: hire new pool manager
Amount: see attachments
Brief Description: hire Barney Rd pool manager
Add Supporting Docs:
[dde106d49d3b93ea_Resume_7.pdf](#)
Additional Comments/Details: hire pool manger
Agree to Terms: Agree

[unsubscribe](#)



RESOLUTION

#15

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 Supervisor to sign a License Agreement with Clifton Park – Halfmoon Piranhas, for use of the Country Knolls pool for swim team practice.

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

WHEREAS, Clifton Park – Halfmoon Piranhas wish to utilize the Country Knolls town-owned pool for a term of up to six (6) weeks, beginning on June 30, 2025, at a rate of \$55.00 per hour per pool, plus the hourly rate of all Town employees working at the pools during practice hours; now therefore be it

RESOLVED, that the Town Supervisor is hereby authorized to sign the attached License Agreement with Clifton Park – Halfmoon Piranhas for use and occupation of the Country Knolls Pool, provided that the Town Attorney reviews and accepts the attached Certificate of Insurance naming the Town of Clifton Park as additionally insured.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, April 24, 2025 8:28 AM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1770

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: 05/05/2025 ✓
Board Meeting Date: 05/05/2025 ✓
Alternate Date: 05/05/2025
Budget Number: N/A
Budget Description: supervisor sign agreement with Piranhas swim team
Amount: see attachments
Brief Description: supervisor sign agreement with Piranhas swim team
Add Supporting Docs:
[27c7427fae63f198_2025_COI_Piranhas.pdf](#)
[70b974e307ddd2f_2025_Piranhas_Permit_Application.pdf](#)
[202188bdca11f40b_CP-Halfmoon_Piranhas_Agreement_2025.pdf](#)

Additional Comments/Details: sign agreement with Piranhas swim team
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: Clifton Park Piranhas Today's Date: April 21, 2025

Contact Person: Chick Denha

Address: Clifton Park NY 12065

Phone: _____ (work)

Email: _____

Facility Requested:

Town of Clifton Park Facility Rentals		
Collins Park Field _____	Veterans Park Softball Field 1 _____	Clifton Common _____
Collins Park Pavilion _____	Veterans Park Softball Field 2 _____	Clifton Common Soccer Field # _____
Locust Lane Pool Tent _____	Veterans Park Pavilion _____	Other: <u>Country Woods / Sunny Bar</u>

Mon - Thurs

Date Requested: June 30 - July 17 Time: 7:00 AM to 9:00 AM # of Participants: 30

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.

Chick Denha (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 Chick Denha (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 4/21/25 (DATE).

Signed: [Signature] Approved: _____
Applicant for Permit Parks & Recreation Office

Date: 4/21/2025

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. <i>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.</i> | | |

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 CD
- Trail bikes and ATVs are prohibited. INITIAL CD
- Bikes are to be ridden only on bike paths, absolutely no riding on basketball or tennis courts. INITIAL CD
- Leash law is in effect. INITIAL CD
- Bands and stereo equipment (except radios) are prohibited in park areas. INITIAL CD
- Use of golf clubs on parkland is prohibited, with the exception of Barney Road Golf Course. INITIAL CD
- *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 CD

Thank you for your cooperation and enjoy your day!

FOR OFFICE USE ONLY			
Field Rental	_____	_____	Date Paid: _____
Pavilion Rental	_____	_____	Amount Paid: _____
Field Lights	_____	_____	Payment Type: _____
Security	_____	_____	Permit Given: _____
Trash Removal	_____	_____	Outlook Calendar: _____
Other	_____	_____	Staff Initials: _____

LICENSE AGREEMENT

TIDS LICENSE AGREEMENT, made this _____ day of _____, 2025, between

The Town of Clifton Park, a municipal corporation having its offices at I Town Hall Plaza, Clifton Park, NY 12065, as Town

And, Clifton Park- Halfmoon Piranhas (CPHP)

WITNESSETH: The Town agrees to allow the use and occupation of the below listed premises under the following terms and conditions:

Barney Road Pool / Country Knolls Pool, Town of Clifton Park, New York, tentatively from June 30, 2025 and to end on July 17, 2025, to be used and occupied only for Swim Team practice, and their related uses.

1st. USER FEE

That the CPHP shall pay the total rent of \$55.00 per hour, of each pool used, plus the hourly rate of all Town employees working for the pools during practice hours, said fees to be paid in bi-weekly payment per Town Invoice.

2nd. CARE and REPAIR

That the CPHP shall take good care of the premises and shall, reimburse the Town for any damage caused to pool and park property.

3rd. CPHP SHALL COMPLY WITH REGULATIONS and ORDINANCES

That the CPHP shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments and shall follow all Guidelines and Directions from New York State Department of Health, and the NY Governor's Executive Orders relative to safety protocols for swimming activity.

4th.NO ASSIGNMENT WITHOUT WRITTEN CONSENT OF TOWN

That CPHP shall not assign this agreement, or any part thereof or make any alterations to the premises, without the Town's consent in writing; and in the event of a breach thereof, the term herein shall immediately cease and be determined at the option of the Town as if it were the expiration of the original term.

5th. DUTY TO KEEP ENTRANCES AND WALKWAYS FREE OF OBSTRUCTIONS

That the CPHP shall neither encumber nor obstruct the sidewalk in front of, entrance to, said premises, nor allow the same to be obstructed or encumbered in any manner.

6th. NON-WAIVER

The failure of the Town to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Town may have; and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

7th. SERVICES INCLUDED IN LICENSE FEE

Town will provide supervisory personnel who shall be on duty at each pool facility whenever the club is on premises. The Club shall reimburse the Town the full cost of wages of employee(s). Club shall also reimburse full cost of all lifeguards supplied by the Town for full hours on site, as well as any other support staff on premises to assist the CPHP with swimming activities.

8th. CLUB SHALL MAINTAIN LIABILITY INSURANCE

Additionally, during the lease term, CPHP shall place and cause to be placed and maintained, for the benefit of the Town and CPHP with both to be named as party insured, general public liability insurance; such insurance to provide protection in minimum limits of \$1,000,000.00 of combined single limit for bodily injury or property damage. Each such policy of insurance or certificate thereof shall be promptly deposited with the Town. CPHP is also responsible to maintain its' own rental and contents insurance.

And the said Town doth covenant that the said CPHP, on paying the said fees and providing proof of insurance, shall and may peacefully and quietly have, hold and enjoy the use of said facility(ies) for the term aforesaid.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED that the covenants and agreements contained in the within license shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

IN WITNESS WHEREOF, the Town and CPHP have duly executed this license the day and year first above written.

TOWN OF CLIFTON PARK

CLIFTON PARK - HALMOON PIRANHAS

Supervisor Barrett

Print Name

Signature

Signature



ADDITIONAL REMARKS SCHEDULE

AGENCY Insurance Office of America		NAMED INSURED USA Swimming, Inc.; USA Swimming Foundation, and USA Swimming Local Swimming Committees & Member Clubs 1 Olympic Plaza Colorado Springs CO 80909-5780	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Covered Activities (For Commercial General Liability Coverage)
With respect to USA Swimming, Inc. Member Clubs, Group Members, Member Coaches, and Member Officials (all if in good standing); volunteers and additional insured owner/lessors of premises, sponsors and co-promoters, coverage hereunder for these entities applies only to:

1) Swimming meets that have been issued a written Sanction (pursuant to USA Swimming Rule 202.4 and Rule 202.5) or Approval (pursuant to USA Swimming Rule 202.6). Approved meets means a competition where an Approval is issued by USA Swimming, Inc., or one of the USA Swimming, Inc. Local Swimming Committees for swimming meets conducted in conformance with USA Swimming, Inc. technical rules in which members and non-members may compete, including foreign meets under the USA Swimming, Inc. open border policy. USA Swimming, Inc. member clubs that either host or participate in a swimming meet that has been issued a Sanction or Approval or participate in an open border competition will be considered an insured provided that all of its athletes competing and coaches on deck are members of USA Swimming, Inc. in good standing.

2) Swimming practices, dry land training activities, camps, and learn to swim programs where all swimmers are members of USA Swimming, Inc. or U.S. Masters Swimming, Inc. and are conducted under direct and active supervision of a USA Swimming, Inc. member coach in good standing. Dry land training activities mean weight training, running, calisthenics, and exercise machine training, and any other training activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.

3) USA Swimming, Inc. Swim-A Thons sponsored by or registered with USA Swimming, Inc.

4) Social events and fund-raising activities that are events or activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.

5) Swimming tryouts. Swimming Tryouts mean swimming practices where a swimmer(s) who is not and who has never been a member of USA Swimming, Inc. participates in swimming activities with a USA Swimming, Inc. member club for a period not to exceed thirty days from the first day of practice to determine the swimmer's interest in becoming a member of USA Swimming, Inc. Tryout swimmers may not participate in more than one tryout period within the same twelve month span.

6) Safety Training for Swim Coaches, CPR, and Lifeguard Certifications of USA Swimming, Inc. member coaches and/or USA Swimming, Inc. members completing requirements to become member coaches, conducted by USA Swimming, Inc. member coaches that are member representatives of one of the approved agencies listed on the USA Swimming, Inc. Swim Training for Swim Coaches In-Water Skills Checklist.

7) USA Swimming official members in good standing attending an Observed Swim Meet (pursuant to USA Swimming Rule 202.8). An Observed Swim Meet is defined as a swim meet observed by an assigned USA Swimming, Inc. official(s) for conformance with USA Swimming, Inc. technical rules in a meet conducted under rules other than USA Swimming rules.

8) "Organized practices" that have been reported and a premium has been paid for. Organized practices are defined as recreation league meets hosted by USA Swimming member club with community teams that are not USA Swimming member teams.

The Certificate Holder is included as an Additional Insured on a Primary and Non-Contributory basis as required by written agreement. Waiver of Subrogation applies per written agreement.

Member Club: Clifton Park Halfmoon Piranhas
RE: Practice

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Additional Insured

Paragraph 2. of **Section II – Who Is An Insured** is amended by the addition of the following:

- e. Any person or organization is included as an additional insured, but only to the extent such person or organization is held liable for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions. With respect to the insurance afforded to such insured, all of the following additional provisions apply:
- (1) You and such person or organization have agreed in a written "insured contract" that such person or organization be added as an additional insured under this policy;
 - (2) The "bodily injury", "property damage" or "personal and advertising injury" for which said person or organization is held liable occurs subsequent to the execution of such "insured contract";
 - (3) The most we will pay is the lesser of either the Limits of Insurance shown in the Declarations or the Limits of Insurance required by the "insured contract";
 - (4) Such person or organization is an insured only with respect to:
 - (a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (b) Your ongoing operations performed for that insured;
 - (c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (d) The maintenance, operation or use by you of equipment leased to you by such person or organization;
 - (e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the "products-completed operations hazard";
 - (5) This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", "occurrence" or offense:
 - (a) Which takes place at a particular premise after you cease to be a tenant of that premises;
 - (b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;
 - (c) Which takes place after that portion of "your work" out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project;
 - (d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;

(6) With respect to architects, engineers or surveyors, coverage does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications;

(b) Supervisory, inspection, architectural or engineering services.

However, if an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then this subsection **2.e.** does not apply to such person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



RESOLUTION

#16

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 acceptance of 9.26± acres of land from C&J Property Holdings, LLC.

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

WHEREAS, C&J Property Holdings, LLC, has offered to transfer 9.26± acres of land to the Town of Clifton Park, and

WHEREAS, the land transfer was a condition of the Notice of Decision issued by the Planning Board on June 11, 2019, for the Subdivision for Lands of Santoro & Masseria, which utilized a Conservation Design Layout, and

WHEREAS, the Planning Board's Notice of Decision specified that the transfer of the lands to the Town of Clifton Park, and

WHEREAS, the 9.26± acres of land to be transferred includes areas designated for permanent open space and conservation easements, as prescribed by § 208-18(2) of the Clifton Park Town Code, and

WHEREAS, the Town Board has reviewed the proposed land transfer and finds it to be in the best interest of the Town and its residents; now, therefore, be it

RESOLVED, that the Town of Clifton Park Town Board hereby accepts the transfer of 9.26± acres of land from C&J Property Holdings, LLC; and be it further

RESOLVED, that the Town Board directs the Town Attorney, Town Open Space Coordinator, and Planning Staff to prepare and execute all necessary documents to complete the land transfer; and be it further

RESOLVED, that the Town Board acknowledges that this land transfer fulfills the condition set forth in the Notice of Decision issued by the Planning Board on June 11, 2019, for the Subdivision for Lands of Santoro & Masseria.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, April 17, 2025 2:37 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; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1753

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

Department: Planning Department

Your Name: John Scavo

Your Email: jscavo@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 04/21/2025 ✓

Board Meeting Date: 05/05/2025 ✓

Alternate Date: 05/19/2025

Budget Number: N/A

Budget Description: N/A

Amount: 0

Brief Description: A resolution authorizing the acceptance of 9.26± Acres of Land from C&J Property Holdings, LLC

Add Supporting Docs:

[d048f97277393305_LandTransferDraft.pdf](#)

[cf95c45d95749fa6_Deed_TP584_EAForm.pdf](#)

[5ba941072d6b7dac_NOD_6-11-19.pdf](#)

Additional Comments/Details: .

Agree to Terms: Agree

[unsubscribe](#)

Quitclaim Deed

This Indenture, made the 16th day of April , 2025,

BETWEEN,

C&J PROPERTY HOLDINGS, LLC, A New York Limited Liability Company with a mailing address of P.O. Box 1506, Clifton Park, New York 12065, party of the first part, and

TOWN OF CLIFTON PARK, A Municipal Corporation, with office at 1 Town Hall Plaza, Clifton Park, New York 12065, party of the second part,

WITNESSETH that the party of the first part, in consideration of ONE AND 00/100 DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, their heirs, and assigns forever,

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND, situate in the Town of Clifton Park, County of Saratoga, State of New York lying along the southerly line of Hubbs Road, being designated as "To be Conveyed to the Town of Clifton Park" as shown on a map entitled, "Subdivision Lands of Santoro & Masseria (Conservation Design Layout)" dated February 18, 2019, prepared by Gilbert VanGuilder Land Surveyor, PLLC and filed in the Saratoga County Clerk's Office as Map M2020064, being further bounded and described as follows:

BEGINNING at the point of intersection of the common division line between Lot 50 to the East and the lands herein described to the West with the southerly line of Hubbs Road, all as shown on said filed map, thence from said point of beginning along said common division line the following five (5) courses: 1.) South 02° 07' 10" East, 180.90 feet to a point, thence 2.) South 18° 00' 00" West, 634.57 feet to a point, thence 3.) South 55° 00' 00" West, 111.00 feet to a point, thence 4.) South 38° 30' 00" West, 132.00 feet to a point, thence 5.) South 46° 00' 00" West, 156.18 feet to a point in the northerly line of lands of the Town of Clifton Park as described in Instrument Number 2015019869, thence along said northerly line, North 70° 44' 30" West, 189.54 feet to the point of intersection of said northerly line with the easterly line of lands of Sachs & Dalberto as described in Instrument Number 2022026924, thence along said easterly line the following four (4) courses: 1.) North 16° 01' 40" East, 158.12 feet to a point, thence 2.) North 06° 52' 40" East, 324.46 feet to a point, thence 3.) North 34° 26' 10" East, 334.40 feet to a point, thence 4.) North 08° 39' 40" East, 300.39 feet to a point in the southerly line of Hubbs Road, thence along said southerly line, South 81° 37' 10" East, 340.57 feet to the point of beginning and containing 9.26± acres of land.

Subject to all enforceable covenants, conditions, easements and restrictions of record, if any, affecting said premises.

BEING a portion of the same premises conveyed to C&J Property



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including fields for Name, Mailing address, City, State, ZIP code, Social Security number (SSN), and Employer Identification Number (EIN).

Location and description of property conveyed

Table with 5 columns: Tax map designation, SWIS code, Street address, City, town, or village, and County. Row 1: 258.-1-76.6, 412400, Hubbs Road, Clifton Park, Saratoga.

Type of property conveyed (mark an X in applicable box)

Form with checkboxes for property types (One- to three-family house, Residential cooperative, etc.) and a date of conveyance field (04/16/2025).

Condition of conveyance (mark an X in all that apply)

Form with checkboxes for conditions of conveyance (Conveyance of fee interest, Acquisition of a controlling interest, etc.).

Table for recording officer's use with columns: Amount received, Date received, and Transaction number.

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) Exemption claimed
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see Instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.	0	
2.	0	
3.	0	
4.	0	
5.	0	
6.	0	

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part 1, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
 This is to certify that: (mark an X in the appropriate box)

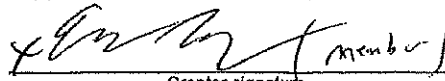
1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

 - e Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

	member		
Grantor signature	Title	Grantee signature	Title
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

FOR COUNTY USE ONLY

C1. SWIS Code _____
 C2. Date Deed Recorded _____
 C3. Book _____ C4. Page _____



New York State Department of
Taxation and Finance
 Office of Real Property Tax Services
RP- 5217-PDF
 Real Property Transfer Report (8/10)

PROPERTY INFORMATION

1. Property Location Hubbs Road
 * STREET NUMBER _____ * STREET NAME _____
Clifton Park
 * CITY OR TOWN _____ VILLAGE _____ * ZIP CODE 12019

2. Buyer Name Town of Clifton Park
 * LAST NAME/COMPANY _____ FIRST NAME _____
 * LAST NAME/COMPANY _____ FIRST NAME _____

3. Tax Billing Address
 Indicate where future Tax Bills are to be sent if other than buyer address(at bottom of form)
 * LAST NAME/COMPANY _____ FIRST NAME _____
 * STREET NUMBER AND NAME _____ * CITY OR TOWN _____ * STATE _____ * ZIP CODE _____

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR Part of a Parcel (Only If Part of a Parcel) Check as they apply:
 4A. Planning Board with Subdivision Authority Exists
 4B. Subdivision Approval was Required for Transfer
 4C. Parcel Approved for Subdivision with Map Provided

5. Deed Property Size X * FRONT FEET OR 9.26 * DEPTH * ACRES
 4B. Subdivision Approval was Required for Transfer
 4C. Parcel Approved for Subdivision with Map Provided

6. Seller Name C&J Property Holdings, LLC
 * LAST NAME/COMPANY _____ FIRST NAME _____
 * LAST NAME/COMPANY _____ FIRST NAME _____

7. Select the description which most accurately describes the use of the property at the time of sale:
 D. Non-Residential Vacant Land
 Check the boxes below as they apply:
 8. Ownership Type is Condominium
 9. New Construction on a Vacant Land
 10A. Property Located within an Agricultural District
 10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District

SALE INFORMATION

11. Sale Contract Date _____
 * 12. Date of Sale/Transfer 04/16/2025
 * 13. Full Sale Price _____ .00
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

14. Indicate the value of personal property included in the sale _____ .00

15. Check one or more of these conditions as applicable to transfer:
 A. Sale Between Relatives or Former Relatives
 B. Sale between Related Companies or Partners in Business.
 C. One of the Buyers is also a Seller
 D. Buyer or Seller is Government Agency or Lending Institution
 E. Deed Type not Warranty or Bargain and Sale (Specify Below)
 F. Sale of Fractional or Less than Fee Interest (Specify Below)
 G. Significant Change in Property Between Taxable Status and Sale Dates
 H. Sale of Business is Included in Sale Price
 I. Other Unusual Factors Affecting Sale Price (Specify Below)
 J. None
 Comment(s) on Condition: _____

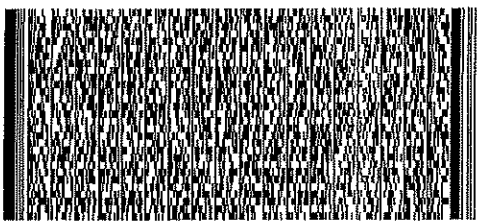
ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken(YY) 24 * 17. Total Assessed Value 100
 * 18. Property Class 314 * 19. School District Name Shenendehowa CSD
 * 20. Tax Map Identifier(s)/Roll Identifier(s) (if more than four, attach sheet with additional identifier(s))
258.-1-76.6

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE
X [Signature] (member) 4/16/25
 SELLER SIGNATURE _____ DATE _____
BUYER SIGNATURE
 BUYER SIGNATURE _____ DATE _____



BUYER CONTACT INFORMATION

(Enter information for the buyer. Note: If buyer is LLC, society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. Type or print clearly.)
Town of Clifton Park
 * LAST NAME _____ FIRST NAME _____
 * AREA CODE _____ * TELEPHONE NUMBER (Ex: 0000000) _____
1 Town Hall Plaza
 * STREET NUMBER _____ * STREET NAME _____
Clifton Park NY 12065
 * CITY OR TOWN _____ * STATE _____ * ZIP CODE _____
BUYER'S ATTORNEY
 LAST NAME _____ FIRST NAME _____
 AREA CODE _____ TELEPHONE NUMBER (Ex: 0000000) _____

PLANNING BOARD

ROCCO FERRARO
Chairman

ANTHONY MORELLI
Attorney

BETSEY SNYDER
Secretary

Town of Clifton Park

One Town Hall Plaza
Clifton Park, New York 12065
(518) 371-6054 FAX (518)371-1136



MEMBERS

Emad Andarawis
Denise Bagramian
Jeffery Jones
Andrew Neubauer
Eric Ophardt
Greg Szczesny

Teresa LaSalle (alternate)

NOTICE OF DECISION – Subdivision

Meeting Date: June 11, 2019

Project ID: 2018-041 **Applicant:** Masseria

Project Name: Masseria/Santoro 5 Lot Subdivision **Consultant:** GVG

Location: Hubbs Road **SBL:** 258.-1-44.111

Description: Proposed 25.31 acres to be subdivided into 5 lots, with 9.06 acres donated to the Town of Clifton Park. Each lot will have on-site septic systems and wells. There will be a common driveway with access from Hubbs Road.

PUBLIC HEARING pursuant to Section 276 of Town Law

Advertised Date: 3-15-2019 Closed on Date: 5-14-2019

SEQR DETERMINATION Negative Declaration Positive Declaration Date: 3-26-2019

Lead Agency: Town of Clifton Park Planning Board

Action Type: Unlisted Type I Type II

Further action required:

RESOLUTION # 10 of 20 to waive the final hearing for this application, and to grant preliminary and final subdivision approval conditioned upon satisfaction of all comments provided by the Planning Department, Town Designated Engineer, and all items listened in the final comment letter issued by the Planning Department.

Offered by: A. Neubauer Seconded by: G. Szczesny

Conditions: Obtain a final sign-off MJ Engineering and include a NYSOPRHP letter of "no effect" within the SWPPP to demonstrate the project is eligible for permit coverage pursuant to Part I.F.8 of GP 0-15-002 with respect to historic properties.

This application is hereby:

- Approved
- Denied
- Approved with Conditions

[Signature]
Signature Date 6-19-19

Member	Present	Vote Y/N/A
D. Bagramian	<input checked="" type="checkbox"/>	Y
E. Andarawis	<input type="checkbox"/>	
A. Neubauer	<input checked="" type="checkbox"/>	Y
J. Jones	<input checked="" type="checkbox"/>	Y
E. Ophardt	<input checked="" type="checkbox"/>	Y
G. Szczesny	<input checked="" type="checkbox"/>	Y
T. LaSalle (Alternate)	<input checked="" type="checkbox"/>	Y
R. Ferraro	<input type="checkbox"/>	



RESOLUTION

#17

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution setting a public hearing to consider adoption of a local law establishing the Planned Development District (PDD) for Bass Pro Shop Signage at 400 Clifton Park Center Road.

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

WHEREAS, an application for the establishment of a Planned Development District to accommodate the unique signage needs for the Bass Pro Shops, was filed with the Town Clerk on April 21, 2025, and

WHEREAS, the Planning and Zoning staff has reviewed the application and recommend adopting the PDD to ensure that the signage needs of this regional anchor store are met, thereby maximizing its positive impact on the local community and economy, and

WHEREAS, the Town Board wishes to invite Public Comment on the proposed project from residents and members of the public, now therefore be it

RESOLVED, that a public hearing to consider a local law establishing the Bass Pro Shop PDD is hereby scheduled for June 16, 2025, at 7:02 p.m., in the Wood Memorial Meeting Room, One Town Hall Plaza, Clifton Park, New York; and be it further

RESOLVED, that the Town Clerk shall publish appropriate notice of same.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, April 28, 2025 2:05 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; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1777

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

Department: Planning Department

Your Name: John Scavo

Your Email: jscavo@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 05/05/2025 ✓

Board Meeting Date: 05/05/2025 ✓

Alternate Date: 05/19/2025

Budget Number: N/A

Budget Description: N/A

Amount: 0

Brief Description: Schedule a public hearing which pursuant to Town Code requires 30 days notice for public review for the Bass Pro Shop PDD to allow for Store Signage beyond what the Town Code Allows for in the number and total square footage allowed based on the building size.

Add Supporting Docs:

[760608fc54ad5242_Transmittal_to_TB_04-28-2025.pdf](#)

[b3b70adf3556d225_Project_Information_and_Documents_PDF.pdf](#)

Additional Comments/Details: Looking to combine it on the agenda and meeting date to set the public hearing due to the anticipated opening in August to allow adequate time for signs to be installed. Sets public hearing 30 days out.

Agree to Terms: Agree

[unsubscribe](#)



Town of Clifton Park

Planning & Zoning Department

One Town Hall Plaza | Clifton Park, New York 12065
(518) 371-6054 | Planning@Cliftonpark.org

Interoffice Memorandum

To: Town of Clifton Park Town Board

From: John Scavo, Director of Planning & Zoning

Date: April 28, 2025

Cc: Stephanie Ranze, Town Clerk; Paul Pelagalli, Esq., Town Attorney

Re: Consideration for Adoption of a Planned Development District (PDD) for Bass Pro Shops Signage at 400 Clifton Park Center Road, Clifton Park, NY

This memo is to request the Town Board's consideration for adopting a Planned Development District (PDD) that serves to allow the proposed signage package for the Bass Pro Shops at its Clifton Park facility. The PDD is necessary to accommodate the unique signage needs of this regional anchor store, which are not adequately addressed by the current signage regulations in Clifton Park.

Background

Bass Pro Shops is developing a new Outdoor World store at 400 Clifton Park Center Road. As a destination shopping experience, it is crucial for the store to have recognizable and comprehensive signage that aligns with its brand and attracts customers. The existing sign code in Clifton Park does not account for the scale and type of signage required for such a significant retail establishment.

Project Narrative

The attached Project Narrative outlines the importance of the proposed signage package for Bass Pro Shops. Key points include:

- The signage package is designed to be easily recognizable and is consistent with Bass Pro Shops' branding across the United States.
- Adequate signage is essential for guiding the large number of expected visitors to the site, thereby reducing traffic congestion and improving safety.
- The signage will support the economic benefits of the project by attracting thousands of customers, boosting sales tax revenues, and increasing overall economic activity in Clifton Park and Saratoga County.

Importance of a Regional Anchor Store

Regional anchor stores like Bass Pro Shops play a vital role in drawing visitors to the area, which benefits the local economy in several ways:

- Increase foot traffic and attract visitors who may also patronize other local businesses, thereby supporting the broader retail ecosystem.
- Generates significant sales tax revenue and creates job opportunities for residents, benefiting Clifton Park's economic growth.
- Enhances Clifton Park's reputation as a single shopping destination in the Capital Region for the globally recognized brand, which will likely attract further investment and development within the community.

Adopting the PDD

The Process for adopting the PDD involves several steps, as detailed in the attached document "Adopting and Amending Zoning by Local Law." These steps include:

1. Applicant submits the PDD proposal to the Planning and Zoning Department with the required application fee. Status: Complete.
2. Conduct a pre-application meeting for the proposal with Planning and Zoning staff. Status: Complete.
3. Draft the local law establishing the PDD. Status: Complete.
4. The Town Board may choose to refer the PDD application to the Planning Board for review and an advisory opinion, which may include a public hearing. I do not recommend this optional step since the Planning Board authority doesn't include signage review and approvals. Therefore, the concepts for signage consideration under this PDD would be new for its consideration and not an area ordinarily considered by Planning Board Members. Status: Referral Optional, Not Recommended.
5. Provide a referral to the Saratoga County Planning Board in accordance with GML Section 239-m. Status: In Progress.
6. Review and approval by the Town Board, including a public hearing and environmental review pursuant to the State Environmental Quality Review Act. Status: Pending.
7. Town Clerk's Office to file the adopted law with the Secretary of State and publish it as required. Status: Pending.
8. Bass Pro Shops begins installation of signage in accordance with the approved PDD plans for a store opening, tentatively scheduled for August 2025. Status: Pending.

Concluding Thought

Adopting the PDD for the Bass Pro Shops signage package is a strategic move that will support the successful development of this significant retail project. It will ensure that the signage needs of this regional anchor store are met, thereby maximizing its positive impact on the local community and economy.

Attachments: Bass Pro Shops PDD Application with Supporting Exhibits Links



Town of Clifton Park
Planning Department

One Town Hall Plaza
Clifton Park, New York 12065
(518) 371-6054 FAX (518) 371-1136

File#: 25-000530
Application#: ADM25-000002
Project ID#: 2025-021

Final Planning Board Meeting Packet

Permit Summary

Type: Administrative Application - Other
Application Date: 04/21/2025
Address: 400 Clifton Park Center RD
Project Description: #2025-021 Bass Pro Shops Sign Allowance PDD
Application Description: Bass Pro Shops Sign Allowance PDD
Applicant: Bass Pro Shops

Full Application:

Applicant Name	
Applicant Email	Eric.Miller@basspro.com
Applicant Address	
Applicant Company Name	Bass Pro Shops
Applicant Company Address	2500 E Kearney Street Springfield MO 65803
Applicant Home Phone	
Applicant Cell Phone	4175166335
Applicant Work Phone	
Property Owner/Contract Vendee	CIMA Network Inc. -
Authorized Representative	Brick Law Firm, P.C. - Andrew Brick
Current Zoning	TC1 - Highway Zone
Narrative Description	Amendment to allow for installation of a comprehensive sign package for the Bass Pro Shops Outdoor World project.

Comments

Initial Application Review, Planning and Zoning - Melinda Acker

No comments

Documents

Type	File	Created By	Created
Additional Attachments	Exhibit B.pdf	Melinda Acker	04/21/25 1:51:13 PM
Additional Attachments	PDD Language.pdf	Melinda Acker	04/21/25 1:51:13 PM
Additional Attachments	Project Narrative.pdf	Melinda Acker	04/21/25 1:51:13 PM
Additional Attachments	SEAF.pdf	Melinda Acker	04/21/25 1:51:13 PM
Additional Attachments	Application Page.pdf	Melinda Acker	04/21/25 1:51:12 PM
Additional Attachments	Exhibit A.pdf	Melinda Acker	04/21/25 1:51:12 PM



Town of Clifton Park
Planning Department

One Town Hall Plaza
Clifton Park, New York 12065
(518) 371-6054 FAX (518) 371-1136

File#: 25-000530
Application#: ADM25-000002
Project ID#: 2025-021

Final Planning Board Meeting Packet

**Permit
Summary**

Type: Administrative Application - Other
Application Date: 04/21/2025
Address: 400 Clifton Park Center RD
Project Description: #2025-021 Bass Pro Shops Sign Allowance PDD
Application Description: Bass Pro Shops Sign Allowance PDD
Applicant: Bass Pro Shops

Full Application:

Applicant Name
Applicant Email Eric.Miller@basspro.com
Applicant Address
Applicant Company Name Bass Pro Shops
Applicant Company Address 2500 E Kearney Street Springfield MO 65803
Applicant Home Phone
Applicant Cell Phone 4175166335
Applicant Work Phone
Property Owner/Contract Vendee CIMA Network Inc. -
Authorized Representative Brick Law Firm, P.C. - Andrew Brick
Current Zoning TC1 - Highway Zone
Narrative Description Amendment to allow for installation of a comprehensive sign package for the Bass Pro Shops Outdoor World project.

Comments

Initial Application Review, Planning and Zoning - Melinda Acker

No comments

Documents

Type	File	Created By	Created
Additional Attachments	Exhibit B.pdf	Melinda Acker	04/21/25 1:51:13 PM
Additional Attachments	PDD Language.pdf	Melinda Acker	04/21/25 1:51:13 PM
Additional Attachments	Project Narrative.pdf	Melinda Acker	04/21/25 1:51:13 PM
Additional Attachments	SEAF.pdf	Melinda Acker	04/21/25 1:51:13 PM
Additional Attachments	Application Page.pdf	Melinda Acker	04/21/25 1:51:12 PM
Additional Attachments	Exhibit A.pdf	Melinda Acker	04/21/25 1:51:12 PM



RESOLUTION

#18

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 Supervisor to execute an agreement with NYS Department of Agriculture and Markets for grant reimbursement for professional farmland protection planning services for the Town.

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

WHEREAS, the Town was awarded grant funding pursuant to the NYS Department of Agriculture and Markets' Municipal Agriculture and Farmland Protection Planning Grant (FPPG) program for professional planning services to create a comprehensive farmland protection and agricultural enhancement plan for the Town, and

WHEREAS, by Resolution No. 131 of 2024, the Supervisor was authorized to execute an agreement with Community Planning and Environmental Associates (CP&EA) for these services, and

WHEREAS, CP&EA has started work on the Town's farmland protection plan, and

WHEREAS, NYS Department of Agriculture and Markets has forwarded an execution contract for the disbursement of the grant funds awarded to the Town under the FPPG Program, a reimbursement of \$25,000 towards the cost of these professional planning services; now, therefore be it

RESOLVED, that the Supervisor is authorized to sign the attached Grant Disbursement Contract with NYS Department of Agriculture and Markets for professional services to create a farmland protection and agricultural enhancement plan.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, April 28, 2025 4:05 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; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1778

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

Department: Planning

Your Name: Jen Viggiani/John Scavo

Your Email: jviggiani@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 05/05/2025 ✓

Board Meeting Date: 05/05/2025 ✓

Alternate Date: 05/19/2025

Budget Number: A-1440

Budget Description: this is a grant agreement for professional farmland protection planning services

Amount: 25,000

Brief Description: Authorize the NYS Department of Agriculture and Markets' Municipal Agriculture and Farmland Protection Planning Grant Agreement, now that the full grant agreement is ready for the Town Board's authorization. The Town was awarded \$25,000 towards the planning project. The town pays for the planning project consultant in the first instance, and then seeks the \$25,000 reimbursement from the state per this grant agreement.

Add Supporting Docs:

[f24beab2ae5a76e8_AGREEMENT_000000000000000000149305_1_V1.pdf](#)

[f1db58e1db14d15c_TB_Res_131_of_2024_5-20-24_Authorize_CPEA_Agreement_Farmland_Planning_Services.pdf](#)

Additional Comments/Details: With these funds the Town will be able to seek up to the \$25,000 grant amount as reimbursement for planning consultant, Community Planning and Environmental Associates, as previously authorized,

Agree to Terms: Agree

[unsubscribe](#)

Resolution No. 131 of 2024, a resolution authorizing the Supervisor to sign an agreement with Community Planning and Environmental Associates (CP&EA), to help develop and prepare an agricultural farmland protection and enhancement plan for the Town.

Introduced by Councilwoman Reid, who moved its adoption, seconded by Councilwoman Walowit.

WHEREAS, by Resolution 146 of 2023, the Town Board approved the submission of an application for a Farmland Protection Plan Grant (FPPG) and committed to funding the local match commitment for the grant, and

WHEREAS, by correspondence dated October 2, 2023, the New York State Department of Agriculture & Markets advised that the Town was awarded the \$25,000 FPPG, in which the Town would pay in the first instance and be reimbursed up to the grant value for eligible project costs, and

WHEREAS, the Planning office requested quotes for professional services to consider and assess the Town's agricultural and farmland resources, and identify the location of farmland which should be prioritized for protection, among other considerations, and

WHEREAS, CP&EA submitted the sole conforming quote at \$49,860 for such work; now, therefore, be it

RESOLVED, that the Town Board accepts the quote from Community Planning and Environmental Associates (CP&EA) for a cost not to exceed \$49,860, to be paid with a transfer from (Unassigned Fund Balance), A-00914 to A-01440-00015 (General Fund- Engineering- Other Contractual) for all work as described in the request for quotes; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to sign an agreement with CP&EA to create a comprehensive farmland protection and agricultural enhancement plan for the Town.

ROLL CALL VOTE

Ayes: Councilman Morelli, Councilwoman Reid, Councilman Manir,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

May 20, 2024

Teresa Brobston, Town Clerk

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): Department of Agriculture and Markets</p> <p>10B Airline Dr. Albany, NY 12235</p>	<p>BUSINESS UNIT/DEPT ID: AGM01 3000000</p> <p>CONTRACT NUMBER: AGM01-T02076GM-3000000</p> <p>CONTRACT TYPE (select one): <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR NAME: CLIFTON PARK TOWN OF</p>	<p>TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal (list periods) : <input type="checkbox"/> Amendment (list periods) :</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002122</p> <p>Federal Tax ID Number: 146002129</p>	<p>PROJECT NAME: Clifton Park MAFPP</p> <p>ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: 1 TOWN HALL PLZ</p> <p>CLIFTON PARK, NY 12065-3610</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR PRIMARY E-MAIL ADDRESS:</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-For- Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code: N/A</p> <p><input type="checkbox"/> Sectarian Entity</p>
<p>CURRENT CONTRACT TERM:</p> <p>From: 10/02/2023 To: 10/01/2026</p> <p>AMENDED TERM:</p> <p>From:</p> <p>To:</p>	<p>CONTRACT FUNDING AMOUNT (Fixed Term – enter current period amount; Simplified Renewal – enter cumulative amount to date; Multi-year – enter total projected amount of the contract):</p> <p>CURRENT: \$25,000.00</p> <p>AMENDED: \$0.00</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

- Appendix A
- Attachment A:
 - A-1 Agency Specific Terms and Conditions
 - A-2 Program Specific Terms and Conditions
 - A-3 Federally Funded Grants and Requirements Mandated by Federal Laws
- Attachment B:
 - B-1 Expenditure Based Budget
 - B-2 Performance Based Budget
 - B-3 Capital Budget
 - B-4 Net Deficit Budget

 - B-1(A) Expenditure Based Budget (Amendment)
 - B-2(A) Performance Based Budget (Amendment)
 - B-3(A) Capital Budget (Amendment)
 - B-4(A) Net Deficit Budget (Amendment)
- Attachment C: Work Plan
- Attachment D: Payment and Reporting
- Other:
 - Attachment E: Plan Requirement

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and response in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the user of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR: CLIFTON PARK TOWN OF _____

By: _____
 Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

STATE AGENCY:

By: _____
 Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
 APPROVED AS TO FORM

By: _____
 Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____
 Printed Name

Title: _____

Date: _____

Attachment A-2

Program Specific Terms and Conditions of this Agreement

These special conditions apply to the administrative aspects of this Agreement. These special conditions cannot be changed.

RESPONSIBILITY REQUIREMENTS

- A. The **Department** is required to undertake an affirmative review of the responsibility of any vendor to which it proposes to make a funding agreement award. Such review shall be designed to provide reasonable assurances that the proposed **Contractor** is responsible. In undertaking such review, the **Department** must comply with the following standards:
- a. In all cases, the **Department** must consider any information that has come to its attention from the proposed **Contractor** or any other source that would raise issues concerning the proposed **Contractor's** responsibility.
 - b. In the case of any funding agreement valued at \$100,000 or more, the **Department** must affirmatively require disclosure by the proposed **Contractor** of all information that the **Department** reasonably deems relevant to a determination of responsibility by completing a Vendor Responsibility Questionnaire.
- B. The **Contractor** shall at all times during the **Agreement** term remain responsible. The **Contractor** agrees, if requested by Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- C. The Commissioner or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this **Agreement**, at any time, when he or she discovers information that calls into question the responsibility of the **Contractor**. In the event of such suspension, the **Contractor** will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the **Contractor** must comply with the terms of the suspension order. **Agreement** activity may resume at such time as the Commissioner or his or her designee issues a written notice authorizing a resumption of performance under the **Agreement**.
- D. Upon written notice to the **Contractor**, and a reasonable opportunity to be heard with appropriate Commissioner officials or staff, the **Agreement** may be terminated by Commissioner or his or her designee at the **Contractor's** expense where the **Contractor** is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

CONFLICT OF INTEREST

- A. Organizational Conflict of Interest. To the best of the **Contractor's** knowledge and belief, the **Contractor** warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the **Contractor** has disclosed all such relevant information to the **Department**.
1. An organizational conflict of interest exists when the nature of the work to be performed under this Agreement may, without some restriction on future activities, impair or appear to impair the **Contractor's** objectivity in performing the work for the **Department**.
 2. The **Contractor** agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the **Contractor** will immediately make a full disclosure in writing to the **Department**. This disclosure shall include a description of actions which the **Contractor** has taken or proposes to take, after consultation with the **Department**, to avoid, mitigate, or minimize the actual or potential conflict.
 3. To the extent that the work under this funding agreement requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the **Contractor** shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.
- B. Personal Conflict of Interest. The following provisions with regard to management or professional level employee personnel performing under this Agreement shall apply until the earlier of the termination date of the affected employee(s) or the duration of the Agreement.
1. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the work associated with this Agreement. The **Contractor** agrees to notify the **Department** immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this Agreement, as soon as **Contractor** becomes aware of such conflict. The **Department** will notify the **Contractor** of the appropriate action to be taken.
 2. The **Contractor** agrees to advise all management or professional level employees involved in the work of this Agreement, that they must report any personal conflicts of interest to the **Contractor**. The **Contractor** must then advise the **Department** which will advise the **Contractor** of the appropriate action to be taken.
 3. Unless waived by the **Department**, the **Contractor** shall certify annually that, to the best of the **Contractor's** knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the **Department**. Such certification must be signed by a senior executive of the **Contractor** and submitted in accordance

with instructions provided by the **Department**. Along with the annual certification, the **Contractor** shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this Agreement. The initial certification shall cover the one-year period from the date of award for this Agreement, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

4. In performing this Agreement, the **Contractor** recognizes that its employees may have access to data, either provided by the **Department** or first generated during Agreement performance, of a sensitive nature which should not be released without **Department** approval. If this situation occurs, the **Contractor** agrees to obtain confidentiality agreements from all affected employees working on requirements under this Agreement including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the **Department**, any information or data provided by the **Department** or first generated by the **Contractor** under this Agreement, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the **Department**. If a **Contractor**, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the **Contractor** must provide immediate advance notification to the **Department** so that the **Department** can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of this Agreement and for a period of five (5) years after completion of this Agreement.
- C. Remedies. The **Department** may terminate this Agreement in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the **Contractor** fails to make required disclosures or misrepresents relevant information to the **Department**, the **Department** may terminate the Agreement, or pursue such other remedies as may be permitted by the terms of other applicable provisions of this Agreement regarding termination. The **Contractor** will be ineligible to make a proposal or bid on a funding agreement for which the **Contractor** has developed the statement of work or the solicitation package.
- D. The **Contractor** agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the **Department**.

PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES: REQUIREMENTS AND PROCEDURES

I. General Provisions

- A. The **Department of Agriculture and Markets** ("**Department**") is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("**NYCRR**") for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject Agreement (the "**Contractor**" and the "Agreement", respectively) agrees, in addition to any other nondiscrimination provision of the Agreement and at no additional cost to the **Department**, to fully comply and cooperate with the **Department** in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("**EEO**") and contracting opportunities for New York State-certified minority and women-owned business enterprises ("**MWBEs**"). The **Contractor's** demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Agreement, leading to the assessment of liquidated damages pursuant to Section VII hereof and such other remedies available to the **Department** pursuant to the Agreement and applicable law.

II. Contract Goals

- A. For purposes of this Agreement, the **Department** hereby establishes an overall goal of 0% for MWBE participation, 0% for New York State-certified minority-owned business enterprise ("**MBE**") participation and 0% for New York State-certified women-owned business enterprise ("**WBE**") participation (collectively, "MWBE Contract Goals") based on the current availability of MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Agreement and achieving the MWBE Contract Goals established in Section II-A hereof, the **Contractor** should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>. Additionally, the **Contractor** is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Agreement.

- C. The **Contractor** understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of an Agreement with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be twenty-five percent (25%) of the total value of the Agreement.
- D. The **Contractor** must document “good faith efforts,” pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Agreement. Such documentation shall include, but not necessarily be limited to:
 - 1. Evidence of outreach to MWBEs;
 - 2. Any responses by MWBEs to the **Contractor’s** outreach;
 - 3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 - 4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the **Department** with MWBEs; and
 - 5. Information describing specific steps undertaken by the **Contractor** to reasonably structure the Agreement’s scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity (“EEO”)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Agreement.
- B. In performing the Agreement, the **Contractor** shall:
 - 1. Ensure that each **Contractor** and subcontractor performing work on the Agreement shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - 2. The **Contractor** shall submit an EEO policy statement to the **Department** within seventy-two (72) hours after the date of the notice by the **Department** to award the Agreement to the **Contractor**.
 - 3. If the **Contractor**, or any of its subcontractors, does not have an existing EEO policy statement, the **Department** may require the **Contractor** or subcontractor to adopt a model statement (see Form MWBE EE01 – MWBE and Equal Employment Opportunity Policy Statement).
 - 4. The **Contractor’s** EEO policy statement shall include the following language:
 - a. The **Contractor** will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age,

disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

- b. The **Contractor** shall state in all solicitations or advertisements for employees that, in the performance of the Agreement, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- c. The **Contractor** shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the **Contractor's** obligations herein.
- d. The **Contractor** will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "D" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Agreement.

C. Form MWBE/EEO3 - Workforce Employment Utilization Report

1. The **Contractor** shall submit a Workforce Employment Utilization Report, and shall require each of its subcontractors to submit a Workforce Employment Utilization Report, in such form as shall be required by the **Department** on a **quarterly** basis during the term of the Agreement.
2. Separate forms shall be completed by the **Contractor** and any subcontractors.

D. The **Contractor** shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The **Contractor** and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

A. The **Contractor** represents and warrants that the **Contractor** has submitted an MWBE Employment Utilization Plan, or shall submit an MWBE Employment Utilization Plan at such time as shall be required by the **Department**, through the

New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the **Contractor** may arrange to provide such evidence via a non-electronic method to the **Department**, either prior to, or at the time of, the execution of the Agreement.

- B. The **Contractor** agrees to adhere to such MWBE Employment Utilization Plan in the performance of the Agreement.
- C. The **Contractor** further agrees that failure to submit and/or adhere to such MWBE Employment Utilization Plan shall constitute a material breach of the terms of the Agreement. Upon the occurrence of such a material breach, the **Department** shall be entitled to any remedy provided herein, including but not limited to, a finding that the **Contractor** is non-responsive.

V. Waivers

- A. If the **Contractor**, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the **Contractor** may submit a request for a waiver through the NYSCS, or a non-electronic method provided by the **Department**. Such waiver request must be supported by evidence of the **Contractor's** good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, the **Department** shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- B. If the **Department**, upon review of the MWBE Employment Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the **Contractor** is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, the **Department** may issue a notice of deficiency to the **Contractor**. The **Contractor** must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

The **Contractor** is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the **Contractor** may arrange to provide such report via a non-electronic method to the **Department** by the 10th day following the end of each quarter during the term of the Agreement.

VII. Liquidated Damages - MWBE Participation

- A. Where the **Department** determines that the **Contractor** is not in compliance with the requirements of this Appendix and the **Contractor** refuses to comply with such requirements, or if the **Contractor** is found to have willfully and intentionally failed to comply with the MWBE participation goals, the **Contractor** shall be obligated to pay to the **Department** liquidated damages.

- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the **Contractor** achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Agreement.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the **Department**, the **Contractor** shall pay such liquidated damages to the **Department** within sixty (60) days after they are assessed. Provided, however, that if the **Contractor** has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the **Contractor** following the complaint process.

ENVIRONMENTAL PROTECTION FUND ACKNOWLEDGEMENT

If applicable, in recognition of a portion of the Department funds utilized for the work completed under this Agreement, the **Contractor** agrees to acknowledge in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Agriculture and Markets.

NOTIFICATIONS

Notices to the Department shall be addressed to:

New York State Department of Agriculture and Markets
Division of Land and Water Resources
10B Airline Drive Albany, New York 12235

Communications to the Department regarding the work associated with this Agreement, including required project deliverables, may be directed to Jeff Kehoe via email (jeffrey.kehoe@agriculture.ny.gov) or telephone (518-457-4626).

Notices to the **Contractor** shall be addressed to the primary mailing address that appears on the face page of this Agreement.

CLAIMS FOR PAYMENT

The **Contractor** shall submit all Claims for Payment to the following address: New York State Department of Agriculture and Markets c/o NYS OGS BSC Accounts Payable, Building 5, Floor 5, 1220 Washington Avenue, Albany, New York 12226, or via e-mail at accountspayable@ogs.ny.gov. Claims for Payment will not be considered received by the **Department** and any interest which may be due the **Contractor** will not begin to accrue until they have been received at the address referenced herein.

The **Contractor** must submit all supporting documentation for Claims for Payment to the following address: New York State Department of Agriculture and Markets, Division of Land and Water Resources, 10B Airline Drive, Albany, New York 12235, or via e-mail to jeffrey.kehoe@agriculture.ny.gov.

PLAN REQUIREMENTS

The requirements for county and municipal agricultural and farmland protection plans, and the procedures for development and approval of such plans are set forth Article 25-AAA of the New York Agriculture and Markets Law and Part 390 of Title 1 of the New York Codes, Rules and Regulations (1 NYCRR 390). The **Contractor** must comply with these requirements when developing a plan under this Agreement. The relevant provisions of Article 25-AAA and Part 390 are included in Attachment E of this Agreement.

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 10/02/2023 - 10/01/2026
Contract Amount: \$25,000.00

Contract Period Information Details

For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	10/02/2023 - 10/01/2026	\$25,000.00			Y	Y

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: Clifton Park MAFPP
 CONTRACTOR NAME: CLIFTON PARK TOWN OF
 CONTRACT PERIOD NUMBER: 1
 CONTRACT PERIOD: From: 10/02/2023
 To: 10/01/2026

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	\$0.00	\$0.00	0%	\$0.00	\$0.00
b) FRINGE	\$0.00	\$0.00	0%	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	0%	\$0.00	\$0.00
2) Non Personal Services					
a) CONTRACTUAL	\$25,000.00	\$25,000.00	100%	\$0.00	\$50,000.00
b) TRAVEL	\$0.00	\$0.00	0%	\$0.00	\$0.00
c) EQUIPMENT	\$0.00	\$0.00	0%	\$0.00	\$0.00
d) SPACE/PROPERTY RENT	\$0.00	\$0.00	0%	\$0.00	\$0.00
e) SPACE/PROPERTY OWN	\$0.00	\$0.00	0%	\$0.00	\$0.00
f) UTILITIES	\$0.00	\$0.00	0%	\$0.00	\$0.00
g) OPERATING EXPENSES	\$0.00	\$0.00	0%	\$0.00	\$0.00
h) OTHER	\$0.00	\$0.00	0%	\$0.00	\$0.00
Subtotal	\$25,000.00	\$25,000.00	100%	\$0.00	\$50,000.00
Total	\$25,000.00	\$25,000.00	100%	\$0.00	\$50,000.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL WORKSHEET - CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Contractual Services	\$25,000.00	\$25,000.00	100%	\$0.00	\$50,000.00
Total	\$25,000.00	\$25,000.00	100%	\$0.00	\$50,000.00

CONTRACTUAL NARRATIVE
Matching funds via municipal resolution.

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: Clifton Park MAFPP
CONTRACTOR NAME: CLIFTON PARK TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/02/2023
To: 10/01/2026

The Town of Clifton Park will conduct a public planning process to create a Town Agriculture and Farmland Protection Plan to cover the entire geographical extent of the 50 square miles in size Town. Clifton Park is a suburban town with remaining extensive rural Western area of town, in Saratoga County, New York. According to the United States Census Bureau, the 2020 population was 38,209. The town is in southern Saratoga county and is located approximately 12 miles north of Albany, 7 miles northeast of Schenectady, and 10 miles south of Saratoga Springs. Recognized for an outstanding quality of life, smart growth practices, numerous parks, extensive recreation programs, a nearly 20-mile trail network, the Clifton Common sports complex (host to a variety of national, state and regional tournaments), the excellent Shenendehowa School System, an active Clifton Park Senior Community Center and emerging business centers, the town is a model for a balanced growth community. Clifton Park has preserved and restored significant historic sites, such as the Grooms Tavern, and has acquired, protected, preserved land on over 2,000 acres since 2000, and the town additionally has purchased development rights and now holds permanent conservation easements on 187 acres of farmland. The town balances its rural roots with innovative residential designs and twenty-first century economic development in New York's Tech Valley. Clifton Park remains true to its motto: *Clifton Park A Great Place to Live, Work and Play!*

The development pressure is continuing in the Town of Clifton Park and Saratoga County from residential and commercial development, including for solar photovoltaic arrays and utilities infrastructure in the community on open lands throughout Town. Large landowners are under pressure throughout the landscape. During the 20-year period between 2000 to 2020, the Town added 2,700 housing units, an increase of 20 percent. This growth and other economic and demographic factors continue to place significant pressure on the agricultural base.

The Town of Clifton Park has been addressing development pressures for more than 30 years. In the 1990s the farm community advocated for town awareness of local farming and initiated an annual Farm Fest in 1993. The 30th Annual Clifton Park Farm Fest is planned for September 16-17, 2023, at farms and community locations throughout town as a public educational and interactive event. The Town adopted a Right-to-Farm Law in the 1990's and has worked on multiple planning and zoning studies to allow for farming activities and to help conserve farmlands.

Amidst this development pressure, property owners also continue to seek options and opportunities for their farmlands, including the potential for new farming activities and uses. The community of Clifton Park has successfully protected three farms in town and is actively working to purchase the development rights on a fourth farm, with assistance from NYS Department of Agriculture and Markets with the town's first FPIG grant for permanent easements. The town previously took a deep look at farmland issues and protection as part of its 2001-2002 planning process for its Open Space Plan that was adopted by the Town Board in 2003. The community took another look at the Western Clifton Park area of town in 2004-2005 through its Western Clifton Park Land Conservation Plan and GEIS. Nearly 20 years later, after a number of protected farms are underway, it is a good time to evaluate the town's next 10 to 20 years of vision, goals and actions that the community values.

In addition, the current agricultural setting and farms to be served includes but is not limited to the following: Per the Saratoga County Consolidated Agricultural District #2 Eight Year Review (DRAFT FINAL) dated June 23, 2022, there are 453 parcels (3,570.41 acres) within the Town of Clifton Park that are part of the Agricultural District. There are additional support lands and potential agricultural resources outside of the agricultural district lands that will also be considered in the development of the Town's agriculture and farmland protection.

A plan of work is proposed for this project, and is included as an attachment.

Organizational Capacity

The Town will conduct a search to secure an outside consulting firm that specializes in agricultural land use, farmland protection, land use and zoning that pertains to rural and agricultural experience, energy sector planning and zoning issues, GIS mapping, and agricultural economic development planning to conduct the planning project on behalf of and with the Town of Clifton Park and its staff and a future, focused farmland protection planning working group. The project will further be supported by the following experienced town staff:

John Scavo, Director of Planning: Mr. Scavo has over 20 years of professional planning experience and has been with Clifton Park since 2008. He started his career as the City Planner for the City of Cohoes from 2000 to 2004. During this time Mr. Scavo also served as Chairman of the Cohoes IDA and was a founding member of the Cohoes Local Development Corporation. Mr. Scavo then joined the LaBerge Group, a municipal consulting firm from 2004 to 2008 and served in the capacities of Sr. Planner and Senior Community Development Specialist.

Jennifer Viggiani, Open Space Coordinator: Ms. Viggiani has served as the Town's Open Space Coordinator since December 2005. She is a key focal point for managing Town's open space and environmental projects as well as serving as the staff liaison to the Town's Open Space Committee. Prior to joining the Town, she was employed as an Environmental Planner / Project Manager for Behan Planning Associates. She also worked as an Environmental Planning Specialist with Crawford & Associates Engineering PC.

**ATTACHMENT C – WORK PLAN
DETAIL**

Objective
1 Develop a Municipal Agriculture and Farmland Protection Plan - The final Plan will include all of the elements set forth in section 324-a of the Agriculture and Markets Law and be approved by the County Agriculture and Farmland Protection Board, Municipal legislative body, and the Commissioner of Agriculture.
Task
1.1 Pre-planning Conference - Grantee hosts a pre-planning conference to be attended by Farmland Protection Planning Grants Program staff, and shall include all key personnel involved in the development of Plan.
Performance Measures
1.1.1 Host a pre-planning conference - To be conducted within 6 months of receiving a fully executed contract.
Task
1.2 Complete Draft Plan - Grantee will proceed with Plan development and compile a draft of the required plan components and suite of maps to be submitted to the Department as the Draft Plan within 24 months of contract start date.
Performance Measures
1.2.1 Draft Plan approved by the Department. - The Department will complete its review of the Draft Plan within 30 days of receipt.
Task
1.3 Complete Draft Plan - Grantee will proceed with Plan development and compile a draft of the required plan components and suite of maps to be submitted to the Department as the Draft Plan within 24 months of contract start date.
Performance Measures
1.3.1 Record of the Public Hearing - The grantee will keep a record of citizen views and recommendations received to be taken into consideration by the Town Council during its review of the proposed plan.
Task
1.4 Approval of proposed Plan by the Town Council. - The Grantee will submit the Department approved Draft Plan to the Town Council and County AFPB for approval.
Performance Measures
1.4.1 Plan approved by the Town Council and County AFPB. - Approval of completed Plan by the County AFPB and Town Council documented by a resolution authorizing submission of the Final Plan to the Commissioner for approval.
Task
1.5 Grantee will submit the Plan to the Department - Within 60 days of the end of the contract period, Grantee will submit the Plan that was approved by the Town and the County AFPB along with a final Claim for Payment for eligible expenses used throughout the grant development process.
Performance Measures
1.5.1 Plan approved by the Commissioner of Agriculture & Markets - The Commissioner will act upon the Plan within 45 days of receipt and notify the County legislative body of the Plan's approval or disapproval. A copy of the Commissioner's decision will be sent to the chair of the County AFPB.

ATTACHMENT D
PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.
11. The State shall not be liable for payments on the Contract if it is made pursuant to a

Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.
2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.
3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirement

Period 1: 10/02/2023 - 10/01/2026			
Claim Number	Claim Type	Claim Period	Due Date
1	Advance(25%)	10/02/2023 - 10/01/2026	10/02/2023
2	Interim Reimbursement	10/02/2023 - 10/01/2024	12/30/2024
3	Interim Reimbursement	10/02/2024 - 10/01/2025	12/30/2025
4	Interim Reimbursement	10/02/2025 - 10/01/2026	12/30/2026

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.
 - For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
 - For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.
6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a

service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.
8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.
2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report*: The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
2. *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e. g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
3. *Final Report*: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
4. *Consolidated Fiscal Report*: The Contractor shall submit a consolidated fiscal report,

which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 1: 10/02/2023 – 10/01/2026			
Progress Report	Report Type	Report Period	Due Date
1	Progress Report	10/02/2023 - 10/01/2024	12/30/2024
2	Progress Report	10/02/2024 - 10/01/2025	12/30/2025
3	Progress Report	10/02/2025 - 10/01/2026	12/30/2026
4	Final Report	10/02/2023 - 10/01/2026	11/01/2026

E. Special Payment and Reporting Provisions:

Period 1: Payment Requirements:

Once the contract has been fully executed, State funds will be disbursed on a reimbursement basis subject to submission of quarterly progress reports except for an initial advance of up to twenty-five percent (25%) of the total State award, if requested, at the discretion of the Department. The Department will retain ten percent (10%) of the budget amount to be disbursed to the contractor upon approval of the plan by the Commissioner.

Payment to the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, at the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary state procedures and practices. The Contractor shall comply with the State Comptroller of New York's procedures to authorize electronic payments. Contractor acknowledges that it will not receive payment on any Claim for Payment Form submitted under this agreement if it does not comply with the State Comptroller of New York's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Reporting Requirements

The Department will monitor contract performance. An interim progress report that summarizes the work completed on the project shall be submitted on a quarterly basis. A completed Municipal Agricultural and Farmland Protection Plan and a final report must be submitted no later than sixty (60) days after the contract end-date. The final report must include a detailed description of the work completed under the contract, and a description of any problems encountered which affected completion of the project. The Department reserves the right to conduct a follow-up survey of funded projects to determine progress in addressing identified protection strategies.

ATTACHMENT E
MUNICIPAL AGRICULTURAL AND FARMLAND PROTECTION
PLAN REQUIREMENTS

Pursuant to § 324-a of the Agriculture and Markets Law and § 390.4 of Title 1 of the New York Codes, Rules and Regulations the following guidelines set forth the requirements for municipal agricultural and farmland protection plans, and the procedures for the development and approval of such plans.

(a) Required Elements of a Plan.

Municipalities may develop agricultural and farmland protection plans, in cooperation with cooperative extension and other organizations, including local farmers. These plans shall include at least the following elements:

- (1) a statement of the municipality's goal(s) with respect to agricultural and farmland protection (e.g., to stabilize or enhance the agricultural economy of the municipality; preserve open space; abate land conversion pressure; maintain community goals with respect to development and growth; and protect natural resources such as air quality, watersheds, aquifers, or wildlife);
- (2) an identification of the general location of any lands or other designation of areas that are proposed to be protected (e.g., the whole municipality, all agricultural district lands within the municipality, farms or farmlands in particular sections of the municipality). Specific tracts of land or farms need not be identified. Maps are not mandatory but may be used at the discretion of the municipality to illustrate strategies or to explain the plan more completely;
- (3) an analysis of the lands or areas to be protected, such as their value to the agricultural economy of the municipality, their open space value, the level of conversion pressure being experienced, and the consequences of possible conversion;
- (4) a description of activities, programs and strategies, including efforts to support the successful transfer of agricultural land from existing owners to new owners and operators, especially new and beginning farmers, intended to be used by the municipality to promote continued agricultural use, including how they are to be financed, and which may include but not be limited to revisions to the municipality's comprehensive plan pursuant to section 272-a of the Town Law or § 7-722 of the Village Law as appropriate; and
- (5) a description or identification of other municipal and county planning and land use programs, if any, such as economic development, zoning and comprehensive land use planning, which may be shown to complement and be consistent with, the municipal agricultural and farmland protection plan, as well as identification of any municipal and county plans, policies or objectives which are inconsistent with or conflict with the plan.

(b) Planning and approval process.

In developing an agricultural and farmland protection plan, the municipality shall follow the planning and approval process in sequence as follows:

- (1) the municipality shall conduct at least one public hearing to solicit citizen views and recommendations;
- (2) the municipality shall undertake specific efforts to involve members of the farm community in the planning process, and to assure that the final plan is made available to the farm community for comment before it is approved;
- (3) the municipality shall consult with the Department throughout the planning process;
- (4) the municipality shall submit the proposed plan to the municipal legislative body and the agricultural and farmland protection board for the county in which the municipality is located for approval;
- (5) municipal legislative body approval of the plan shall be documented by a resolution;
- (6) plans of work must be completed within 24 months to be eligible for State matching grants under this program, unless said period is extended by written agreement between the municipality and the department; however, the municipality legislative body need not approve the final plan within 24 months; and
- (7) the municipality shall submit the plan to the Commissioner for approval. The Commissioner shall act upon the plan within 45 days of receipt of the document and notify the municipality of the plan's approval or disapproval. A copy of the Commissioner's decision shall be sent to the chair of the agricultural and farmland protection board for the county in which the municipality is located.

(c) Plan review process.

The following criteria shall be used by the Commissioner to determine the acceptability of a municipal agricultural and farmland protection plan:

- (1) the consistency of the plan with State agricultural and farmland protection plans, policies and objectives; State environmental plans, policies, and objectives; and State comprehensive plans, policies, and objectives;
- (2) the consistency of the plan with county and municipal plans, policies, and objectives which the plan could affect;
- (3) the practicality of the plan (*i.e.*, the extent to which it can reasonably be expected to meet the identified municipality goal[s] for agricultural and farmland protection);
- (4) the extent to which the plan satisfies the analytical factors addressed under section 324-a of the Agriculture and Markets Law;
- (5) the adequacy of substantiating data, information, and facts;
- (6) the cost implications of the protection measures identified in the plan (*i.e.*, what can be accomplished recognizing limited State/local funding mechanisms in view of the public benefit to be derived from protection of agriculture and agricultural lands); and
- (7) whether the municipal legislative body has approved the plan.



RESOLUTION

#19

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 issuance of a Mass Gathering Permit to the Gillette Shows, Inc, to sponsor a carnival at Clifton Park Center.

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

WHEREAS, the Gillette Shows, Inc., has requested that the Town issue a Mass Gathering Permit for the purpose of sponsoring a carnival at Clifton Park Center in front of the Center from Wednesday, May 28 to Sunday, June 1, 2025, and

WHEREAS, the Town has been informed with information concerning this activity, and

WHEREAS, the Town has been named as an additional insured on the required insurance policy; now, therefore, be it

RESOLVED, that the Town Board is satisfied with the information provided and that the potential effect of the proposed public assemblage will have minimal effect upon the public health, safety and welfare of the people and property of the Town of Clifton Park; and be it further

RESOLVED, that the Town Board hereby directs that a permit be issued to Gillette Shows, Inc., for a public assemblage to be held in the front of Clifton Park Center, from Wednesday, May 28 through Sunday, June 1, 2025 for the sole purpose of sponsoring a carnival, provided that the Town is given a Certificate of Insurance in the amount of \$1,000,000, naming the Town of Clifton Park as additionally insured.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, April 17, 2025 4:17 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagnello; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1755

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

Department: Planning / Zoning

Your Name: Scott Reese

Your Email: sreese@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 04/21/2025 ✓

Board Meeting Date: 05/05/2025 ✓

Alternate Date: 05/05/2025

Budget Number: N/A

Budget Description: N/A

Amount: 0

Brief Description: Gillette Shows Inc is applying for a Mass Gathering Permit for a carnival at the Clifton Park Center Mall from May 28th through June 1st, 2025.

Add Supporting Docs:

[067d869df480e6b6_Mass_Gathering_Permit_Carnival.pdf](#)

[0983803630fa8fcf_Draft_Resolution_Markup.pdf](#)

Additional Comments/Details: See attached documents, additional information will be needed to be submitted by the applicant prior to Town Board Meeting.

Agree to Terms: Agree

[unsubscribe](#)

TOWN OF CLIFTON PARK
MASS GATHERING PERMIT APPLICATION

Event Name: Clifton Park Center Carnival

Date(s): May 28 - June 1 2025

Applicant's Name: Betty Gillette

Name of Organization: Gillette Shows Inc.

Address: 291 Pecks Rd Pittsfield MA Phone: 413-441-2130

Cell Phone: 413-441-2130 Email: bettygillette@hotmail.com

Contact Person(s) during the Event:
Betty Gillette Phone: 413-441-2130

Please provide the following information:

1. Number of people expected to attend the gathering - participants: - See Below PROVIDE ESTIMATE RANGE OF PEOPLE PER PRIOR EVENTS.
2. Location of the gathering: Clifton Park Center 22 Clifton Country Rd Clifton Park, NY 12065 *See page #3 for response

3. Description of the type of gathering to be held: Carnival with rides, games and food. People flow in and flow out during opening times.

3. Dates and times the gathering will be held: May 28 - June 1
Weeknights 5pm-9pm Saturday 1pm-10pm Sunday 1pm-8pm

4. Estimated length of stay of attendees: only during opening hours.

5. Name of property owner: CPC Development L, LLC
Address of property owner: 22 Clifton Country Rd Suite 79 Clifton Park, NY 12065
Phone/Fax # of property owner: 518-210-9662

6. Name of the solid waste (garbage) haulers contracted: Vic's Roll off - Delivery date? 5/27/25

- a. How will garbage containers be monitored? Gillette Shows staff will monitor
 - b. Who will oversee monitoring garbage containers: Gillette Shows
- (Solid waste must be removed from the site within 24 hours of the end of the event.)

7. Liquid waste (portable toilets) haulers contracted: Stone Industries - Delivery date? 5/27/25

- (Toilets must be located 300 ft from spectator area)
- a. How many permanent toilets are located at the site? toilets available in mall
- b. How many portable toilets (inc. ADA accessible) will be rented? 12
- c. How many hand wash stations will be rented? 2 (There must be 1 station for every 10 toilets & garbage can with a lid next to the station.)
- d. Who will monitor and refill water, soap and paper towels at the hand washing station?
Gillette Shows staff.

8. Will alcohol be served at the event? NO (Please provide the New York State Liquor Authority Application for Alcoholic Beverage Control Permits. Restricted areas for alcohol must be designated on the site plan map.)

9. Drinking water must be provided. How will this be done?
All Food Concessions provide beverages - soda/water

10. First Aid Stations: The station must be accessible by ambulance and clearly marked. Adequate medical facilities, including a first-aid station. It must be shown that at least one doctor shall be on duty at all times and that at least one registered nurse for every 500 people in attendance will be on duty at all times. A statement specifying the facilities to be available for emergency treatment of any person who may require medical or nursing attention.

Gillette will work with the Sheriff's Dept to have first aid available.

11. How many parking attendants and traffic control guards will be provided? small parking

12. A statement specifying whether any private security guards or police will be engaged and, if so, the numbers and duties to be performed by such persons.

Sheriff's Dept is on site - Are they assigned to this event? - Is there a contract?

LIST # NUMBER OF CROWD MANAGERS THAT WILL BE ON-SITE * 10

13. You must provide a plan for dangerous conditions during the gathering. This plan will include evacuation, cancellation or delay of the gathering, and provision for support facility. An Incident Action Plan (IAP) should be included with this application. Noise ordinances must be followed according to the Town of Clifton Park Town Code.

14. Attach a site plan delineating the area where the gathering is to be held including:

- a. Parking area available for patrons - one car for every 4 patrons. (Is there adequate parking at this location?)
- b. Location of entrance, exit, interior roadways, walks and Fire Lanes
- c. Location of operator's headquarters at the gathering
- d. Location of restroom facilities
- e. Location of water stations
- f. Location and number of food vendors, and types of food to be served (if known).
- g. Location, number, type, and provider of solid waste containers
- h. Location of the first aid station
- i. Plan to provide lighting adequate to ensure the comfort and safety of attendees and staff
- j. Signs must be provided that show where first aid, restroom, drinking facilities and exits are located. They must be large enough and high enough so that attendees can easily see them.
- k. Will signage (Advertising, Off-Site Way Finding) be used?
- l. Plan for cleaning up after the event
- m. Plan for Security

15. Provide Vehicle Impact Protection Plan.

They are hiring 2 security officers to be on site during opening hours. Contract in process. ←

16. Obtain Operating Permit from the Town of Clifton Park Building & Development Department.

17. All food vendors are required to have a valid Saratoga County Department of Health Temporary Food Service Permit. Please contact the County at (518) 584-7460 x 8317. The Town of Clifton Park must be added to Liability Policies per Chapter 64 Section 64-8 of the Town of Clifton Park Town Code.

18. The Saratoga County Sheriff's Department must approve of this plan before it is presented to the Town Board.

19. Fire Protection Services - (Fire lanes/Water Supply for fire control) Has local Fire Department been notified of the event? They will be - yes

20. Is applicant agreeable to the attached Town Code Chapter 64 Assemblies, Mass Public? yes

Applicant's signature Elizabeth J. Melotte Date 04/10/2025

FOR OFFICE USE ONLY

Application Fee: _____ Approved By: _____ Date: _____

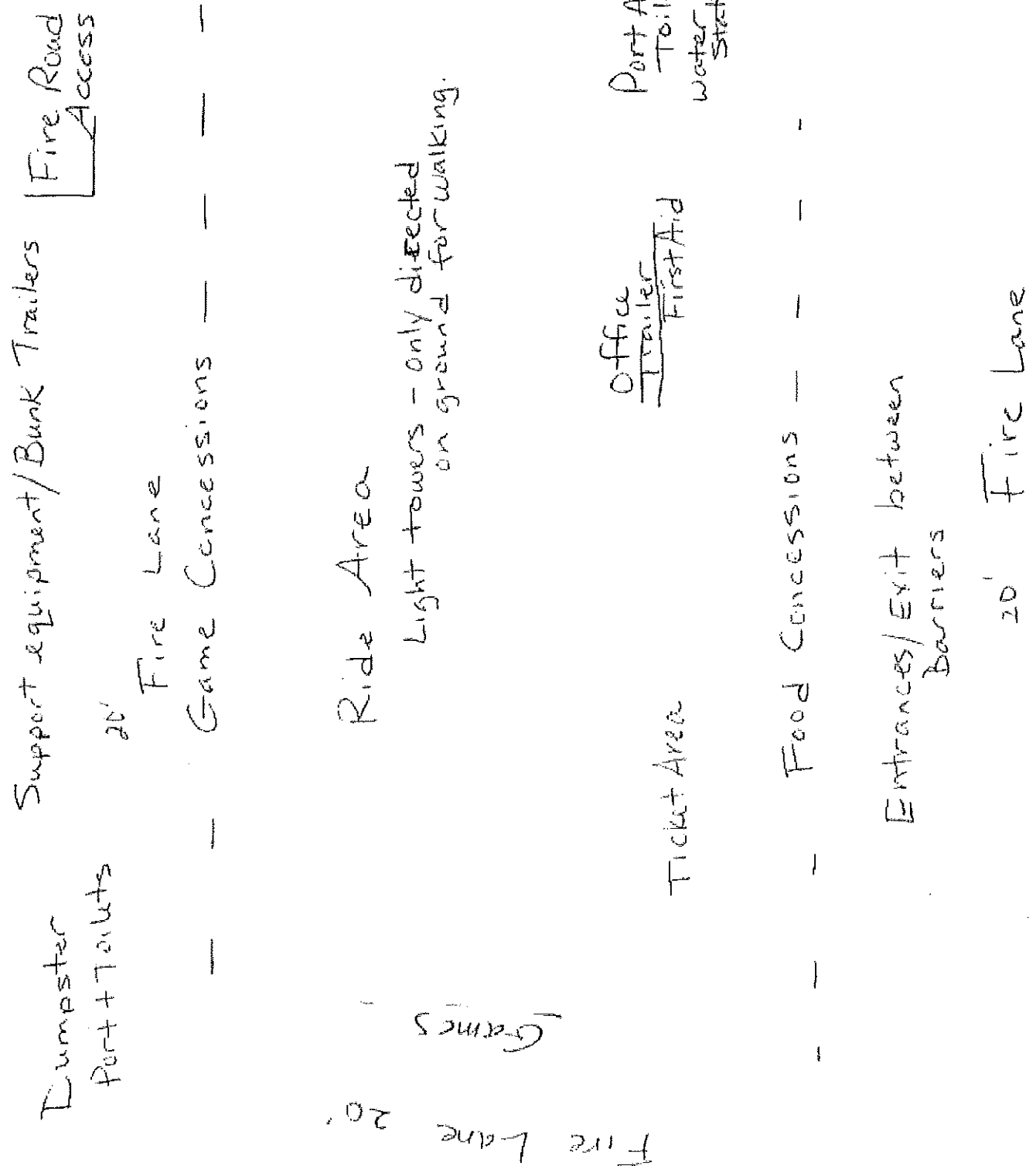
* In regards to how many people are expected, this is a very difficult calculation to make. During opening hours families come to the carnival, some stay for 15 minutes to get some food, some stay for 2 hours to go on rides. Customers flow in and out. Crowd control has never been an issue, not like a concert where people arrive at once, stay the entire time, leave at once. Weather also impacts how many customers are there. We do not charge admission, much like the mall, shoppers come in and out during opening times.

There are 10 managers on site at all times.



APPLICANT IS SUPPLYING ADDITIONAL DETAIL OF SITE LAYOUT TO TOWN OF CLIFTON PARK FIRE MARSHALL.

Mall lighting in Parking lot
Entrances/Exits between
Barriers.



Light towers - only directed
on ground for walking.

Games



CERTIFICATE OF INSURANCE

Certificate Issued to:

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

This is to certify that Policy Number **06132457** issued in the name of:

Tiburon Endurance Sports Inc
205 North Monroe Street
Media, PA 19063

Is in force on the date hereof, as follows:

Kind of Insurance: Workers' Compensation and Employers Liability
Policy Period: Effective: **03/10/2025 at 12:01 AM**
Expiration: **03/10/2026 at 12:01 AM**

Limits of Liability: Workers' Compensation Insurance fully complies with the provisions of the Pennsylvania Workers' Compensation Act and the Pennsylvania Occupational Disease Act as re-enacted.

Employers Liability Insurance:

Bodily Injury by Accident	1,000,000	Each Accident
Bodily Injury by Disease	1,000,000	Each Employee
Bodily Injury by Disease	1,000,000	Policy Limit

Job/Site Memo:

Description of Work Covered:
0969 AMUSEMENT, OUTDOOR

Coverage includes all operations incidental to the business of the insured for Pennsylvania employees only and includes Pennsylvania employees whose duties require them to go beyond the territorial limits of the Commonwealth as provided by Section 305.2 of Pennsylvania Workers' Compensation Act as amended.

30-Day Cancellation Clause: In accordance with the procedures for cancellation, State Workers' Insurance Fund (SWIF) will endeavor to give 30 days notice before the cancellation becomes effective. However, the policyholder may cancel forthwith without prior notice to SWIF.

**CERTIFICATE OF INSURANCE
(CONTINUED)**

04/24/2025

Underwriting Division
State Workers' Insurance Fund

Policy Number: 06132457

Department of Labor & Industry | State Workers' Insurance Fund | 100 Lackawanna Avenue
P.O. Box 5100 | Scranton, PA 18505-5100 | 570.963.4635 | www.dli.pa.gov/swif

Auxiliary aids and services are available upon request to individuals with disabilities.
Equal Opportunity Employer/Program



pennsylvania

DEPARTMENT OF LABOR & INDUSTRY
STATE WORKERS' INSURANCE FUND

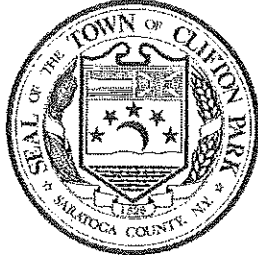
100 Lackawanna Avenue
P.O. Box 5100
Scranton, PA 18505-5100

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Town of Clifton Park
1 TOWN HALL PLZ
CLIFTON PARK NY 12065-3610



RESOLUTION

#20

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 designating that the new Vischer Ferry Nature Preserve Photo Contest proceeds go towards maintenance of the Preserve.

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

WHEREAS, in 2024, the Department of Parks and Recreation offered the first annual photo contest for residents to submit photos of the Vischer Ferry Nature Preserve (VFNP), and

WHEREAS, starting with the 2025 VFNP Photo Contest, contestants will be asked to sign a release to waive proprietary rights to their photos and agree to permit the Town to sell their photos so long as the proceeds be used to maintain the VFNP, and

WHEREAS, the Town Board wishes to identify the net proceeds of the sale of the pictures in the accounting records; now, therefore, be it

RESOLVED, that all proceeds realized from the sales of photos from the annual Vischer Ferry Nature Preserve Photo Contest go towards maintenance of the Preserve; and be it further

RESOLVED, that the Comptroller is authorized to establish certain accounting records which will segregate the proceeds to establish a Town Board Designated Fund to account for the proceeds of the Photo Contest.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, April 17, 2025 2:51 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; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1754

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

Department: Town Board

Your Name: Mark Heggen

Your Email: mheggen@cliftonpark.org

Sponsor: A Reid

Agenda Session Date: 04/21/2025 ✓

Board Meeting Date: 05/05/2025 ✓

Alternate Date: 05/19/2025

Budget Number: N/A

Budget Description: N/A

Amount: N/A

Brief Description: Authorize creation of a Board Designated fund to account for the proceeds of pictures of the Vischer Ferry Nature Preserve. The proceeds of the sale of the prints shall be used for improvements in the Vischer Ferry Nature Preserve.

Add Supporting Docs:

Additional Comments/Details: Board designated fund rather than a Capital Reserve Fund.

Agree to Terms: Agree

[unsubscribe](#)



RESOLUTION

#21

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 hiring of Scott Skinner as a part-time armed Court Officer.

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

WHEREAS, an opening exists for a part-time armed Court Officer, and

WHEREAS, Lou Pasquarell, Director of Safety and Security, has recommended that Scott Skinner be hired to fill the position; now, therefore, be it

RESOLVED, that authorization is hereby given to hire Scott Skinner as a part-time armed Court Officer, at Grade 6, Step 1, \$30.24/hr., effective immediately, to be paid from A-3120-E4030 (General Fund – Security – Part Time Court Officer).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, May 1, 2025 10:13 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; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1783

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

Department: Security
Your Name: Lou Pasquarell
Your Email: lpasquarell@cliftonpark.org
Sponsor: Supervisor Barrett
Agenda Session Date: 05/05/2025 ✓
Board Meeting Date: 05/05/2025 ✓
Alternate Date: 05/05/2025
Budget Number: A-3120-E4030
Budget Description: Would like to hire Scott Skinner as an Armed Court Officer to replace Mike Welch who is retiring effective 5/17/2025.
Amount: \$30,24/hr
Brief Description: I would like to hire Scott Skinner for both Armed Court Officer and Security if needed.

As for annual training, I would like Greg Amyot to take this detail over. Greg has done this training in the past and will need to get updated on his training.

Add Supporting Docs:
Additional Comments/Details: N/A
Agree to Terms: Agree

[unsubscribe](#)