



TOWN OF CLIFTON PARK TOWN BOARD MEETING

August 4, 2025

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



- I. **Call to Order/7:00 P. M. – Wood Room, Town Hall**
- II. **Pledge to Flag**
- III. **Roll Call**
- IV. **Approval of Town Board Minutes**
- V. **Communications/Announcements**
- VI. **Business**
 - **Public Hearing- 7:02pm- Proposed amendments to permit fees, Town Code Chapter §103-16**
 - **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**

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING TO CONSIDER A LOCAL LAW
ESTABLISHING AMENDMENTS TO TOWN CODE PERMIT FEES

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on August 4, 2025 at 7:02 p.m. in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York whereas, the Town Board wishes to increase certain fees for permits issued by the Department of Building and Development.

Copies of the proposed local law are posted on our website cliftonparkny.gov and are also available for review in the Town Clerk's office during normal business hours.

Stephanie Ranze, Town Clerk

Suggested code changes for permit fee §103-16:

Permit	Fee
<u>Short-term rental</u>	<u>\$200</u>
Residential permits:	
New structures or additions to existing structures:	
Per 100 square feet of floor area or portion thereof	[\$30] <u>\$40</u>
Minimum charge	[\$80] <u>\$100</u>
Residential remodeling or renovations, i.e., conversions of non-habitable to habitable space (garage to living space); any structural change to the building; any structural change to the foundations; doors and window changes	
Per 100 square feet of area or portion of	[\$30] <u>\$35</u>
Minimum charge	[\$80] <u>\$100</u>
Reroofing:	
Residential	[\$70] <u>\$80</u>
Commercial	[\$285] <u>\$300</u>
Siding:	
Residential	[\$70] <u>\$80</u>
Commercial	[\$285] <u>\$300</u>
Patios and decks:	
Residential	[\$70] <u>\$80</u>
Commercial	[\$285] <u>\$300</u>
Swimming pools (in-ground or aboveground)	
Residential	[\$70] <u>\$80</u>
Commercial	[\$285] <u>\$300</u>
<u>Hot tubs</u>	<u>\$80</u>
Chimneys, fireplaces and inserts, wood stoves, HVAC and water heaters	

Residential	[\$70] <u>\$80</u>
Commercial	[\$285] <u>\$300</u>
Septic Systems (new or replaced)	
Residential	[\$70] <u>\$80</u>
Commercial	[\$285] <u>\$300</u>
Sewer and water utility lines, to include lateral connections	
Residential	[\$70] <u>\$80</u>
Commercial	[\$285] <u>\$300</u>
Demolition	
Residential	[\$70] <u>\$80</u>
Commercial	[\$285] <u>\$300</u>
Wireless Telecommunication Facilities	
New tower or extension of existing tower	[\$6,000] <u>\$6,500</u>
New wireless communication equipment on existing facility	[\$3,500] <u>\$4,000</u>
Solar Energy Systems	
Roof-mounted and/or building integrated	
Residential	[\$80] <u>\$100</u>
Commercial	<u>\$400</u>
PV Solar Farms	
Commercial solar fees will be based on total costs of the project, as follows:	[\$135] <u>\$150</u> for the first \$1,000 in total project costs; [\$12] <u>\$20</u> for each additional \$1,000 in total project cost

Commercial/nonresidential permits:

New structures, additions or alterations

to existing structures:

Per 100 square feet of floor area or portion thereof [~~\$50~~] \$60

Minimum charge [~~\$360~~] \$400

Toolsheds, storage buildings and garages, either metal or wood, regardless of whether they are permanent or portable (No permit is required for a structure less than 144 square feet in floor area. However, it must adhere to sideline and rear line setbacks)

Per 100 square feet of floor area or portion thereof [~~\$50~~] \$55

Minimum Charge \$360

Any additional plan review (changes, revision or additions to original permit)

Residential, per 100 square feet of floor area or portion thereof [~~\$20~~] \$25

Residential minimum [~~\$80~~] \$85

Commercial, per 100 square feet of floor area or portion thereof [~~\$40~~] \$45

Commercial minimum (Note: The original permit fee [~~\$310~~] \$320

covers the initial plan review, if required. Projects requiring a third or more review will be charged an additional fee equal to 5% of the overall permit cost.)

Resolutions for Consideration
Clifton Park Town Board Meeting
August 4, 2025

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Town Board	Adopt Local Law No. __ of 2025 to amend permit fees, Town Code Chapter §103-16	P. Barrett
2. Town Board	Schedule a public hearing for August 18, 2025, at 7:05pm on proposed amendments to Town Code Chapter 194, Vehicles and Traffic, regarding stopping or standing in fire lanes.	P. Barrett
3. Town Board	Authorize an intergovernmental agreement for provision and deployment of CrowdStrike cybersecurity endpoint protection software for the Town.	P. Barrett
4. Town Board	Schedule a public hearing for August 18, 2025, at 7:07pm on proposed amendments to the Town Code to add Chapter 93, Animals	P. Barrett
5. Town Board	Schedule a Public Hearing for August 18, 2025, at 7:09pm on the proposed extension of the Cannabis Cultivation Moratorium	P. Barrett
6. Buildings & Grounds	Authorize the purchase of new playground equipment for the Clifton Gardens Park District	P. Barrett
7. Buildings & Grounds	Authorize Northeast Commercial Interiors to replace carpet in the Town Court offices at the Public Safety Building	P. Barrett
8. Planning	Authorize a professional services agreement for the appraisal of the 31.74-acre land parcel, adjacent to Riverview Road	P. Barrett
9. Planning	Authorize assistance from Prime Engineering to update and revise an application for NYSEFC WIA Grant for the Eastside Drive Water District Project	P. Barrett

- | | | |
|---------------------------|---|-------------------------|
| 10. Planning | Authorize the Town to file an electronic application for the Household Hazardous Waste State Assistance Program and sign a master grant contract for the Household Hazardous Waste Day on September 6, 2025 | P. Barrett |
| 11. Planning | Award the construction contract and construction inspection supplemental agreement #2, and authorize the renewal of temporary construction easements for the Hubbs Road Multi-use Path Project | P. Barrett |
| 12. Sewer | Accept sewer extension to 987 Hatlee Road within Clifton Park Sewer District 1, Extension No. 6 | P. Barrett |
| 13. Safety &
Security | Rehire Michael Welch as a Part-Time Armed Court Officer and Town Instructor for Security Officers | P. Barrett |
| 14. Parks &
Recreation | Authorize hiring of a staff member for the 2025 Adventure Challenge Course for the week of 8/11-8/15 | L. Walowit
& A. Reid |



RESOLUTION

#1

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 adopting a local law amending Chapter 103-16 of the Town Code, Building Permit Fees.

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

WHEREAS, the Town Board and Director of Building and Development, Wade Schoenborn, have reviewed the current permit fee schedules and have recommended an additional definition and fee for short-term rentals, and increases to certain fees set forth in §103-16 Permit Fees of the Town Code, and

WHEREAS, the Town Board conducted a Public Hearing on the proposed recommendations on August 4, 2025, and members of the public were provided an opportunity to speak in favor or against the proposal; now, therefore, be it

RESOLVED, that Local Law No. ___ of 2025, a local law amending Chapter 103-16 of the Town Code, Building Permit Fees, per the attached, is hereby adopted; and be it further

RESOLVED, that this local law shall take effect immediately upon its adoption.

Suggested code changes for permit fee §103-16:

Permit	Fee
<u>Short-term rental</u>	<u>\$200</u>
Residential permits:	
New structures or additions to existing structures:	
Per 100 square feet of floor area or portion thereof	[\$30] <u>\$40</u>
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Residential	[<u>\$80</u>] <u>\$100</u>
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covers the initial plan review, if required. Projects requiring a third or more review will be charged an additional fee equal to 5% of the overall permit cost.)



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 scheduling a public hearing to consider amendments to Chapter 194, Vehicles and Traffic, of the Town of Clifton Park Town Code regarding stopping or standing in fire lanes.

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

WHEREAS, there appears to be confusion as to under what circumstances a motorist may stop or stand in a fire lane, and

WHEREAS, the Town Board of the Town of Clifton Park wishes to clarify the provisions in Chapter 194, Vehicles and Traffic, §§ 194-2 and 194-5(j) of the Town of Clifton Park Town Code, and

WHEREAS, the stopping or standing of an unoccupied vehicle in a fire lane constitutes a potential hazard to the health, safety, and welfare of the public in the event of an emergency requiring a response by fire and emergency personnel, and

WHEREAS, the Town Board wishes to obtain public comment regarding the proposed amendments to §§ 194-2 and 194-5(j) of the Town of Clifton Park Town Code; now, therefore, be it

RESOLVED, that a public hearing to consider amendments to §§ 194-2 and 194-5(j) of the Town of Clifton Park Town Code will be held on August 18, 2025, at 7:05 p.m., in the Wood Memorial Room, One Town Hall Plaza, Clifton Park, New York; and be it further

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

Suggested amendment to Sec. 194-2 and 194-5(j).

§194-2

PARKING

When parking is prohibited by this chapter, no person shall park a vehicle, whether occupied or not, but may stop or stand temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers or in the event of an emergency. A vehicle stopped or standing in a fire lane shall be occupied at all times by a licensed driver while loading or unloading merchandise or passengers.

Parking is further defined as the standing of a vehicle, whether occupied or unoccupied, other than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.

Standing is defined as stopping a vehicle, whether occupied or unoccupied, other than temporarily for the purpose of and while actually engaged in receiving or discharging passengers.

Stopping is defined as halting momentarily a vehicle, whether occupied or unoccupied, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control sign or signal.

§194-5 Stopping, parking and standing.

J. No person shall park [or leave unattended] any vehicle in a fire lane. If stopped or standing temporarily in a fire lane while loading or unloading, the vehicle shall be occupied at all times by a licensed driver. In certain posted areas, vehicle in violation of this section may be towed away as provided in §73-15 of this Code.



RESOLUTION

#3

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. of 2025 authorizing the Town Supervisor to execute an intergovernmental agreement for deployment by CrowdStrike of cybersecurity endpoint protection software.

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

WHEREAS, New York State Division of Homeland Security & Emergency Services has received the Town Clifton Park's enrollment form for deployment of the CrowdStrike endpoint protection software, and

WHEREAS, deployment of the CrowdStrike software will provide cybersecurity protection software to the Town of Clifton Park at no cost for provision of the software, and

WHEREAS, the Town Board of the Town of Clifton Park supports the deployment of the CrowdStrike software; now, therefore, be it

RESOLVED, that the Town Supervisor is hereby authorized to execute an intergovernmental agreement for provision and deployment of CrowdStrike cybersecurity endpoint protection software.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, July 17, 2025 11:00 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 #1889

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

Department: Information Technology

Your Name: Zabed Manir

Your Email: zmanir@cliftonpark.org

Sponsor: Zabed Manir, Phil Barrett and NYS DEPT of HomeLand Security

Agenda Session Date: 07/21/2025 ✓

Board Meeting Date: 08/05/2025 ✓

Alternate Date: 07/28/2025

Budget Number: N/A

Budget Description: No expense to town

Amount: zero

Brief Description: CrowdStrike is an endpoint protection software utilized by New York State (NYS) to safeguard computer systems and networks. It is overseen by the NYS Department of Homeland Security. NYS is offering this software as a free service to all 68 counties and local town governments.

Phil, Nora, Rayan, and I have met twice with representatives from the Department of Homeland Security and CrowdStrike. We have also signed the necessary disclosure agreement.

Scope of Work:

This software is provided at no cost to the town. Upon board approval, our vendor will begin a phased implementation of CrowdStrike across all town devices over the next four months. The vendor will collaborate closely with Rayan and his team during the rollout.

Please note that Rayan has prior experience with CrowdStrike and has successfully deployed it in other town offices.

Company Background:

CrowdStrike is a cybersecurity company that provides cloud-native endpoint protection, threat intelligence, and cyberattack response services. It is best known for its Falcon platform, which uses artificial intelligence (AI) and machine learning to detect, prevent, and respond to threats in real time.

Key Facts about CrowdStrike:

Founded: 2011

Headquarters: Austin, Texas, USA

Ticker Symbol: CRWD (traded on NASDAQ)

Core Services

Endpoint Detection and Response (EDR):

Protects laptops, servers, and mobile devices by continuously monitoring and analyzing activity.

Threat Intelligence:

Provides insights about hackers, their tools, and methods to help organizations prepare and respond more effectively.

Incident Response:

Helps organizations recover from breaches or attacks by identifying how attackers got in and removing them.

Cloud Security:

Protects cloud workloads (like those on AWS, Azure, and Google Cloud).

Identity Protection:

Detects and stops identity-based attacks like stolen credentials or lateral movement.

Add Supporting Docs:

[72667c4fff429753_EDR_PHASE_II_IGA_Town_of_Clifton_Park_X052048.pdf](#)

Additional Comments/Details: This software will provide extra security to the End device and free of charge. The software offered NYS Department of Homeland Security at no cost to Town.

- AI-Native Security: Real-time threat prevention and automated response powered by agentic AI
- Unified Defense: Seamless protection across endpoint, identity, and cloud with real-time threat correlation
- Simplified Security: One consolidated platform for endpoint, identity, cloud, and SIEM — reducing complexity and cost

Agree to Terms: Agree

[unsubscribe](#)



RESOLUTION

#4

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. ___ of 2025, a resolution scheduling a public hearing to consider amendments to the Town Code to add Chapter 93, Animals.

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

WHEREAS, the Town of Clifton Park Animal Control Officers have responded to several occurrences of people leaving their pets in unattended vehicles under extreme heat, and

WHEREAS, while the Agriculture and Markets Law §353-d authorizes law enforcement to address such circumstances, Town Animal Control Officers are not authorized to address these situations under the Agriculture and Markets Law, and

WHEREAS, authorizing the Town of Clifton Park Animal Control Officers to address situations where animals are locked in unattended vehicles at extreme temperatures will provide a necessary enforcement provision in addition to the Agriculture and Markets Law provisions, and

WHEREAS, the Town Board of the Town of Clifton Park wishes to add a Chapter 93, Animals to the Town Code which will authorize both Town Animal Control Officers and law enforcement to issue citations with appropriate penalties for animal owners and custodians who leave animals unattended in motor vehicles at extreme temperatures, and

WHEREAS, the Town Board wishes to obtain public comment regarding the proposed Clifton Park Town Code amendments to add Chapter 93, Animals; now, therefore, be it

RESOLVED, that a public hearing to consider amendments to the Clifton Park Town Code to add Chapter 93, Animals, will be held on August 18, 2025, at 7:07 p.m., in the Wood Memorial Room, One Town Hall Plaza, Clifton Park, New York; and be it further

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

Proposed Chap. 93. Animals.

§93.-1 Confinement of animals in motor vehicles.

- A. It shall be unlawful for any person to confine an animal in an unattended motor vehicle where the outside temperature is 70 degrees or greater, and the interior temperature of the vehicle is not maintained to be 80 degrees or less.
- B. It shall be unlawful for any person to confine an animal in an unattended motor vehicle where the outside temperature is below freezing.
- C. It shall be unlawful to confine an animal in an unattended vehicle so as to cause the animal to suffer from heat stress or other injury or illness caused by such exposure. An Animal Control Officer or a law enforcement officer shall have the authority to take whatever steps are necessary to remove any animal found in an unattended vehicle and that appears to be suffering from a heat-related injury or illness. The animal shall be immediately provided with veterinary care. The animal owner or person harboring the animal shall be responsible for all expenses incurred during the removal of the animal and for its subsequent treatment and impoundment.

§93.-2 General care and treatment of animals.

- A. An owner or person having care or custody of an animal shall ensure that the animal is provided with adequate food, water, shelter, protection from inclement weather, and adequate veterinary care.
- B. An owner or person having care or custody of an animal shall not endanger the health of the animal by exposing the animal to excessive heat, cold, lack of food or water, or any other circumstance as may cause injury, illness, death, and/or suffering to the animal.

§93.-3. Penalties for offenses.

Any person convicted of a violation of any provisions of this Chapter shall be guilty of a violation and shall be subject to the following penalties:

- A. For a first offense a civil penalty not to exceed \$250, or imprisonment for up to fifteen (15) days.
- B. For a second offense a civil penalty not to exceed \$500, or imprisonment for up to fifteen (15) days.
- C. For a third offense a civil penalty not to exceed \$1,000, or imprisonment for up to fifteen (15) days.



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 to set a public hearing to consider a local law establishing and extending a 180-day moratorium on commercial and industrial cannabis warehousing, processing, and cultivation operations in the Town of Clifton Park.

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

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

WHEREAS, the Town Board recognizes the evolving regulatory landscape regarding cannabis warehousing, processing, and cultivation operations and their potential impacts on the Town's infrastructure, environment, and community character, and

WHEREAS, the Town Board deems it prudent to temporarily pause the approval or establishment of any new commercial or industrial cannabis warehousing, processing, or cultivation operations to provide sufficient time to study and address any concerns, including but not limited to zoning, environmental impacts, public safety, and economic implications, and

WHEREAS, the Town Board seeks public input and discussion regarding the establishment and extending of a 180-day moratorium on such operations within the Town of Clifton Park; now, therefore, be it

RESOLVED that the Town Board of the Town of Clifton Park hereby sets a public hearing to consider the establishment of a 180-day moratorium on commercial and industrial cannabis warehousing, processing, and cultivation operations within the Town; and be it further

RESOLVED that the public hearing shall be held on August 18, 2025, at 7:09 PM, at the Clifton Park Town Hall, located at 1 Town Hall Plaza, Clifton Park, New York, to hear all interested persons on this matter; and be it further

RESOLVED, that the attached proposal be referred to the Saratoga County Planning Board for its review pursuant to Section 239-m of the New York State General Municipal Law; and be it further

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



RESOLUTION

#6

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution awarding the contract for the purchase of playground equipment for the Clifton Gardens Park District, and to transfer funds from Assigned Fund Balance.

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

WHEREAS, quotes for supplying a 10-foot merry-go-round, to be installed by the Buildings & Grounds Department, were received on or before July 2, 2025, and

WHEREAS, A+ Plus Playgrounds, Brownsville, TX, submitted the low quote in the amount of \$11,815 in response to the request for quote documents, and

WHEREAS, Daniel Clemens, Director of Buildings, Parks & Recreation, recommends awarding the contract for the playground equipment to A+ Plus Playgrounds; now, therefore, be it

RESOLVED, that the Town Board hereby awards the contract to A+ Plus Playgrounds, Brownsville, TX, to supply a 10-foot merry go round, to be installed by the Buildings & Grounds Department, for the Clifton Gardens Park District playground, per the documents attached, in an amount not to exceed \$11,815, to be paid from SP2-7121-200 (Clifton Gardens Park District – Clifton Gardens Contractual – Equipment); and be it further

RESOLVED, that the Comptroller is authorized to transfer from Assigned Fund Balance (SP2-00915) \$5,815 to SP2-07121-00200 (Clifton Gardens Park District – Clifton Garden Contractual – Equipment).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, July 8, 2025 12:31 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 #1874

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: 07/21/2025 ✓

Board Meeting Date: 08/04/2025 ✓

Alternate Date: 08/18/2025

Budget Number: SP2-7121-200

Budget Description: Clifton Gardens Park District - Capital Improvement

Amount: \$11,815.00

Brief Description: Purchase (1) 10- foot merry go round from A Plus Playgrounds and have it shipped here.

Add Supporting Docs:

[4f5ad97a79ace2e7_Clifton_Gardens_10-foot_merry_go_round_res_packet_7.8.25.pdf](#)

Additional Comments/Details: This is a replacement and B&G will do the installation

Agree to Terms: Agree

[unsubscribe](#)

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: July 2, 2025

Description: 10- foot merry go round for Clifton Gardens

Vendor #1: A Plus Playgrounds - \$11,815.00 *

Vendor #2: Summit Supply Corp. of Colorado - \$12,659.70

Vendor #3: Play by Design - Can't get a 10-footer

Vendor #4:

Vendor #5:

Vendor #6:

Comments:

Decision: A Plus Playgrounds -\$11,815.00



A+ Playgrounds
 6050 Danubio Ct
 Brownsville, Tx 78526
 (505)615-0890
 APlusPlaygrounds@outlook.com

Estimate Number: 20250501 Date: 5/12/2025

Client Information:

Client Name: Town of Clifton Park
Address: 1 Town Hall Plaza, Clifton Park, NY 12065
Phone: (518)371-6651
Email: dclemens@cliftonpark.org

Description of Work/Service:

The purchase of equipment listed below

Item	Description	Qty	Rate	Total
301-146G	Merry-Go-Round 10' Tan and Green	1	11,815.00	11,815.00
			Subtotal	11,815.00
			Sales Tax.	0
			Total	11,815.00 *

Payment Terms:
 Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% finance charge.

Additional Notes:



Summit Supply Corp. of Colo.

5092 County Rd 302
Durango, CO 81303

Phone: 970-247-8858
Fax: 970-247-1371

Quote

Date	Quote #
6/10/2025	3998

Bill To
Town of Clifton Park Accounts Payable 1 Town Hall Plaza Clifton Park, NY 12065 US

Ship To
Town of Clifton Park Attn: Dan Clemens 2 Town Hall Plaza Clifton Park, NY 12065 US

Tax exempt certificate and tax id number must be provided at time of order.

Rep
BH

Item	Description	Cost	Qty	Total
301-146	Merry-Go-Round- 10 ft Color -	10,445.95	1	10,445.95T
Shipping	Shipping charge	2,213.75	1	2,213.75T
	Total sales tax calculated by AvaTax	0.00		0.00
	Select this as a transaction's tax to use AvaTax	0.00%		0.00
			Total	\$12,659.70

This quote expires in 7 days. Please verify quantity, type of product, color and finish prior to placing order. No returns on custom-made items. Shipments must be inspected for damage or missing items and reported within 3 days. Payment is due 30 days of invoice date or before order is placed. Interest at the rate of 2% per month will be charged on past due accounts.

Acknowledged and approved by:

Print Name: _____

Sign Name: _____

Your Title: _____ Date: _____

Dan Clemens

From: tisenchni@nycap.rr.com
Sent: Thursday, July 3, 2025 5:45 PM
To: 'Robert Davison'; Dan Clemens
Cc: Regan, Tromblee
Subject: RE: 10-footer

I AGREE.

THANKS,
Nick T

From: Robert Davison <rdaviso1@nycap.rr.com>
Sent: Thursday, July 3, 2025 12:01 PM
To: Dan Clemens <DClemens@cliftonpark.org>
Cc: Nick Tisenchek <tisenchni@nycap.rr.com>; Tromblee Regan <rtromblee@cliftonpark.org>
Subject: Re: 10-footer

Unless Nick expresses reservations, let's go with A+Playgrounds \$11,815 bid.
The extra 2 ft costs as much as the 8 footer, so this 10 ft Merry Go Round will be our Park's only major 2025 undertaking.
Bob D

Sent from my iPhone

On Jul 2, 2025, at 11:46 AM, Dan Clemens <DClemens@cliftonpark.org> wrote:

Attached are the prices on a 10-foot merry go round shipped here. Was waiting on Play By Design, they could not get one from any of their suppliers.

Daniel J. Clemens
Director of Buildings, Parks, and Recreation
Town of Clifton Park, NY
O: 518-371-6651 ext. 248
C: 518-281-5065
dclemens@cliftonpark.org

<image001.png>

<10- foot merry go round packet 7.2.25.pdf>



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 authorizing the installation of new flooring in the Town Court offices of the Public Safety Building.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks, and Recreation, advises that the carpeting in the Town Court offices at the Public Safety Building is in need of replacement, and

WHEREAS, Mr. Clemens recommends that Northeast Commercial Interiors, Watervliet, NY, be authorized to supply and install the flooring, for an amount not to exceed \$13,940 under state contract; now, therefore, be it

RESOLVED, that the replacement of existing carpeting in the Town Court offices of the Public Safety Building is awarded to Northeast Commercial Interiors, Watervliet, NY, at a cost not to exceed \$13,940, under NYS Contract #PC70142, to be paid from A-1621-200 (General Fund - Public Safety Building – Equipment).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, July 9, 2025 10:50 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 #1877

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: 07/21/2025 ✓

Board Meeting Date: 08/04/2025 ✓

Alternate Date: 08/18/2025

Budget Number: A-1621-200

Budget Description: General Fund - Ephriam Stevens Public Safety Building - Equipment

Amount: \$13,939.32

Brief Description: replace all the original carpeting in the court offices with carpet tiles. Northeast Commercial Interiors is a NYS Contract purchaser and installer, PC#70142.

Work may need to be done off hours.

Add Supporting Docs:

[81d5def3120c35ad_Court_offices_carpet_replacement_res_packet_7.9.25.pdf](#)

Additional Comments/Details: If done during regular working hours we can help with furniture moving and save money.

The carpet is flat worn out and torn in many locations.

Agree to Terms: Agree

[unsubscribe](#)

76-3 Crabapple Lane Watervliet, New York 12189
Phone: 518-861-6700 • Fax: 518-203-7652

**Northeast
Commercial Interiors**

Proposal

To: Dan Clemens—Town of Clifton Park **From:** Reggie Kafouris

Fax: _____ **Pages:** _____

Phone: 518-281-5065 **Date:** 07-08-25

Re: ~~Courty~~ ^{COURT} Clerks Office Carpet **CC:** NJPA Contract # PC70142

We propose to furnish and Install Shaw Carpet Tile and Tarkett 4" vinyl Base Color as discussed for the amount of :

Town of Clifton Park ~~Courty~~ ^{COURT} Clerks Office Carpet

150 square yards of removal and disposal of existing carpet @ \$4.95	\$742.50
151.13 square yards furnished carpet tile @ \$20.83	\$3,148.04
151.13 square yards of carpet tile freight @ \$2.75	\$415.61
151.13 square yards of carpet tile installed off hours @ \$11.30	\$1,707.77
360' of 4" vinyl base @ \$4.05 / lin. Ft.	\$1,458.00
1350 square feet of resilient floor prep @ 2.70/sq ft	\$3,645.00
2 pails Adhesive 8010 for Carpet Tile @ 177.00	\$354.00
	<u>\$11,470.92</u>

24 Hours (2 Men @ 12 Hours Each) Furniture Moving @ \$102.85 Add \$2,468.40 X _____

Quote excludes: Major Floor Prep

TOTAL: \$13,939.32 *

To accept this proposal please sign in the space provided below and fax back to our office with your P.O. to follow. Thank you.

X: _____ Date: _____ P.O.# _____

Jon Batchelder and Reggie Kafouris

518-203-7652

6/10/2025

Rm 101 A

101 B

101 C

14 X 12

14 X 10

14 X 14

28
(52)

(40
(48)

196
(56)

19 X 8

108 (42)

1. MAIN	40 X 18	=	720 SF.
2. LEG	18 X 6	=	108 SF
3. 101 A	14 X 12	=	168 SF.
4. 101 B	14 X 10	=	140 SF
5. 101 C	14 X 14	=	196 SF

1,332 SF
= 9
148 SYD

TOWN OF CLIFTON PARK
5. MUNICIPAL PLAZA
COUNTY CLERK OFFICE
DOM. 518 469-0905

40'

CPT NET 1485 SY
BASE NET 324 LF

1. PIPUP (LEADY)
2. CPT TILE (INSTALL)
3. BROADCAST ROOM (PIPUP)
4. 4 INCH GIVE BASE
5. NEEDERS RIGHTS.
6. HEAVY FURNITURE
(THEY MOVE)
7. WILL HAVE TO DO IN PHASES

100 (110)

18'

231MM	FINISHWAX WALL BASE 6" COVE ROLL	ADHESIVE RESILIENT	BOX	\$ 190.44	22.16%	\$ 148.24
158MM	FUSION PRIMER/EPOXY CONSOLIDATION TREATMENT	HARD SURFACE	BOX	\$ 180.00	13.42%	\$ 155.84
5430V	GROUNDWORKS	HARD SURFACE	ROLL	\$ 93.75	9.01%	\$ 85.30
5000V	GROUNDWORKS JUMBO	RESILIENT	ROLL	\$ 602.83	25.83%	\$ 447.14
5428V	HUSH II	CUSHION BROADLOOM	EA	\$ 399.85	27.21%	\$ 291.06
01LDR	LOKDOTS ADHESIVE DOT SLEEVE	ADHESIVE TILE	EA	\$ 295.71	13.44%	\$ 255.98
01LDA	LOKDOTS APPLICATOR	ADHESIVE TILE	EA	\$ 122.86	13.41%	\$ 106.39
LWRX1	LOKWORK TO	ADHESIVE TILE	BOX	\$ 372.49	31.89%	\$ 253.69
3600R	LOKWORK ECOWRX BROADLOOM ADHESIVE 4 GAL	ADHESIVE BROADLOOM	4 GAL PAIL	\$ 98.57	15.32%	\$ 83.48
1000R	LOKWORK+ BROADLOOM ADHESIVE 4 GAL	ADHESIVE BROADLOOM	4 GAL PAIL	\$ 65.71	14.19%	\$ 56.39
9125R	MOISTURETEK	ADHESIVE BROADLOOM	EA	\$ 1,263.57	19.43%	\$ 1,018.04
205MM	MRP MOISTURE RESISTANT PRIMER	HARD SURFACE	UNIT	\$ 1,207.39	22.16%	\$ 939.81
5012V	PINLESS METAL TRACK	RESILIENT	BOX	\$ 136.73	39.68%	\$ 82.48
5036R	PS ANTIMICROBIAL	ADHESIVE TILE	EA	\$ 141.97	8.83%	\$ 129.44
5022V	QUARTER ROUND PROFILE	HARD SURFACE	BOX	\$ 240.00	30.72%	\$ 166.28
5016V	RESILIENT CARPET REDUCER	HARD SURFACE	BOX	\$ 108.59	20.25%	\$ 86.60
5406V	S150-95 RH - RESILIENT SPRAY	ADHESIVE RESILIENT	EA	\$ 55.71	14.50%	\$ 47.64
04Y25	SHAW 1500	RESILIENT	5 GAL PAIL	\$ 100.45	22.16%	\$ 78.19
5003V	SHAW 200	RESILIENT	1 GAL PAIL	\$ 64.70	12.06%	\$ 56.90
5004V	SHAW 200 - RESILIENT	ADHESIVE RESILIENT	4 GAL PAIL	\$ 156.67	3.40%	\$ 151.34
PHGAS	SHAW PURE GAS DEODORIZER FAST USE 250 SF ROOM	HARD SURFACE	BOX	\$ 1,053.60	22.16%	\$ 820.10
PHKIT	SHAW PURE INITIAL STARTER KIT	HARD SURFACE	BOX	\$ 1,247.16	22.16%	\$ 970.76
PH1GC	SHAW PURE LIQUID DEODORIZER 1 GALLON CONTAINER	HARD SURFACE	BOX	\$ 33.42	22.18%	\$ 26.01
PH1GG	SHAW PURE LIQUID DEODORIZER 1 GALLON PACKET	HARD SURFACE	BOX	\$ 592.99	22.16%	\$ 461.58
PH2ZS	SHAW PURE LIQUID DEODORIZER 32 OZ BLACK SPRAY BOTTLE (3)	HARD SURFACE	BOX	\$ 42.50	22.15%	\$ 33.09
PH5GC	SHAW PURE LIQUID DEODORIZER 5 GALLON CONTAINER	HARD SURFACE	BOX	\$ 120.88	22.16%	\$ 94.09
PH5GS	SHAW PURE LIQUID DEODORIZER 5 GALLON PACKET	HARD SURFACE	BOX	\$ 911.77	22.16%	\$ 709.71
PH5D0	SHAW PURE TEST STRIPS LAMOTTE C102 (50 COUNT)	HARD SURFACE	BOX	\$ 78.95	22.16%	\$ 61.45
PHDIS	SHAW PURE V DEODORIZATION KIT - SMALL	HARD SURFACE	BOX	\$ 329.24	22.16%	\$ 256.27
PH1QT	SHAW PURE V DISINFECTION KIT - SMALL	HARD SURFACE	BOX	\$ 298.47	22.16%	\$ 232.32
5405V	SHAW S150 SPRAY ADHESIVE	HARD SURFACE	BOX	\$ 419.90	22.16%	\$ 326.85
5013V	SNAP-DOWN T-MOLDING 1-1/8"	ADHESIVE RESILIENT	EA	\$ 68.55	22.78%	\$ 52.94
5014V	SNAP-DOWN T-MOLDING 2"	HARD SURFACE	BOX	\$ 125.33	39.18%	\$ 76.23
5015V	TILE-CARPET REDUCER 1/8"	HARD SURFACE	BOX	\$ 146.70	39.52%	\$ 88.72
D7303	TURE SEAMING TAPE	HARD SURFACE	BOX	\$ 98.05	20.28%	\$ 78.16
D7302	TURE SEAMING TAPE ADHESIVE	BROADLOOM	EA	\$ 197.32	29.54%	\$ 139.02
5432V	V5-50 MBX VERS/KOVARA 60 (ROLLS) 5'X144' LONG ROLLS	BROADLOOM	EA	\$ 177.56	29.54%	\$ 125.11
5431V	V5-95 VERS/KOVARA 95 (ROLLS) 5'X144' LONG ROLLS	CUSHION TILE	ROLL	\$ 3,337.75	15.65%	\$ 2,815.31
5434V	V5M MBX VERS/KOVARA 2.5" TAPE (ROLLS) 2.5" X 180' ROLLS	CUSHION TILE	ROLL	\$ 1,201.55	18.17%	\$ 983.20
5433V	V5M VERS/KOVARA 2" TAPE (ROLLS) 2" X 180' ROLLS	CUSHION TILE	ROLL	\$ 104.29	14.63%	\$ 89.03
5435V	V5M VERS/KOVARA 4" OS TAPE (ROLLS) 4" X 100' ROLLS	CUSHION TILE	ROLL	\$ 92.86	14.90%	\$ 79.03
5019V	WALL BASE ADHESIVE	CUSHION TILE	ROLL	\$ 107.14	14.58%	\$ 91.53
*NSF 140	Products are offered through Sourcewell for State of New York only.	ADHESIVE RESILIENT	1 GAL PAIL	\$ 32.86	14.17%	\$ 28.20

*% Discount is based on material only price

*Application of the MoistureShield Solution System must be performed by a trained and approved flooring contractor. All requirements of Shaw's 10-year Moisture Limited Warranty must be met and approved by a Shaw representative, including registration of the warranty with Shaw.

1Cradle to Cradle - Certified by McDonough Braungart Design Chemistry as safe, healthy and ecologically sound using closed loop design. www.mbdcc.com.

2Green Label Plus - Certified by the Carpet and Rug Institute for low-VOC emissions and healthy indoor air quality. www.carpet-rug.org.

3NSF-140 - Certified by NSF International to define sustainable carpet, establishing performance requirements for public health and the environment. www.nsf.org.

Estimated Labor Rates by Region: Pricing effective for 12 months from award date.

SERVICE DESCRIPTION	UOM	Region 5 (NY)	
		PW/Unit	Unit Rates
Carpet Demolition (standard)	SY	\$ 7.02	\$
Carpet Demolition (double stick installation)	SY	\$ 13.75	\$
Carpet Disposal	SY	\$ 3.47	\$
Broadloom Carpet Installation (no pattern)	SY	\$ 15.51	\$
Broadloom Carpet Installation (with pattern match)	SY	\$ 18.26	\$
Carpet Tile Installation	SY	\$ 13.19	\$
Carpet Border Work	LF	\$ 4.84	\$
4" Vinyl Base Installation (excludes materials)	LF	\$ 3.61	\$
4 1/2" Vinyl Base Installation (excludes materials)	LF	\$ 4.06	\$
6" Vinyl Base Installation (excludes materials)	LF	\$ 4.51	\$
VCT Installation (no pattern; excludes materials)	SF	\$ 3.24	\$
Transition Installation (excludes materials)	LF	\$ 5.95	\$
Minor Floor Preparation (excludes materials)	HR	\$ 102.85	\$
Furniture Removal and Replacement	HR	\$ 102.85	\$
Furniture Lift and Carpet Removal	SY	\$ 38.96	\$
LVT/VCT Demolition (standard)	SF	\$ 2.34	\$
**Rubber Stair Tread, 1 Piece Unit	SF	\$ 2.29	\$
Stair Tread Installation	PC	\$ 96.91	\$
Stair Tread Demolition	LF	\$ 37.24	\$
18"x18" Rubber Landing Tile Install	LF	\$ 8.25	\$
Sheet Vinyl Demolition (standard)	SF	\$ 11.61	\$
Sheet Vinyl Disposal	SY	\$ 11.46	\$
Skimcoat - Labor & Material (LVT requires two skimcoats)	SY	\$ 3.25	\$
Ceramic/Porcelain Install (excludes material)	SF	\$ 3.03	\$
LVT Installation (no pattern; excludes materials)	SF	\$ 11.83	\$
Sheet Vinyl Installation (no weld; cover, pattern; excludes materials)	SY	\$ 6.01	\$
Sheet Vinyl - Heat Weld	SY	\$ 45.12	\$
Sheet Vinyl - Flash Cove	LF	\$ 10.96	\$
Sheet Vinyl - Corners	LF	\$ 21.29	\$
Furnish and Install 3/4" Plywood Underlayment	EA	\$ 20.63	\$
Furnish and Install 4" Base	SF	\$ 5.56	\$
Furnish and Install 4 1/2" Base	LF	\$ 4.05	\$
Furnish and Install 6" Base	LF	\$ 4.71	\$
Carpet Binding	LF	\$ 5.37	\$
Furnish and Install 6" Carpet Base	LF	\$ 3.30	\$
Removal and disposal of cove base	LF	\$ 4.59	\$
Carpet Reclamation & Recycling	LF	\$ 0.78	\$
Adhesive Removal	SY	\$ 3.42	\$
Install Floor Primer	SF	\$ 1.98	\$
Moisture Mitigation (bead blast, primer, moisture mitigation & leveler)	SF	\$ 1.00	\$
Self leveling up to 1/4"	SF	\$ 9.44	\$
Bead Blast/Grind Floor	SF	\$ 4.55	\$
Moisture Testing (quantity varies based on job size)	SF	\$ 4.15	\$
	EA	\$ 200.00	\$

P.C. 70142



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 authorizing a professional services agreement for the appraisal of a 31.74-acre land parcel adjacent to Riverview Road.

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

WHEREAS, by Resolution No. 63 of 2025, the Town Board authorized the execution of a grant contract under the Recreational Trails Program of the NYS Office of Parks, Recreation and Historic Preservation (OPRHP) for the acquisition of a 31.74-acre parcel adjacent to Riverview Road, and

WHEREAS, the Planning Department advises that NYS OPRHP requires a current professional appraisal of the property that meets the grant program standards, and

WHEREAS, a request for proposals for professional appraisal services of the land parcel were solicited and proposals were opened on July 7, 2025, and

WHEREAS, Stropp Appraisal submitted the lowest conforming quote in an amount not to exceed \$2,775; now, therefore, be it

RESOLVED, that the Planning Department is authorized to engage Stropp Appraisal, Central Square, NY, for professional appraisal services, per the attached scope of services and proposal dated June 23, 2025, in an amount not to exceed \$2,775, to be paid from A-1940-200 (General Fund – Other Town Payments – Equipment).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, July 14, 2025 10:31 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 #1881

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: 07/21/2025 ✓
Board Meeting Date: 08/04/2025 ✓
Alternate Date: 08/18/2025
Budget Number: A-1940-200
Budget Description: professional real estate appraisal for state grant acquisition
Amount: \$2,775

Brief Description: The Town of Clifton Park received a 2024 CFA funding award of \$110,000 for a state grant from the NYS Office of Parks, Recreation and Historic Preservation for acquisition of 31.74 acres of land on Riverview Road (tax parcel #288.-1-49.1). An appraisal is required for this project to meet the state grant program standards. This professional appraisal services cost would be an eligible cost for reimbursement through the grant project.

Add Supporting Docs:

[95f55dc6151b919b_Town_Board_Resolution_63_of_2025_March_17-2025_signed_by_Clifton_Park_Town_Clerk.pdf](#)
[ebfade9af600dd2b_Appraisal_Recommendation_and_Appraisal_Firm_Responses_-_July_2025_-_Riverview_Rd_Acquisition.pdf](#)

Additional Comments/Details: The town requested quotes from five professional appraisal firms, and received two (2) responses.

Agree to Terms: Agree

[unsubscribe](#)

Resolution No. 63 of 2025, a resolution authorizing the Town to accept grant funds from the NYS Office of Parks, Recreation and Historic Preservation (OPRHP) under Title 9 of the Environmental Protection Act of 1993 for the purpose of acquiring a land parcel near Riverview Road.

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

WHEREAS, the Town applied for financial assistance from the NYS OPRHP under the Recreational Trails Program for the purpose of receiving assistance with the funding for the acquisition of 32.31-acre parcel adjacent to Riverview Road, and

WHEREAS, the Town is authorized and directed to accept these grant funds in an amount not to exceed \$110,500 for the project described in the grant application, and

WHEREAS, the Town is authorized and directed to agree to the terms and conditions of the State of New York Contract for Grants (Contract) with OPRHP for such land acquisition, and

WHEREAS, the Town is authorized and directed to agree to the terms and conditions of any required deed of easement granted to OPRHP that affects title to real property owned by the Town and improved by the grant funds, which may be a duly recorded public access covenant, conservation easement, and/or preservation covenant; now, therefore, be it

RESOLVED, that the Town Board authorizes the Supervisor to execute the attached grant agreement, to receive funds not to exceed \$110,500, and documents associated with implementing and completing the land purchase of the 32.31-acre parcel adjacent to Riverview Road.

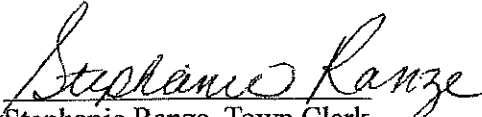
ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

March 17, 2025


Stephanie Ranze, Town Clerk

Memo

To: Town Supervisor Phil Barrett and Town Board
Cc: Mark Heggen, Town Comptroller
From: John Scavo and Jen Viggiani
Date: July 7, 2025
Re: Recommendation for Selecting Professional Appraisal Services
For the State Grant project for Acquisition of 31.74 Acres on Riverview Road

As you know, the Town of Clifton Park was awarded a state grant for the acquisition of 31.74 acres on Riverview Road (Tax Map Parcel # 288.-1-49.1), through the NYS Office of Parks, Recreation & Historic Preservation, and requires a current professional appraisal of the property that meets the grant program standards. The State requires an Appraisal Report, as defined by the 2018-2019 Uniform Standards of Professional Appraisal Practice (USPAP) and the professional appraiser must be certified as a NYS licensed certified general appraiser, to meet the appraisal standards for a New York State Office of Parks, Recreation, and Historic Preservation Grant Program, through which the town has received a grant towards fee simple acquisition of land, and the Town must use a state checklist to secure our grant funds. Restricted Appraisal Reports and Uniform Residential Appraisal Reports are not acceptable for use with this state grant.

The Town of Clifton Park is seeking to establish the current market value of Fee Simple Interest in the subject property, "as is" for purchase/sale purposes by the Town of Clifton Park. The town would look to use the property potentially for some continued farm use, and also, for public access open space and passive recreation similar to the public uses at the adjacent Vischer Ferry Nature & Historic Preserve. The subject property is understood to be open, vacant land with no apparent structures on it.

The Town contacted five (5) appraisers for quotes on the attached list. The Town received two responses by July 7, 2025. The lowest qualified appraiser proposal was from Stropp Appraisal, for \$2,775, which we recommend selecting to complete this professional appraisal within 4 weeks of authorization.

Appraisers Contacted for Request for Quotes for an Appraisal Report - *June 2025*
For Tax Map Parcel #288.-1-49.1 (31.74 Acres)
Lands of Wojtowicz, Riverview Road, Town of Clifton Park
For NYS OPRHP Acquisition Grant Project

1. Diane Bryce
Bryce Appraisal Service, LLC
480 Old Loudon Road
Cohoes, NY 12047

2. David C. Crates
Crates Appraisal Services
43 Sterling Heights Drive
Clifton Park, NY 12065

3. David Barnett
GAR Associates LLC
855 Route 146, Suite 130
Clifton Park, NY 12065
518-579-3770

4. Eriksen Stropp
Stropp Appraisal
3235 Fulton Avenue
Central Square, NY 13036
estropp@twcny.rr.com

5. Orlando Valero
Valero Associates
5 Innisbrook Drive
Clifton Park, NY 12065

Stropp Appraisal

Real Estate Appraisal & Consulting

9535 Money Road, Brewerton, New York 13029

Work: 315-668-5090 • Cell: 315-436-0005 • estropp@twcny.rr.com • www.stroppappraisal.com

June 23, 2025

Jen Viggiani
Open Space Coordinator
Town of Clifton Park - Planning Department
One Town Hall Plaza
Clifton Park, NY 12065

PROPOSAL FOR REAL ESTATE APPRAISAL SERVICES

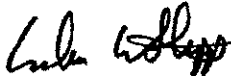
Property Identification	Lands of Wojtowicz, Riverview Road, Clifton Park, NY
Tax Map & Size	#288.-1-49.1 & 31.74-acres
Client & Intended User	Town of Clifton Park Planning & Zoning Department
Purpose & Intended Use	Acquisition purposes
Scope of Work/Report Type	Appraisal in compliance with <i>USPAP</i> along with the <i>Parks, Recreation and Historic Preservation</i>
Special instructions	-
Property Interest Appraised	Fee Simple
Value Opinion	Market Value
Valuation Methods Applied	Sales Comparison Approach
Date of Valuation	Inspection Date
Fee Quote	\$2,775
Turn-Time	4-weeks
Number of Reports	One PDF copy

*

Appraisal Authorization: Your authorized signature below will serve as our authorization to proceed. Thank you for your confidence in my services. Please contact me with any questions.

Very truly yours,

STROPP APPRAISAL



Eriksen E. Stropp, MAI
President
NYS Certified General Appraiser #46-4452

Authorized By:

Signature

Date

Print Name

FOR OFFICE USE ONLY
Control
No. 1536761

State of New York
Department of State

DIVISION OF LICENSING SERVICES

PURSUANT TO THE PROVISIONS OF ARTICLE 46 OF THE
EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS.

STROPP, ERIKSEN E.
C/O STROPP APPRAISAL
9555 MONEY RD
BREMERTON, NY 13027

EFFECTIVE DATE
MO. DAY YR
08 28 23

EXPIRATION DATE
MO. DAY YR
08 27 25

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A
R.E. GENERAL APPRAISER

In Witness Whereof, This Certificate of Status has signed
at Albany, New York, on this 27th day of August, 2023.
ROBERT J. RODRIGUEZ
SECRETARY OF STATE

ERIKSEN E. STROPP, MAI

Stropp Appraisal – Real Estate Appraisal & Consulting
9535 Money Road, Brewerton, NY 13029

Work: 315-668-5090 · www.stroppappraisal.com · estropp@tweny.rr.com

Employment History

2009-Current President - Stropp Appraisal
1993-2009: Vice President - Pomeroy Appraisal Associates, Inc.
1986-1993: Staff Appraiser - Pomeroy Appraisal Associates, Inc.

Professional Designations

MAI Appraisal Designation #11568

Member, Appraisal Institute (MAI) designation is awarded by the Appraisal Institute to those who have an advanced level of expertise and experience in the valuation of commercial, industrial, residential, and other types of properties, are technically trained, have passed a rigid examination, and subscribe to a high code of ethics.

Education

Clark University, Worcester, MA - BA Economics

Appraisal Specific Education – Last 10 Years

2013- Valuation of Cell Towers	2020- USPAP and the Yellow Book
2013- Mineral Rights Valuation Part II	2020- Valuation Impacts of COVID-19
2015- Analyzing Operating Expenses	2021- USPAP Course (2021-2022)
2015- Case Studies in Upstate New York	2021- Case Studies in Upstate New York
2016- Right of Way Valuation & Management	2022- Introduction to Fair Housing & Fair Lending
2017- USPAP Course (2017-2018)	2023- Valuation Resources for Photovoltaic Systems
2018- Business Practices and Ethics	2023- Fundamentals for Federal Land Acquisitions
2018- Property Values Affected by Property Taxes	2023- USPAP Course (2022-2023)
2019- Case Studies in Upstate New York	2024- Supervisor/Trainee Course for New York
2020- USPAP Course (2020-2021)	2024- Case Studies: Right-of-Way Valuation

Professional Affiliation

Appraisal Institute (1992-Present) - Associate Member/MAI
Chairman (2002 & 2003) - Appraisal Institute, Upstate NY Chapter - Syracuse Branch
Board of Directors (2003-2005) - Appraisal Institute, Upstate NY Chapter
International Right-of-Way Association - (2013 NYS Chapter- President and International Director)
International Right-of-Way Association - (2014-2024 NYS Chapter- Treasurer)

Licenses

NYS Certified General Appraiser #46-000004452; Consultant Appraiser-NYS Department of Transportation; and temporary licenses held in Michigan, Indiana, Pennsylvania, Connecticut, and California

Court Testimony

Testified before NYS Supreme Court-certiorari proceedings; NYS Court of Claims Court- eminent domain; Indiana Tax Tribunal; small claims court, Board of Assessment review panel, and Zoning Board of Appeals

ERIKSEN E. STROPP, MAI

Market Evaluation

Financing-loan underwriting
Condemnation-Eminent Domain
Assessment Dispute
HUD Market Rent Studies
Market Rent Studies
Review Appraisals
Going Concern Value-Value in use
Contaminated Site Valuation

Retrospective Valuation
Prospective Valuation (i.e. New Built)
Easement Valuation (e.g. Powerline, etc.)
Partial Interest Valuation
Leased Fee and Leasehold Valuations
Insurable Value
Estate Valuation

Specialty Valuation

Yellow Book Appraisals
Retrospective Valuation
Easement Valuation (e.g. Pipeline, etc.)
Leased Fee and Leasehold Valuations

Prospective Valuation (i.e. New Built)
Partial Interest Valuation
Insurable Value
IRS Documented Appraisals

Litigation Support

Assessment Dispute
Condemnation-Eminent Domain

Trial Preparation and Consulting
Expert Testimony

Extraordinary Experience

Flood Appraisals (declared disaster 4020-DR-NY)
Oneida County Airport
US Steel-Gary Works (15 million-sf steel mill)
Steuben Rural Electric (landfill gas-to-energy)
Burrstone Energy Co-Gen Plant

481 Sports Complex (indoor sports)
Railroad (11.5-mile railway line)
Harriet Tubman Residence (National Parks)
Peak-n-Peek Ski & Golf Resort
Powerline relocation (Marcy, NY)

Clients

Banks and Lenders

CFCU Community Credit Union
Corning Federal Credit Union
Empower Federal Credit Union
Key Bank
M&T Bank
NBT Bank
Pathfinder Bank
The Upstate National Bank
Visions Federal Credit Union
Watertown Savings Bank

Law Firms

O'Hara, O'Connell & Ciotoli, LLP
Saunders Kahler, LLP
Bond, Schoeneck & King PLLC
Bousquet Holstein PLLC
Costello Cooney Fearon PLLC
Paniccia Law Office
Hancock Estabrook LLP
Harris Beach PLLC
Law Office of Rebecca Speno
Viviani Law Firm

Government/Private

Percheron
Mohawk Valley EDGE
Avangrid
The NLS Group
Millennium Pipeline
Percheron
Liberty Affordable Housing
R.K. Hite & Company, Inc.
GPI (Greenman-Pedersen, Inc.)
Barton & Loguidice
Cities of Syracuse, Utica & Rome



Real Estate Appraisal, Consulting & Software Solutions

David M. Barnett, MAI, SRA
CEO, Member



June 10, 2025

Ms. Jennifer Viggiani
Open Space Coordinator
Town of Clifton Park – Planning Department
One Town Hall Plaza, Clifton Park
JViggiani@cliftonpark.org

Re: Request for Appraisal of:
Riverview Road (SBL#288.-1-49.1)
Clifton Park, NY, Saratoga County
GAR Bid No.: B-25026*

Dear Ms. Viggiani:

Pursuant to your request we can prepare an **Appraisal Report** opining the market value of the real property rights associated with the above-referenced property for a fee of **\$4,900**. The report would be delivered within 4 weeks from authorization to proceed.

The client is the Town of Clifton Park. The "intended use" of the appraisal is for acquisition purposes. The "intended users" of the appraisal are the client, and any other client-authorized users associated with the intended use stated above.

The property entails 31.74+/- acres of vacant farmland.

Attached is our standard engagement contract, which you are to sign and return in order to formally engage us.

The scope of work would entail an Appraisal Report, as defined by the 2018-2019 Uniform Standards of Professional Appraisal Practice (USPAP), as well as the standards and procedures for appraisal reporting of the NYS Office of Parks & Recreation and Historic Preservation dated October 2020, (revised March 20, 2019).

Information that we will need in order to complete the assignment includes the following:

- 1 Legal Survey
- 2 Legal description
- 3 Sale/Purchase and listing contracts, and offers in the past 10 years
- 4 Any known easements, encroachments or adverse environmental conditions?
- 5 Contact name, phone number and email address for the inspection

CAPITAL REGION OFFICE:

855 NY-146 SUITE 130 CLIFTON PARK, NEW YORK 12065 TEL.518.579.3770 FAX.518.579.3773
TOLL FREE: 1.800.836.0382

NYC OFFICE

224 W. 35th STREET SUITE 500
NEW YORK, NY 10001

WNY OFFICE

500 MAIN STREET, SUITE 348
WILLIAMSVILLE, NEW YORK 14221



Real Estate Appraisal, Consulting & Software Solutions

David M. Barnett, MAI, SRA
CEO, Member



June 10, 2025

Please do not hesitate to contact me if you have any questions pertaining to this proposal and thank you for considering GAR Associates for your real estate appraisal and consulting needs.

Respectfully,

GAR Associates LLC

David M. Barnett, MAI, SRA
CEO, Member
DMB:af

CAPITAL REGION OFFICE:

855 NY-146 SUITE 130 CLIFTON PARK, NEW YORK 12065 TEL.518.579.3770 FAX.518.579.3773
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Real Estate Appraisal, Consulting & Software Solutions

David M. Barnett, MAI, SRA
CEO, Member



June 10, 2025

Ms. Jennifer Viggiani
Open Space Coordinator
Town of Clifton Park – Planning Department
One Town Hall Plaza, Clifton Park
JViggiani@cliftonpark.org

Re: Request for Appraisal of:
Riverview Road (SBL#288.-1-49.1)
Clifton Park, NY, Saratoga County
GAR Bid No.: B-25026*

Fees: "Limited Scope Restricted Appraisal Report": **\$4,900**

Timing: 4 weeks from authorization to proceed

When sending payment, please be sure to note the GAR Bid Number on the check. The balance will be due and payable 30 days upon submission of the report. There will be a 1.5% interest charge per month on late invoices.*

ACKNOWLEDGEMENT

The undersigned is the duly authorized representative for the property to be subjected to the real estate analysis discussed herein, for the purposes identified. Further, the undersigned agrees to engage GAR Associates LLC to undertake the analysis of the real property captioned above in accordance with the scope of services in the above listed proposal and subject to the attached limiting conditions.

Payment is due within 30 days of completion of the appraisal report, unless other prearrangements have been made.

Date: _____ Signature: _____

Name (print): _____

Title: _____

NOTE: Please retain one copy for your files and return one signed copy to GAR ASSOCIATES LLC. Thank you.

CAPITAL REGION OFFICE:
855 NY-146 SUITE 130 CLIFTON PARK, NEW YORK 12065 TEL.518.579.3770 FAX.518.579.3773
TOLL FREE: 1.800.836.0382

NYC OFFICE
224 W. 35th STREET SUITE 500
NEW YORK, NY 10001

WNY OFFICE
500 MAIN STREET, SUITE 348
WILLIAMSVILLE, NEW YORK 14221

**STATEMENT OF BASIC
ASSUMPTIONS AND LIMITING CONDITIONS**

FOR THE PURPOSE OF THIS APPRAISAL IT IS ASSUMED:

1. That the title to the property is marketable.
2. That the property is free and clear of all liens.
3. That there are no encumbrances or defects of title.
4. That there is and will continue to be responsible ownership and competent management.

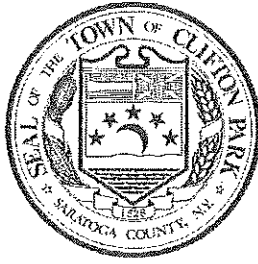
THE APPRAISAL IS MADE SUBJECT TO THE FOLLOWING LIMITING CONDITIONS:

1. No responsibility is assumed for matters of a legal nature.
2. Unless otherwise stated in this report, no responsibility is assumed for subsurface soil conditions; soil conditions are presumed stable and free of any natural or man-made contaminants.
3. If improved, the building is assumed free of any hazardous building materials (e.g., asbestos, urea formaldehyde) unless otherwise stated in this report.
4. Information, estimates, and opinions furnished to the appraiser and contained in the report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the appraiser can be assumed by the appraiser.
5. No engineering survey of the property was made, and the appraiser assumes no responsibility in this connection. The sketches in this report are approximate only, included to assist the reader in visualizing the property.
6. This appraisal was made for the purpose stated and should not be used for any other purpose.
7. The values assigned to the land and improvements are their value in relation to each other and should not be used separately.
8. The appraiser is not required to give testimony or attendance in Court or any hearing unless arrangements have been made in advance of the acceptance of the appraisal assignment and the fees are based upon this knowledge by the Appraiser. If this knowledge is not known at the time of employment, then negotiations must be made with Appraiser at the time the knowledge becomes known or the Appraiser may decline to testify and permission to use the appraisal for any purpose may be withdrawn.

**STATEMENT OF BASIC
ASSUMPTIONS AND LIMITING CONDITIONS**
(continued)

9. In instances of new construction, additions, rehabilitations and remodeling of improvements, we assume compliance with State and local building codes with respect to design and construction materials.
10. The analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of Uniform Standards of Professional Appraisal Practice and the code of Professional Ethics set forth by the Appraisal Institute.
11. The use of this report is subject to the requirements of the Appraisal Institute, relating to review of its duly authorized representatives.
12. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute, or to the MAI, RM, SRPA, SRA designations), shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the Appraiser. We are aware that the report may be submitted to individuals requesting a copy under the Freedom of Information Act.
13. MARKET VALUE is the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
 - (1) Buyer and seller are typically motivated;
 - (2) both parties are well informed or well advised, and each acting in what he considers his own best interest;
 - (3) a reasonable time is allowed for exposure in the open market;
 - (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
 - (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

¹ SOURCE: (12 C.F.R. Part 34.42 (g); 55 Federal Register 34696, August 24, 1990; as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)



RESOLUTION

#9

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. ____ of 2025, a resolution authorizing the Town to engage Prime Engineering to assist with submitting an updated New York State Environmental Facilities Corporation (NYSEFC) Water Infrastructure Improvement Act (WIIA) Grant application to provide public water to residents along Eastside Drive.

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

WHEREAS, the Town wishes to apply for New York State Water Infrastructure Improvement Act Grant Funding under the NYSEFC State Revolving Fund, and

WHEREAS, the Town has determined that a need exists to meet the need for providing public water to residents on Eastside Drive, and

WHEREAS, by Resolution No. 129 of 2024, the Town was authorized to apply for a NYS WIIA grant to undertake the Eastside Drive Water District Project, and

WHEREAS, Prime Engineering will assist with updating and revising the application previously submitted in 2024; now, therefore, be it

RESOLVED, that the Town apply for New York State Water Infrastructure Improvement Act Grant Funds, with assistance from Prime Engineering to update and revise the previously submitted 2024 application, to undertake the Eastside Drive Water District Project; and be it further

RESOLVED, the Supervisor is hereby authorized to execute all documents necessary for the submission, including grant preparation assistance with Prime Engineering, of said application to the NYSEFC, and any other sources of grant and/or loan funding.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, July 14, 2025 2:56 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 #1882

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: 07/21/2025 ✓

Board Meeting Date: 08/04/2025 ✓

Alternate Date: 08/18/2025

Budget Number: N/A

Budget Description: Prim Engineering to assist with submitting 2025 Water Infrastructure Improvement Act (WIIA) Grant Application

Amount: 0 beyond what is already budgeted for Grant Preparation

Brief Description: Work with Prime Engineering to submit a 2025 WIIA Grant Application to NYS EFC for consideration to provide public water to residents along Eastside Drive. The application previously submitted in 2024 will be updated and revised.

Add Supporting Docs:

[36ffdd45abd049f0_Draft_Resolution_No.pdf](#)

[f56a471b8e450789_WIIA_Grant_Application_Submission_Approval_Resolution.pdf](#)

Additional Comments/Details: See attached previous resolution and current proposed draft resolution. Application due in September. Resolution is required to accompany the application submittal.

Agree to Terms: Agree

[unsubscribe](#)

Resolution No. 129 of 2024, a resolution authorizing the Supervisor to execute a New York State Environmental Facilities Corporation (NYSEFC) Water Infrastructure Improvement Act (WIIA) Grant application for the Eastside Drive Water District project.

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

WHEREAS, the Town wishes to apply for New York State Water Infrastructure Improvement Act Grant funding under the NYSEFC State Revolving Fund, and

WHEREAS, the Town has determined that a need exists to provide water to the residents on Eastside Drive; now, therefore, be it

RESOLVED, that the Town apply for New York State Water Infrastructure Improvement Act Grant Funds to undertake the Eastside Drive Water District Project; and be it further

RESOLVED, the Supervisor is hereby authorized to execute all documents necessary for the submission of said application to the NYSEFC, and any other sources of grant and or loan funding.

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



RESOLUTION

#10

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 filing of an application for a State Assistance from the Household Hazardous Waste (HHW) State Assistance Program and signing of the Associated State Master Grant Contract, under all appropriate laws of New York State.

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

WHEREAS, by Resolution No. 195 of 2023, the Town Board awarded a contract to North Ward Environmental Services for collection and disposal of household hazardous waste during the collection days of 2023 and 2025, and

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

WHEREAS, the Town of Clifton Park finds and determines it to be in the public interest and benefit to file an application under these laws for State Funding for the annual Household Hazardous Waste Collection Day for Saturday, September 6, 2025; and,

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

RESOLVED,

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

And be it further,

RESOLVED, that the Supervisor is authorized to sign the Household Hazardous Waste Collection Agreement with North Ward Environmental Services for Household Hazardous Waste Day 2025, with an estimated cost of \$40,000 for 2025, of which 50% is to be reimbursed through the HHW State Assistance Program, to be paid from A-8989-150 (General Fund – Community Development – HHW Day), and be it further

RESOLVED, that the costs of the program will be budgeted in 2027, when the next Household Hazardous Waste Collection Day is held.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, July 30, 2025 3:16 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 #1899

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: scottreese00@gmail.com
Sponsor: P. Barrett
Agenda Session Date: 08/04/2025 ✓
Board Meeting Date: 08/04/2025 ✓
Alternate Date: 08/18/2025
Budget Number: A-08989-00150
Budget Description: Special Collection Day
Amount: 40,000

Brief Description: To authorize the electronic filing of an application for a State Assistance from the Household Hazardous Waste (HHW) State Assistance Program and Signing of the Associated State Master Grant Contract. Applications will be accepted by DEC during the months of January and February of each calendar year for all eligible household hazardous waste collection and disposal costs incurred during the previous calendar year. The NYS Department of Environmental Conservation State Assistance of up to 50% of the total program costs. Continuing a professional service contract (2023-2025) for the Household Hazardous Waste Day by North Ward Environmental Services to be held on September 6, 2025.

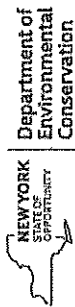
Add Supporting Docs:
[2f14b241da2fdb63_TOCP_Reg_Form_HHW_Collection_Event_2025.pdf](#)

Additional Comments/Details: Date: Saturday, September 6, 2025
Time: 8 a.m. to 2 p.m.
Location: 30 Ray Road - near the Town of Clifton Park Transfer Station

The program is open to all Clifton Park, Halfmoon, Ballston, and Malta residents. Pre-registration is required by September 3rd, 2025. Registration is online on www.cliftonpark.org or pick up forms at Clifton Park Town Hall, Clifton Park Transfer Station, Clifton Park - Halfmoon Public Library, Halfmoon, Ballston and Malta Town Halls. Malta & Ballston residents need to register at their town hall and must pay a nominal fee to their town hall.

Agree to Terms: Agree

[unsubscribe](#)



DIVISION OF MATERIALS MANAGEMENT

DEPARTMENT USE ONLY	
DEC ACTIVITY #	
DATE VALIDATED	
EXPIRATION DATE	

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

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

1. REQUEST TYPE (Check applicable box)

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

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

Name Town of Clifton Park Address One Town Hall Plaza City/Town Clifton Park Zip Code 12065

Email planning@cliftonpark.org Phone (518) 371-6054 DEC Region 5

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

Name Scott Reese Email sreese@cliftonpark.org Phone (518) 371-6054 Recycling Coordinator Other _____

4. COLLECTION EVENT LOCATIONS & OPERATING DAYS AND HOURS (Add additional pages if necessary)

Address	City/Town	Zip Code	NY UTM - E Coordinate	NY UTM - N Coordinate	Event Date	Operating Hours
1. <u>30 Ray Road</u>	<u>Clifton Park</u>	<u>12065</u>	<u>595713.504</u>	<u>4742323.238</u>	<u>9/6/2025</u>	<u>8AM - 2 PM</u>
2. _____	_____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____	_____

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

Vendor/Contractor Name North Ward Environmental Services Address 75 Lane Road City/Town Essex, NJ Zip Code 07004

Email ray@north-ward-env.com Phone (973) 445-1501 Part 364 Permit # NJ-113 Expiration Date 6/30/26


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

Town of Clifton Park, Halfmoon, Ballston, Malta

7. SOLID WASTE HANDLED (Check applicable box)

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

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

Printed/Typed Name Phil Barrett Signature  Date 7-10-25




North Ward Environmental

75 Lane Road, Suite 406, Fairfield, NJ 07004

HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This Agreement is entered into this 31st day of July, 2025 by and between The Town of Clifton Park (hereinafter "Community"), and North Ward Environmental (hereinafter "North Ward Environmental").

Community and North Ward Environmental, hereby agree as follows:

1. September 6, 2025, in Clifton Park, New York, North Ward Environmental shall have present trained personnel, supplies, and equipment to handle, containerize, label, load, and transport all collected material for disposal in a manner that conforms to state and federal laws and regulations.
 2. The Community agrees to pay North Ward Environmental for services listed per the pricing schedule (see attachment). The Community coordinator must always be present and will be responsible for terminating the collection program when the contract limit has been reached. The community agrees to pay North Ward Environmental, within thirty (20) days of mutually agreed-upon invoice receipt.
 3. The Community shall provide a person in charge to direct traffic and to maintain order throughout the collection program.
 4. North Ward Environmental shall accept only household hazardous waste for transportation and disposal from those individuals who are approved by the Community Coordinator in such amounts as are approved by the Community Coordinator.
 5. North Ward Environmental shall be deemed to be the "generator" and take "title" of all Wastes accepted throughout the collection program.
- 



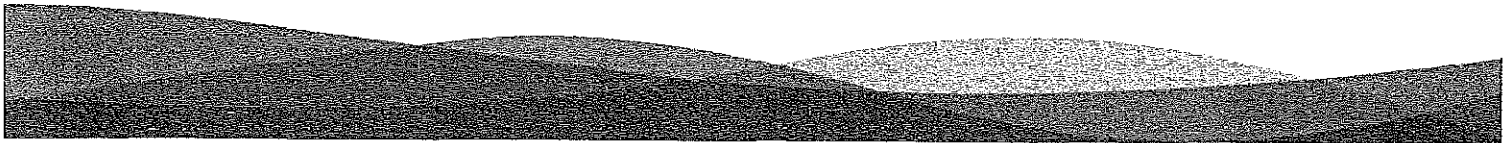
North Ward Environmental

75 Lane Road, Suite 406, Fairfield, NJ 07004

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

To Community:
Town of Clifton Park
One Town Hall Plaza
Clifton Park, New York 12065
Attn: Scott Reese

To:
North Ward Environmental
75 Lane Rd., Suite 406
Fairfield, NJ 07004
Attn: Raymond Salerno, Managing Partner





North Ward Environmental

75 Lane Road, Suite 406, Fairfield, NJ 07004

10. The validity, interpretation, and performance of this Agreement shall be governed by the specifications listed in the RFP and constructed under the laws of The State of New York.

11. IN WITNESS WHEREOF, the parties hereto execute this Agreement by their duly authorized representative.

Town of Clifton Park, NY

Signature: _____

By: PHIL BARRETT

Title: TOWN SUPERVISOR

Date: _____

North Ward Environmental

Signature: *Raymond Salerno*

By: Raymond Salerno

Title: Managing Partner

Date: 7/31/2025

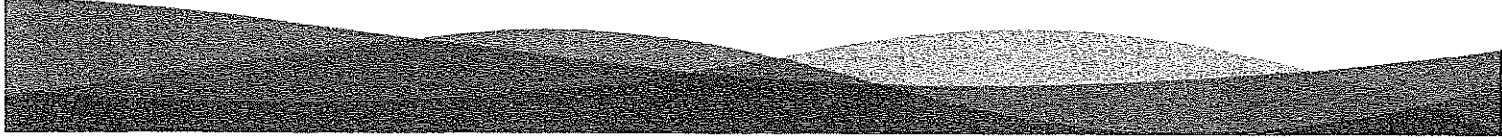


Table 1

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

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

TOWN OF CLIFTON PARK

HOUSEHOLD HAZARDOUS WASTE DAY 2025

**MARK
YOUR CALENDAR!
SATURDAY SEPTEMBER 6**



**ONLINE REGISTRATION
BEGINS
AUGUST 2025**

at CliftonParkNY.gov

Saturday September 6, 2025

8:00am - 2:00pm

30 Ray Road, Clifton Park

(Across from the Transfer Station)

The 26th Town of Clifton Park Hazardous Waste Day is brought to you by the Clifton Park Town Board, the New York State DEC, and the Town's Environmental Conservation Commission.



RESOLUTION

#11

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. ___ of 2025, a resolution awarding the construction contract and the construction inspection supplemental agreement #2 and authorizing the renewal of the temporary construction easements for the Hubbs Road Multi-use Path project.

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

WHEREAS, by Resolution No. 23 of 2022, the Town Board authorized the Supervisor to execute the master grant contract for the project and appropriated funds to plan, design and construct the project, and

WHEREAS, by Resolution No. 286 of 2022, the Town Board retained MJ Engineering, Architecture, Landscape Architecture and Land Surveying, P.C. (MJ) for design and construction inspection services for the project, and

WHEREAS, by Resolution No. 75 of 2024, the Town Board approved the recommended Just Compensation amounts for the Right-of-Way acquisitions necessary for the completion of the project, and

WHEREAS, by Resolution No. 10 of 2025, the Town Board authorized a no-cost time extension amendment for the completion of the project, and

WHEREAS, on behalf of the Town Board, MJ published bid specifications and solicited sealed bids for the project pursuant to General Municipal Law §103, and

WHEREAS, after a bid opening on April 29, 2025, MJ performed a bid analysis and recommended that the construction contract be awarded to Carver Construction, Inc., as low bidder, at a cost not to exceed \$923,828; now, therefore be it

RESOLVED, that the Town Board accepts the recommendation of the project design engineer MJ Engineering, and hereby awards the construction contract for the Hubbs Road Multi-use Path project to Carver Construction, Inc., pursuant to General Municipal Law §103, at a cost not to exceed \$923,828 which represents a base low bid of \$335,174, \$249,247 for bid Alternative #1 and \$339,407 for bid Alternate #2; and be it further

RESOLVED, that the Town Board authorizes Supplemental Agreement #2, attached, for MJ Engineering to conduct construction administration/construction inspection services in an amount not to exceed \$16,880, and

RESOLVED, that the Town Board authorizes the renewals of the Just Compensation amounts, in an amount not to exceed \$4,200, as detailed in the attached Schedule B, for the temporary construction easements that expired July 1, 2025; and be it further

RESOLVED, that the Comptroller is authorized to transfer funds based on the attached Schedule A, and to approve the budget for H-65-07629-200 (Capital Project – Hubbs Road – Multi-use Path); and be it further

RESOLVED, that the Supervisor is hereby authorized to execute all contract documents implementing this resolution.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, May 22, 2025 10:05 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 #1816

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: ~~06/02/2025~~ ✓ *pulled 08/04/2025*

Board Meeting Date: ~~06/02/2025~~ ✓ *08/04/2025*

Alternate Date: 06/16/2025

Budget Number: H65-7629-135

Budget Description: construction contract for total bid from lowest bidder

Amount: \$923,828.00

Brief Description: Request authorization of Construction Contract award for the total bid to Carver Construction, Inc., the lowest qualified bidder for the construction of a new pathway along Hubbs Road to Main Street, from Dutch Meadow Drive to the intersection of MacElroy Road/Longkill Road/Main Street, and including crosswalks improvements to connect to the Long Kill Road sidewalks. The town conducted a public bidding process, with a public bid opening held on April 29, 2025. M.J. Engineering reviewed the five bids (5) and prepared a bid verification and award recommendation to the town on May 14, 2025. The Town concluded its right-of-way acquisition phase for the project in February 2025. The Town previously authorized a master grant contract award with NYS Department of Environmental Conservation for the 2019 Climate Smart Communities Grant by Resolution 23 of 2022 (Jan. 18, 2022) which includes funds from a NYS Department of Environmental Conservation grant through the 2019 Climate Smart Communities Program and the Environmental Protection Fund, and authorized a no-cost, state grant contract extension amendment (Jan. 21, 2025).

Add Supporting Docs:

[30d5926b9a1d8b34_DEC01-C01085GG-3350000_Hubbs_Road_Multi_Use_Path_Award_Recommendation.pdf](#)

Additional Comments/Details: Please let us know if you require any additional information.

Agree to Terms: Agree

[unsubscribe](#)

Resolution No. 23 of 2022, a resolution authorizing the Supervisor to sign a grant contract for a project to construct a multi-use path along Hubbs Road.

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

WHEREAS, the Town has been awarded grant funding for a multi-use trail along the south side of Hubbs Road, to connect the Dutch Meadows and Country Knolls neighborhoods with Jonesville, including pedestrian access and high visibility crossing signs under the NYS DEC Climate Smart Communities Program, in the amount of \$278,271, and

WHEREAS, the project will require a 50% local match, as well as first instance funding by the Town in the amount of \$556,542, and

WHEREAS, the project will provide pedestrian access to the hamlet of Jonesville from Dutch Meadows and Country Knolls neighborhoods, as well as pedestrian and non-motorized access to Hatlee, Main Street and MacElroy Roads, and connections to existing multi-use trail networks within the Town, and

WHEREAS, the Town Board supports the project and wishes to commit to local funding in order to proceed; now, therefore, be it

RESOLVED, that the Supervisor is authorized to sign the attached master grant contract for the Hubbs Road Multi-use path; and be it further

RESOLVED, that the Town Board commits to funding in the first instance of up to \$556,542, to plan, design and construct the project, as well as the local match commitment of \$278,271.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

January 18, 2022

Teresa Brobston, Town Clerk

Resolution No. 286 of 2022, a resolution authorizing the Supervisor to sign an agreement for professional engineering services for the Hubbs Road Path Project, funded by the New York State Department of Environmental Conservation 2019 Climate Smart Communities Grant Program.

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

WHEREAS, Resolution No. 23 of 2022, authorized the implementation and funding in the first instance of the project of \$556,542 to cover the cost of plan, design and construction of the project, as well as the local match commitment of \$278,271, and

WHEREAS, a request for qualifications was issued and responses returned by July 25, 2022, and

WHEREAS, a selection committee reviewed the responses, and selected MJ Engineering and Land Surveying based on their highest weighted score on the group's rubric; now, therefore, be it

RESOLVED, that the Town Supervisor is authorized to sign an agreement with MJ Engineering for design and construction inspection services for the Hubbs Road Path Project, in an amount not to exceed \$87,000, and be it further

RESOLVED, that the Town Board hereby authorizes the Comptroller to create Capital Projects account H65 (Hubbs Road Path Project – Capital Projects); and be it further

RESOLVED, that the Comptroller is authorized to transfer \$87,000 from A- 914 (Unassigned Fund Balance) to H65-7629-135 (Capital Project Hubbs Rd Path – Trails – Engineering).

ROLL CALL VOTE

Ayes: Councilman Morelli, Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

December 12, 2022

Teresa Brobston, Town Clerk

Resolution No. 75 of 2024, a resolution authorizing the Town Board to approve the Recommended Just Compensation amounts for the acquisition of properties necessary, for the completion of the Hubbs Road Multi-use Path Project, regarding the Right-of-Way Acquisition Phase.

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

WHEREAS, the Town has received funding for the construction of the Hubbs Road Multi-use Path Project, and

WHEREAS, by Resolution No. 23 of 2022, the Town Board approved the Project and appropriated funds to plan, design and construct the Project, and

WHEREAS, the Town has retained Greenman-Pedersen, Inc, (GPI), to evaluate the land acquisition necessary for the construction of the Project, and to prepare appraisal reports on the interests in land required for the Project, and

WHEREAS, GPI has completed the analysis of the acquisitions required for the Project and has requested that determinations be made for Just Compensation for the owners of property where rights are to be acquired, and

WHEREAS, the Town Attorney recommends acceptance of the recommendations made by GPI; now, therefore, be it

RESOLVED, that the Town Board finds and determines that the Appraisal Reports on the properties listed in the attached Schedule A, are complete and support the requested values for the real property interests required for the Project, and be it further

RESOLVED, that the Town Board approves the Just Compensation amounts for the properties, listed in the attached Schedule A; and be it further

RESOLVED, that GPI is authorized to offer the amounts as Just Compensation to the property owners, as listed in the attached Schedule A.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

April 1, 2024

Teresa Brobston, Town Clerk

Resolution No. 10 of 2025, a resolution authorizing a no-cost time extension to the existing NYS DEC Climate Smart Communities Grant Contract for the Hubbs Road Trail Project.

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

WHEREAS, the Town has an existing contract with NYSDEC authorized by Resolution No. 23 of 2022, for the construction of a multi-use path along Hubbs Road, that extends currently to March 14, 2025, and

WHEREAS, Resolution No. 286 of 2022, authorized the Supervisor to execute an agreement with MJ Engineering and Land Surveying for design and construction inspection services for the Hubbs Road Trail project, in an amount not to exceed \$87,000, and

WHEREAS, the Town Board wishes to authorize a grant contract amendment for a one-year, no-cost time extension for the Hubbs Road Trail Project until March 14, 2026; now, therefore, be it

RESOLVED, that the Town Board authorizes a no-cost time extension amendment for the completion of the Hubbs Road Trail Project.

ROLL CALL VOTE

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

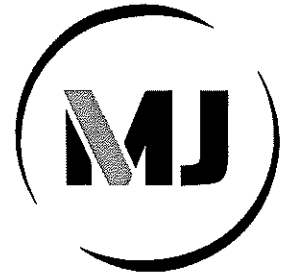
Noes: None

Absent: Councilman Morelli

DECLARED ADOPTED

January 21, 2025

Stephanie Ranze, Town Clerk



May 14, 2025

John Scavo, Director of Planning
Town of Clifton Park
1 Town Hall Plaza
Clifton Park, New York 12065

**RE: Contract DEC01-C01085GG-3350000
Hubbs Road Multi-Use Path
Town of Clifton Park, Saratoga County
Bid Verification & Award Recommendation**

Mr. Scavo,

M.J. Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. (MJ) has reviewed the bids received on April 29, 2025, for the above-referenced contract. The bidder's information and the Engineer's Estimate have been compared and are summarized below.

Bidder	Base Bid (\$)	Add Alt 1 (\$)	Add Alt 2 (\$)	Total Bid (\$)
Carver Construction, Inc.	\$335,174.00	\$249,247.00	\$339,407.00	\$923,828.00
William J. Keller & Sons Construction Corp.	\$363,848.00	\$230,128.00	\$345,569.50	\$939,545.50
Peter Luizzi & Brothers Contracting, Inc.	\$426,150.00	\$278,525.00	\$434,960.00	\$1,139,635.00
Birdsall Excavation and Construction LLC	\$386,555.50	\$315,212.00	\$465,380.00	\$1,167,147.50
DelSignore Blacktop Paving, Inc.	\$483,564.95	\$323,265.40	\$408,698.96	\$1,215,529.31



MJ is recommending that Carver Construction, Inc. be awarded the contract as the lowest responsible bidder. The contractor is deemed responsible due to the following:

1. They have adequate expertise and experience.
2. They have no known criminal conduct in connection with government contracts.
3. They do not have any open OSHA violations regarding the personal safety of employees, government personnel or members of the public.
4. There is no record of willful non-compliance with prevailing wage laws.
5. They have no known significant labor law violations.
6. They have no known violations of the Workers Compensation Laws.
7. There is no record of criminal conduct involving violations of Environmental Conservation Law or other environmental statutes.
8. There is no record of failure to demonstrate good faith efforts to comply with Federal or State statutes and regulations regarding efforts to solicit and utilize Minority, Women, or Disadvantaged Business Enterprises on government contracts.
9. There is no record of failure to comply with State and federal equal opportunity statutes and regulations.
10. They have not submitted a bid which is so much lower than the estimate that it appears performance at that price is unlikely or impossible.



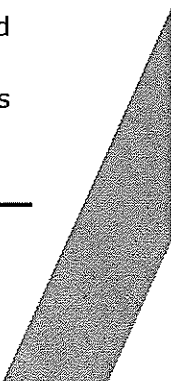
21 Corporate Drive
Clifton Park, NY 12065



518.371.0799
mj@mjteam.com
mjteam.com



Fishkill, NY
Levittown, NY
Picatinny, NJ
Melbourne, FL





11. There is not any other cause of so serious or compelling a nature that it raises questions about the present responsibility of a contractor/vendor.

The low bid contains individual item unit prices which are 25% or more over or under the engineer's estimate for individual item unit prices. Several factors may have influenced the discrepancy between the low bid and the engineer's estimate, including:

- Uncertainty of material costs and availability.
- Differing assumptions on level of difficulty of work that involves modification of an existing element.
- Assumptions were made for some items with no recent bid prices available.
- Low cost materials may already be available to the contractor at low or no cost, resulting in lower unit pricing.

The recommended low bid is balanced and complete. Based on our review, we hereby recommend awarding the Hubbs Road Multi-Use Path project to Carver Construction, Inc. in the amount of \$923,828.00 and that this project proceed with obtaining additional funding for construction prior to award.

Sincerely,

Megan E. Bacon

Megan E. Bacon, P.E.
Senior Project Engineer

Attachments:
Bid Verification

Add Alternate 2

ITEM	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE	Carver	Wm. J. Keller	Lutz	Indiall	Dalgreen
201.00	CLEARING AND GRABBING	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 315.00	\$ 5,000.00	\$ 12,000.00	\$ 2,000.00
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	240	\$ 60.00	\$ 14,400.00	\$ 36.00	\$ 21.00	\$ 15,200.00	\$ 40.00	\$ 11,200.00
203.03	EMBANKMENT IN PLACE	CY	180	\$ 60.00	\$ 10,800.00	\$ 40.00	\$ 38.25	\$ 13,000.00	\$ 36.00	\$ 6,480.00
203.07	SELECT GRANULAR FILL	CY	149	\$ 40.00	\$ 5,960.00	\$ 35.50	\$ 63.35	\$ 7,450.00	\$ 6.00	\$ 889.50
203.10	SHOULDER BACKUP MATERIAL	TON	10	\$ 80.00	\$ 800.00	\$ 96.00	\$ 113.00	\$ 1,130.00	\$ 75.00	\$ 750.00
205.021	TRENCH AND CULVERT EXCAVATION	LF	355	\$ 50.00	\$ 17,750.00	\$ 31.00	\$ 37.00	\$ 21,000.00	\$ 71.50	\$ 25,375.00
205.022	TEST PIT EXCAVATION	EACH	3	\$ 200.00	\$ 600.00	\$ 138.00	\$ 127.00	\$ 385.00	\$ 150.00	\$ 450.00
205.023	SEED AND MULCH - TEMPORARY	SQ	1,131	\$ 1.00	\$ 1,131.00	\$ 0.01	\$ 1.82	\$ 2,031.30	\$ 1.00	\$ 1,131.00
205.100	ORANGE STRIP CURB INLET PROTECTION - PRE-FABRICATED TEMPORARY	LF	87	\$ 20.00	\$ 1,740.00	\$ 19.00	\$ 15.00	\$ 1,305.00	\$ 18.00	\$ 1,566.00
205.120	ORANGE STRIP CURB INLET PROTECTION - PRE-FABRICATED TEMPORARY	LF	350	\$ 5.00	\$ 1,750.00	\$ 2.50	\$ 6.50	\$ 2,275.00	\$ 4.00	\$ 1,400.00
205.130	ROLL BODOM CONTROL PRODUCT, CLASS II TYPE CONTINGENT/DARE	LF	729	\$ 8.00	\$ 5,832.00	\$ 7.50	\$ 9.50	\$ 6,922.50	\$ 8.00	\$ 5,832.00
205.140	SEWER COVER, TYPE 2	CY	100	\$ 90.00	\$ 9,000.00	\$ 92.00	\$ 103.43	\$ 10,942.00	\$ 78.00	\$ 7,800.00
205.150	SEWER COVER, TYPE 2	TON	3	\$ 200.00	\$ 600.00	\$ 245.00	\$ 245.00	\$ 735.00	\$ 200.00	\$ 600.00
205.160	CONCRETE FOR STRUCTURES, PERFORMANCE	CY	4	\$ 750.00	\$ 3,000.00	\$ 411.00	\$ 1,600.00	\$ 6,400.00	\$ 2,000.00	\$ 3,000.00
205.170	REINFORCED CONCRETE PIPE CLASS V, 12 INCH DIAMETER	LF	368	\$ 25.00	\$ 9,200.00	\$ 17.00	\$ 110.00	\$ 40,320.00	\$ 200.00	\$ 73,440.00
205.180	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN - 12 INCH DIAMETER	LF	368	\$ 60.00	\$ 22,080.00	\$ 93.00	\$ 370.00	\$ 13,680.00	\$ 145.00	\$ 53,280.00
205.190	ALTERNATE DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 2,938.00	\$ 3,700.00	\$ 9,600.00	\$ 3,000.00	\$ 3,000.00
205.200	RECTANGULAR DRAINAGE STRUCTURE (TYPE A) FOR 18 WELDED FRAME	LF	24	\$ 900.00	\$ 21,600.00	\$ 780.00	\$ 400.00	\$ 9,600.00	\$ 1,000.00	\$ 24,000.00
205.210	TEMPORARY PLASTIC BARRIER FENCE	LF	88	\$ 5.00	\$ 440.00	\$ 1,165.00	\$ 75.00	\$ 2,700.00	\$ 1,500.00	\$ 3,000.00
205.220	REMOVE AND RESET EXISTING FENCE	LF	45	\$ 100.00	\$ 4,500.00	\$ 34.00	\$ 84.00	\$ 3,780.00	\$ 110.00	\$ 4,950.00
205.230	CONCRETE SIDEWALKS AND DRIVEWAYS	TON	47	\$ 250.00	\$ 11,750.00	\$ 82.00	\$ 65.00	\$ 3,050.00	\$ 2,000.00	\$ 9,400.00
205.240	ASPHALT SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS AND VEGETATION CONTROL STRIPS	TON	16	\$ 450.00	\$ 7,200.00	\$ 472.50	\$ 472.50	\$ 7,260.00	\$ 500.00	\$ 7,200.00
205.250	CAST-IRON EMBEDDED DETECTABLE WARNING UNITS	SQ	10	\$ 450.00	\$ 4,500.00	\$ 491.00	\$ 477.00	\$ 4,770.00	\$ 600.00	\$ 6,000.00
205.260	CAST-IN-PLACE CONCRETE CURB TYPE 2	LF	55	\$ 40.00	\$ 2,200.00	\$ 128.00	\$ 65.00	\$ 3,575.00	\$ 60.00	\$ 3,300.00
205.270	TOPSOIL-LAWNS	CY	100	\$ 85.00	\$ 8,500.00	\$ 118.00	\$ 97.71	\$ 8,000.00	\$ 160.00	\$ 16,000.00
205.280	TURF ESTABLISHMENT - LAWNS	SQ	250	\$ 5.00	\$ 1,250.00	\$ 2.50	\$ 2,071.70	\$ 800.00	\$ 3.00	\$ 750.00
205.290	WATERING VEGETATION	MEAL	30	\$ 10.00	\$ 300.00	\$ 60.00	\$ 63.50	\$ 1,905.00	\$ 25.00	\$ 750.00
205.300	PLANTING - DECIDUOUS SHRUBS - AS SPECIFIED CONTAINER OR BOWDWIN	EACH	5	\$ 200.00	\$ 1,000.00	\$ 153.00	\$ 141.75	\$ 708.75	\$ 150.00	\$ 750.00
205.310	TRIE REMOVAL OVER 24 INCHES TO 36 INCHES DIAMETER BRUSHES, GRUBBED	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,000.00	\$ 3,000.00
205.320	REMOVE EXISTING MARKING STRIPS, TRAFFIC PAINT	LF	770	\$ 1.00	\$ 770.00	\$ 96.5377	\$ 58,919.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
205.330	MARKING STRIPS	LF	770	\$ 1.00	\$ 770.00	\$ 3.05	\$ 2,325.00	\$ 2,325.00	\$ 2.50	\$ 1,925.00
205.340	MARKING STRIPS	EA	4	\$ 200.00	\$ 800.00	\$ 385.00	\$ 385.00	\$ 770.00	\$ 400.00	\$ 1,600.00
205.350	CLEANING CLOSED DRAINAGE SYSTEM	LF	135	\$ 45.00	\$ 6,075.00	\$ 34.00	\$ 4,635.00	\$ 6,075.00	\$ 60.00	\$ 8,100.00
205.360	CUTTING PAVEMENT	LF	289	\$ 25.00	\$ 7,225.00	\$ 60.00	\$ 73.50	\$ 21,195.00	\$ 300.00	\$ 86,700.00
205.370	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 33.3', WITH 2x4s	SF	10	\$ 75.00	\$ 750.00	\$ 77.00	\$ 773.00	\$ 750.00	\$ 45.00	\$ 450.00
205.380	TYPE A SIGN POSTS	EACH	1	\$ 80.00	\$ 80.00	\$ 115.00	\$ 87.75	\$ 80.00	\$ 80.00	\$ 80.00
205.390	RETRO-REFLECTIVE SIGN POST STRIP	EACH	7	\$ 300.00	\$ 2,100.00	\$ 551.25	\$ 3,687.75	\$ 2,450.00	\$ 300.00	\$ 2,100.00
205.400	RELOCATE COMMERCIAL SIGN	EACH	2	\$ 1,000.00	\$ 2,000.00	\$ 760.00	\$ 315.00	\$ 630.00	\$ 5,000.00	\$ 1,000.00
205.410	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE (NUMBER SQUARE FEET)	EACH	2	\$ 100.00	\$ 200.00	\$ 339.00	\$ 287.75	\$ 575.50	\$ 200.00	\$ 400.00
205.420	REMOVE AND DISPOSE SIGNS, GROUND MOUNTED TYPE A SIGN SUPPORTS AND FOUNDATIONS - SIZE (UNDER 30 SQUARE FEET)	EACH	1	\$ 150.00	\$ 150.00	\$ 126.00	\$ 141.75	\$ 212.63	\$ 50.00	\$ 150.00
205.430	WELDED FRAME AND RETICULINE GRADE 3	EACH	5	\$ 1,500.00	\$ 7,500.00	\$ 815.00	\$ 4,132.00	\$ 7,500.00	\$ 1,500.00	\$ 7,500.00
205.440	ADJUST EXISTING VALVE BOX ELEVATION	EACH	2	\$ 500.00	\$ 1,000.00	\$ 318.00	\$ 864.00	\$ 1,728.00	\$ 500.00	\$ 1,000.00
205.450	ADJUST EXISTING HYDRANT ELEVATION	EACH	1	\$ 2,500.00	\$ 2,500.00	\$ 1,591.00	\$ 1,591.00	\$ 3,182.00	\$ 1,000.00	\$ 2,000.00
205.460	WHITE EPOXY RELECTORANT PAVEMENT STRIPS - 20 MILS	LF	1,769	\$ 5.00	\$ 8,845.00	\$ 4.50	\$ 7,960.50	\$ 8,752.50	\$ 1.00	\$ 1,769.00
205.470	FIELD CHARGE PAINTMENT	DC	14,000	\$ 1	\$ 14,000.00	\$ 1.00	\$ 14,000.00	\$ 14,000.00	\$ 1.00	\$ 14,000.00
205.480	MOBILIZATION	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 10,999.95	\$ 10,999.95	\$ 10,000.00	\$ 10,000.00
						Sub-Total:	\$ 399,602.00	\$ 434,980.00	\$ 452,360.00	\$ 404,938.50

SCHEDULE A

H65 - Capital Project Hubbs Road Trail

Revenues

H65-04090	Federal Income	\$ 257,401
H65-05031	Interfund Revenue	\$ 687,507
Total Revenues		<u>\$ 944,908</u>

Expenditures

H65-07629-00200	Trails Equipment	
	Base bid	\$ 335,174
	Alternative #1	\$ 249,247
	Alternative #2	\$ 339,407
H65-07629-00200	Temporary Easements renewals	\$ 4,200
H65-07629-00135	Additional Engineering Costs	\$ 16,880
		<u>\$ 944,908</u>

A - General Fund

From Unassigned Fund Balance - A-00914		<u>\$ 687,507</u>
A-08150-00015	Interfund Transfer	<u>\$ 687,507</u>

Engineering Consultant Agreement

Agreement made this _____ day of August 2025 by and between

The Town of Clifton Park

having its principal office at the Town Hall, One Town Hall Plaza, Clifton Park, NY
(Clifton Park)

and

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.

with its office at 21 Corporate Drive, Clifton Park, NY 12065
(the "Consultant")

WITNESSTH:

WHEREAS, in connection with a NYS DEC Climate Smart Communities grant identified for the purposes of this agreement as the

DEC01-C01085GG- Hubbs Road Multi-Use Path

(as described in detail in Attachment A annexed hereto, the "Project") **Clifton Park** has sought to engage the services of the **Consultant** to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, **Clifton Park** has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, **Philip Barrett**, Town Supervisor, is authorized to enter this Agreement on behalf of the Town of Clifton Park,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This agreement consists of the following:

- Agreement Form - this document titled "Architectural/Engineering Consultant Agreement";
- Attachment "A" – Project Description and Funding
- Attachment "B" – Task List;
- Attachment "C" - Cost Estimate (as applicable, Staffing Rates, Hours, Reimbursable and Fee)

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

- 2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide **Clifton Park** with plans, estimates and other services and deliverables more specifically described in Attachment "B".
- 2.2 The CONSULTANT shall ascertain the applicable practices of **Clifton Park**, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".
- 2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from **Clifton Park**.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder **Clifton Park** shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

Reimbursable Method for Design Services – Cost Plus Fixed Fee

ITEM I	<p>Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this Project on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this Project.</p> <p>The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other Projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor.</p> <p>If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the Consultant WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance.</p> <p>Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement, all subject to audit.</p>	<p>Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative.</p> <p>Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit.</p> <p>Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor.</p>	<p>The Consultant shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C.</p> <p>Bills are subject to approval of the Sponsor and Sponsor's Representative.</p>
ITEM II	<p>All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.</p>	<p>All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.</p>	
ITEM III	<p>Overhead Allowance based on actual allowable expenses incurred during the term of this Contract, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), sub-part 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT and FHWA.</p> <p>For the purpose of this Contract, an accounting period shall be the Consultant's fiscal year. An audit of the accounting records of the Consultant shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.</p>	<p>The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE and shall be a FAR compliant rate initially established not to exceed 187% (Office) / 143% (Field), subject to audit.</p>	
ITEM IV	<p>Negotiated Lump Sum Fixed Fee.</p> <p>Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</p>	<p>A negotiated Lump Sum Fee which in this CONTRACT shall equal <u>One Thousand Eight Hundred Dollars (\$1,800).</u></p>	
ITEM V	<p>The Maximum Amount Payable</p>	<p>Maximum Amount Payable under this Method shall be <u>Sixteen Thousand Eight Hundred Eighty Dollars (\$16,880).</u></p>	

ARTICLE 4. INSPECTION

The duly authorized representatives of **Clifton Park** shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

- 5.1 Payment to the Consultant is subject to the following audit rights of **Clifton Park**:
- A. For Design Lump Sum Method – Only DNSC are subject to audit.
 - B. For Construction Inspection Cost Plus Fixed Fee Method - All costs are subject to audit.
- 5.2 In order to enable **Clifton Park** to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.
- I. Records of Direct Non-Salary Costs;
 - II. Copies of any subcontracts relating to said contract;
 - III. Location where records may be examined; and
 - IV. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

- 6.1 **Clifton Park** will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.
- 6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to **Clifton Park** from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

- 7.1 Consultant's performance of this Agreement within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify **Clifton Park** of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to **Clifton Park** on a monthly basis or such alternative interval as **Clifton Park** directs in writing.
- 7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify **Clifton Park**, in writing, of this fact prior to beginning any of the work. **Clifton Park** shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that **Clifton Park** determine that such work does constitute extra work, **Clifton Park** shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by **Clifton Park**. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by **Clifton Park** to the CONSULTANT for

execution after approvals have been obtained from necessary **Clifton Park** officials, and, if required from the Federal Highway Administration.

- 7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to **Clifton Park** all assistance required by **Clifton Park**. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, **Clifton Park's** direction shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Agreement.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless **Clifton Park** from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT'S failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against **Clifton Park** beyond such as may legally exist irrespective of this Article or this Agreement.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of Two Million Dollars **\$2,000,000** per project, issued to and covering damage for liability imposed on the CONSULTANT by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Agreement. The CONSULTANT shall supply any certificates of insurance required by **Clifton Park** and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

The CONSULTANT shall not commence work under this Contract until he/she/it has obtained all insurance required under this paragraph and **Clifton Park** has approved such insurance. **Clifton Park** requires the following insurance coverage and amounts:

- (A) Comprehensive General Liability, including personal injury coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and property damage coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- (B) Automobile coverage with a combined single limit of \$1,000,000.00.
- (C) Statutory Worker's Compensation Disability Coverage.
- (D) Unemployment Insurance Benefits as required by statute.

The CONSULTANT shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwrite, evidencing such insurance policies to be in full force and effect, naming **Clifton Park** and its officers, employees, agents and representatives as additional insured.

Notice of termination of any such policies must be provided to **Clifton Park** at least thirty (30) days in advance. CONSULTANT shall, on or before this 30 day period, provide **Clifton Park** with a prospective Certificate of Insurance

with the above coverage and limits for the balance of the term of this agreement.

All insurance coverage required to be purchased and maintained by the CONSULTANT under this agreement shall be primary for the defense and indemnification on any action or claim asserted against **Clifton Park** and/or CONSULTANT for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

The CONSULTANT shall furnish the above insurance to **Clifton Park** and shall also name Clifton Park as an additional insured in said policies.

Any accident shall be reported to **Clifton Park** as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to **Clifton Park** as soon thereafter as possible, and not later than three (3) days after the date of such accident.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of **Clifton Park** or existing in the offices of the CONSULTANT shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. **Clifton Park**, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as **Clifton Park** may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of **Clifton Park** of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this agreement.

ARTICLE 13. TERMINATION

Clifton Park shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

- A. for convenience of **Clifton Park** - if a termination is brought about for the convenience of **Clifton Park** and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.

- B. for cause - if the termination is brought about as a result of **Clifton Park's** determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to **Clifton Park**, of the total amount of work contemplated by the PROJECT Agreement.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and **Clifton Park** shall make all payments due to them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to **Clifton Park** or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to **Clifton Park** for any damages it may sustain by reason thereof. Upon the delivery of all such data to **Clifton Park**, **Clifton Park** will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of **Clifton Park** by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **Clifton Park**, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **Clifton Park** shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of **Clifton Park**.

If this provision is violated, **Clifton Park** may revoke and annul the Agreement and **Clifton Park** shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of **Clifton Park**.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and **Clifton Park** a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by **Clifton Park**.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, **Clifton Park** may in certain circumstances, provide compensation for such work.
- B. Neither **Clifton Park's** review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to **Clifton Park** in accordance with applicable law for all damages to **Clifton Park** caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of **Clifton Park** provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Municipality Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or

supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5©

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- A. an existing contract for the PROJECT ROW incidental work or construction engineering; or
- B. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work described in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Consultant's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department

or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify **Clifton Park** and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon **Clifton Park's** receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify **Clifton Park**, in writing, of each and every change of address to which service of process can be made. Service by **Clifton Park** to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 30. MISCELLANEOUS

30.1 Executory Contract. This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by **Clifton Park** beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

Town of Clifton Park

MJ Engineering, Architecture, Landscape Architecture,
and Land Surveying, P.C.

by: _____
Philip Barrett Town Supervisor

by: _____
Michael D. Panichelli, President

Date: _____

Date: 07.29.2025

ACKNOWLEDGEMENT OF THE TOWN OF CLIFTON PARK

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On this ____ day of **August, 2025** before me, the subscriber personally appeared, **Philip Barrett** to me known, who, being by me duly sworn, did depose and say; that he resides in the **Town of Clifton Park**, New York; that he is the **Town Supervisor** of the **Town of Clifton Park**, the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of the **Town of Clifton Park**.

Notary Public, Saratoga County, N.Y.

ACKNOWLEDGEMENT OF THE CONSULTANT

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On this **29th** day of **July, 2025** before me, the subscriber personally appeared **Michael D. Panichelli** to me known, who, being by me duly sworn, did depose and say; that he resides in the **Town of Clifton Park, New York**; that he is the **President** of **MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.**, the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of **MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.**

KAREN MAGGIO
Notary Public State of New York
No. 01MA6011485
Qualified in Rensselaer County
Commission Expires: August 10, 2026

Notary Public, Rensselaer County, N.Y.

Attachment A

Architectural/Engineering Consultant Agreement Project Description and Funding

DEC01-C01085GG – Hubbs Road Multi-Use Path

Main Agreement Amendment to Agreement Supplement to Agreement

Phase of Project Consultant to work on:

P.E./Design ROW Incidentals ROW Acquisition Construction, C/I, & C/S

PROJECT DESCRIPTION:

DEC01-C01085GG
Hubbs Road Multi-Use Path

Project Location:

Town of Clifton Park
Saratoga County, New York

Consultant Work Type: See **Attachment B** for a more detailed Task List.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A:

Design – Lump Sum	\$69,000
Construction Inspection – Cost Plus Fee	\$17,300
SA #1 Right-of-Way Acquisitions – Lump Sum	\$108,135
SA #2 Additional Construction Inspection – Cost Plus Fee	\$16,880
Total –	\$211,315

ATTACHMENT B

TASK LIST

Contract No. DEC01-C01085GG

Hubbs Road Multi-Use Path

Town of Clifton Park

August 2025

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Section 10	Estimating & Technical Assumptions

Section 1 - General

1.01 Project Description and Location

This project is known as:

DEC Contract ID: DEC01-C01085GG
Project: Hubbs Road Multi-Use Path

Project Description: Town of Clifton is using a 2019 NYS DEC Climate Smart Communities grant to design and construct approximately 0.6 miles of a new 8-foot-wide asphalt multi-use path and 5'-0" wide concrete sidewalk for pedestrian and bicycle travel on the south side of Hubbs Road (starting at Dutch Meadow Drive) and continuing along the west side of Hatlee Road, connecting the Dutch Meadows and County Knolls West neighborhoods to the hamlet of Jonesville at the intersection with MacElroy Road and Main Street/Saratoga County Route 82. Three pedestrian crosswalks will be designed at the MacElroy and Main Street intersections.

Town: Clifton Park
County: Saratoga

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits specified above.

1.02 Contract Administrator

The **Town's** Contract Administrator for this project is John Scavo who can be reached at 518.371.6054.

All correspondence to the **Town** should be addressed to:

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

All further references to the **Town** in this Scope of Services shall be applicable to the **Town of Clifton Park**.

1.03 Project Classification

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Unlisted.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertisement, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection

When specifically authorized in writing to begin work, the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Town** with reports, plans, estimates, and other data specifically described in Sections 1 and 5.

Section 1 - General

1.05 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Town's** Contract Administrator. Meetings may be held to:

- A. Present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- B. Present, discuss, and receive direction on project specifics.
- C. Discuss and resolve comments resulting from review of project documents, advisory agency review and coordination with other agencies.
- D. Prepare and preview visual aids for public meetings and facilitate and conduct public meetings.
- E. Manage **subconsultants** and/or subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within 10 business days of the meeting date.

1.06 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **Town** periodic invoices with progress reports in a format approved by the **Town**. The beginning and ending dates defining the reporting period will correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. In cases where the **Town** officially suspends all work under this contract, this task will not be performed during the suspension period or as directed by the **Town**.

1.07 Policy and Procedures

The design of this project will be progressed in accordance with current New York State Department of Transportation (NYSDOT) design requirements.

A. Compliance with Documents

All work must conform to current versions of the following documents, as applicable. Where necessary, the **Consultant** will obtain either the full document or guidance extracted from it.

1. A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO)
2. NYS Eminent Domain Procedure Law
3. ADA Accessibility Guidelines for Buildings and Facilities
4. AASHTO Model Drainage Manual & NYSDOT Highway Design Manual Chapter 8
5. AASHTO Guide for the Development of Bicycle Facilities
6. NYSDOT Highway Design Manual
7. FHWA Manual on Uniform Traffic Control Devices and NYS Supplement
8. NYSDOT The Environmental Manual

B. Compliance with Environmental Laws, Regulations and Permits

All work must comply with the requirements of all applicable state and federal environmental laws, regulations and policy.

1.08 Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.9 Subconsultants

The **Consultant** will be responsible for:

- A. Coordinating and scheduling work, including work to be performed by subconsultants.
- B. Technical compatibility of a subconsultant's work with the prime Consultant's and other subconsultant's work.

1.10 Subcontractors

- A. For subcontracts to this **Consultant** contract exceeding \$20,000 (\$10,000 for printing contracts):
 1. The **Consultant** will prepare a contract document describing the work, schedule, and method of payment in sufficient detail for obtaining sealed bids for the work. The **Consultant** will

provide the work description and will submit it to the **Town** for review. The **Consultant** will modify the work description as necessary before including it in the contract document.

2. The **Consultant** will solicit sealed bids from a sufficient number of prospective qualified subcontractors to ensure that at least three (3) bids are received. Upon receipt of at least three bids, the **Consultant** will submit all bids to the **Town** along with a recommended choice. The **Town** will either concur with the recommendation or accept one of the other bids. The **Town** will then advise the **Consultant** in writing to proceed.
 3. Upon receipt of written authorization from the **Town** to proceed, the **Consultant** will execute the contract with the subcontractor and oversee the subcontractor's operations/services to the extent of assuring that the work is performed as described in the contract and that the work performed conforms to applicable requirements.
- B. For subcontracts to this **Consultant** contract equaling or under \$20,000 (\$10,000 for printing contracts):
1. The **Consultant** will prepare a contract document describing the work, schedule, and method of payment in sufficient detail for obtaining reliable quotations (non-binding estimates) for the work. The **Consultant** will provide the work description and will submit it to the **Town** for review. The **Consultant** will modify the work description as necessary before including it in the contract document.
 2. The **Consultant** will solicit quotations from a sufficient number of prospective qualified subcontractors (typically three) to ensure that the work will be performed in the most economical manner. The **Consultant** will maintain and keep for review records of the quote solicitation process to document competition for the service. Upon receipt of the quotations, the **Consultant** will submit them to the **Town** along with a recommended choice. The **Town** will either concur or choose one of the other candidate subcontractors and advise the **Consultant** to proceed.
 3. Upon receipt of written authorization from the **Town** to proceed, the **Consultant** will execute the contract with the subcontractor and oversee the subcontractor's operations/services to the extent of assuring that the work is performed as described in the contract and that the work performed conforms to applicable requirements.

1.11 Units of Measure

General: All documents shall use Customary (English) units as the primary system of measurement. This includes, but is not limited to, the plans, specifications and engineer's estimate. As-built drawings shall be dimensioned in Customary (English) units of measure.

Survey: All survey data will be obtained in Customary (English) units. If acquisition maps are required, all parcel dimensioning and areas shall be Customary (English) units of measure.

Section 2 - Data Collection & Analysis (Intentionally Left Blank)

Section 3 - Preliminary Design (Intentionally Left Blank)

Section 4 – Environmental (Intentionally Left Blank)

Section 5 - Right-of-Way (ROW) (Intentionally Left Blank)

Section 6 - Detailed Design (Intentionally Left Blank)

Section 7 - Advertisement, Bid Opening and Award (Intentionally Left Blank)

Section 8 - Construction Support

(Intentionally Left Blank)

Section 9 - Construction Inspection

Construction inspection for this project is based on a part-time effort to check the quality and progression of work being performed. The project has been bid on as an itemized contract so quantities will be verified. The **Consultant** will review the construction submittals for approval. The Contractor's estimate will be based on the actual quantities placed. The **Consultant** will prepare as-built drawings at the end of the project based on any information provided during the construction process.

9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **Town**, contract administration and part-time construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining project records, processing payments, and performing inspection work.

9.03 Municipal Project Manager

This Project Manager will be the **Town's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the **Consultant** will submit to the **Town** a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement. The **Consultant** will recommend inspectors to the Sponsor for approval prior to their assignment to the project. Resumes, proof of required certification and the proposed initial salary shall be furnished. The Sponsor may want to interview before approval, and reserves the right to disapprove any application. The employment of all consultant personnel is conditional, subject to satisfactory performance, as determined by the Sponsor.

For all construction inspection agreements, it is mandatory that all technician personnel be identified by the National Institute for Certification in Engineering Technologies (NICET) certification levels in the staffing tables. In addition, all Transportation Engineering Technicians-Construction assigned to the project at and above level III, Engineering and Senior Engineering Technicians, must be certified by NICET. Transportation Engineering Technicians-Construction below level III assigned to the project must have successfully completed the General Work Element requirements and at least those Special Work Elements which apply to their specific project assignments at the level of their rating.

In lieu of the NICET certification requirements, the Sponsor may accept evidence that the person proposed for employment (1) has satisfactorily performed similar duties as a former NYS Department of Transportation (NYSDOT) employee or (2) has a combination of education and appropriate experience commensurate with the scope of the position in question.

Technicians employed by the **consultant** that perform field inspection of Portland cement concrete shall possess a current certification from the American Concrete Institute (ACI) as a Concrete field-testing Technician-Grade 1, or have completed all of the following NICET work elements, which are equivalent to the ACI certification:

NICET LEVEL	NICET CODE	NICET WORK ELEMENT
I	82019	Sample Fresh Concrete
I	82020	Slump Test
II	84068	Air Content, Pressure
II	84069	Air Content, Gravimetric
II	84070	Air Content, Volumetric
II	84076	Field Prepared Test Specimens

Inspectors designated as the responsible person in charge of work zone traffic control must have sufficient classroom training, or a combination of classroom training and experience, to develop needed knowledge and skills. Acceptable training should consist of a formal course presented by a recognized training program which includes at least two full days of classroom training. A minimum of two days classroom training is normally required, although one day of classroom training plus responsible experience may be considered. Recognized training providers include American Traffic Safety Services Association (ATSSA), National Safety Council (NSC), Federal Highway Administration's National Highway Institute (FHWA-NHI), and accredited colleges and universities with advanced degree programs in Civil/Transportation/Traffic Engineering. Former DOT employees may be considered on the basis of at least one day of formal classroom training combined with responsible M&PT experience.

Technicians employed by the **consultant** who perform field inspection of geotechnical construction (earthwork), including, but not limited to embankment construction, subbase placement, structure and culvert backfill placement, and testing of earthwork items for in-place density and/or gradation, shall possess a current certification and/or proof of training from the following organization:

North East Transportation Technician Certification Program (NETTCP) Soils and Aggregate Inspector Certification. An alternative to the certification/training listed above would be proof of previous training (within the past 5 years) of the NYSDOT Earthwork Inspectors School, given by the Department's Geotechnical Engineering Bureau.

9.07 Scope of Services/Performance Requirements

A. Quality

The Consultant will enforce the specifications and identify in a timely manner to the **Town** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

B. Record Keeping & Payments to the Contractor

1) All records must be kept in accordance with the directions of the **Sponsor and must be consistent with the requirements of the NYSDOT Manual of Uniform Recordkeeping (MURK)**. The **Consultant** will create monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.

2) Any record plans, engineering data, survey notes or other data provided by the **Sponsor** should be returned to the **Sponsor** at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the **Consultant** will bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.

3) Unless otherwise modified by this agreement, the **Town** will check, and when acceptable, approve all structural shop drawings.

4) The **Consultant** must submit the final estimate of the contract to the **Town** within four (4) weeks after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the **Town** within five (5) weeks after the date of the acceptance of the contract.

C. Health & Safety/Work Zone Traffic Control

1) The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per **Town** policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.

2) The **Consultant** is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

Monitoring Equal Opportunity/Labor Requirements

If monitoring the Contractor's Equal Opportunity and Labor compliance is required, the **Consultant** will utilize the guidance contained in the contract, standard specifications and the **Town's** policies.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 1 Estimate 6 cost and progress reporting periods will occur during the life of this agreement.

10.02 Technical Assumptions

Section 9 Construction Inspection

- MJ will utilize a minimum of a NICET Level III Inspector to oversee this project.
- Night work is not anticipated.
- Weekend work is not anticipated.
- Overtime is not anticipated but may be required.
- Twenty-four (24) hours will be estimated per week.
- Appia Software will be utilized to produce estimates.
- MJ will track quantities as this is an itemized bid contract.
- MJ will conduct a Preconstruction meeting prior to the start of construction.
- MJ will not be conducting any material testing for this project.
- MJ will facilitate a punch list of all non-satisfactory items.
- MJ will review all shop drawings and submittals.
- MJ will produce As-Built Drawings, based on the contractor's submitted information.
- The construction schedule used in developing the fee assumes 10 weeks of construction.
- If the project duration exceeds the estimated 10 weeks, a supplemental agreement will be required for the additional effort.

ATTACHMENT C

COST ESTIMATE

Contract No. DEC01-C01085GG

Hubbs Road Multi-Use Path

Town of Clifton Park

August 2025

DEC01-C01085GG Hubbs Road Trail

Town of Clifton Park

Supplemental Agreement #2

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.

Exhibit A, Page 1

Salary Schedule

JOB TITLE	ASCE (A)	HOURLY RATE	OVERTIME CATEGORY
	OR NICET (N) GRADE		
Project Manager	VII (A)	\$ 74.00	A
Engineer V	V (A)	\$ 68.00	B
Engineer IV	IV (A)	\$ 51.00	B
Engineer III	III (A)	\$ 38.00	B
Engineer II	II (A)	\$ 32.00	B
Technician IV	IV (N)	\$ 51.00	B
Technician III	III (N)	\$ 35.00	C
Technician II	II (N)	\$ 26.00	C
Land Surveyor	IV (N)	\$ 55.00	B
Party Chief	III (N)	\$ 37.00	C
Instrument Person	II (N)	\$ 25.00	C
Inspector	III (N)	\$ 48.00	C
Inspector	II (N)	\$ 37.00	C

OVERTIME POLICY:

Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week.

PREVAILING WAGE RATES	Rate	Individual's		Payroll		
		Actual Rate	Diff.	Additive	Total	
Party Chief	\$47.37	\$30.86	\$16.51	\$1.49	\$18.00	
Instrument Person	\$43.51	\$22.41	\$21.10	\$1.90	\$23.00	
SUPPLEMENTAL BENEFITS:	Benefit	Normal Firm's Rate	Difference (Net)	Wage Adjust.	Payroll Additive	Total
Party Chief	\$28.05	\$10.62	\$17.43	0.00	\$1.57	\$19.00
Instrument Person	\$28.05	\$6.03	\$22.02	0.00	\$1.98	\$24.00

DEC01-C01085GG Hubbs Road Trail
 Town of Clifton Park
 Supplemental Agreement #2
 MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.
 Exhibit A, Page 3 Staffing Table

Construction Inspection Services - Task 9 (additional hours)

JOB TITLE	ASCE OR NICET GRADE	Task 9												(1)	(2)	(3)	(4)	(5)	(6)	
		2025																		
		M	J	J	A	S	O	N	D											
Inspector	III (N)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	128	\$48.00	\$24.00	\$0.00	\$6,144.00
	Overtime	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$48.00	\$24.00	\$0.00	\$0.00
Inspector	II (N)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$37.00	\$18.50	\$0.00	\$0.00
	Overtime	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$37.00	\$18.50	\$0.00	\$0.00
														128	0		\$0.00	\$6,144.00		

Task 9 Construction Inspection

NOTES:

** Overtime Hours

(1) Total Hours (straight time)

(2) Total Hours (overtime)

(3) Projected Hourly Rate (straight time rate)

(4) Projected Hourly Rate (premium rate)

(5) Direct Technical Salaries (premium portion)

(6) Direct Technical Salaries (straight time portion)

DEC01-C01085GG Hubbs Road Trail

Town of Clifton Park

Supplemental Agreement #2

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.

Exhibit B, Page 1 Estimate of Direct Non-Salary Cost

1. Travel

	trips	16	miles/trip		
0 mi.:	\$0.625	/mile		\$	-

2. Survey Personnel Costs

Prevailing Wage Rates	Hours @	Rate			
Party Chief		\$18.00	\$	-	
Instrument Person		\$23.00	\$	-	
Supplemental Benefits					
Party Chief		\$19.00	\$	-	
Instrument Person		\$24.00	\$	-	
				Total Design DNSC	\$ -

Construction Inspection

1. TRAVEL

a) On-Job Travel -	16	days	15	miles/day		
	240	mi.:	\$0.625	/mile	\$	150.00

2. EXPENDABLE EQUIPMENT & MISCELLANEOUS EXPENSES

Appia License -

Total CI DNSC \$ 150.00

Subcontractor DNSC

On-Site Material Testing	\$	-
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DEC01-C01085GG Hubbs Road Trail

Town of Clifton Park

Supplemental Agreement #2

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.

Exhibit C

SUMMARY

		Task 1-8 Design	Task 9 Construction Inspection	Total
Item IA, Direct Technical Salaries		\$0	\$6,144	\$6,144
Item IB, Direct Technical Salaries Premium Portion of Overtime		\$0	\$0	\$0
Item IIA, Direct Non-Salary Cost		\$0	\$150	\$150
Item IIB, Direct Non-Salary Cost (Sub-Contractor Cost)		\$0	\$0	\$0
Item III, Overhead	187%	\$0		\$0
CONR FYE 2021	143%		\$8,786	\$8,786
Item IV Fixed Fee		\$0	\$1,800	\$1,800
Item IIC, Direct Non-Salary Cost		\$0	\$0	\$0
Total Estimated Cost		\$0	\$16,880	\$16,880



Greenman-Pedersen, Inc.
80 Wolf Road, Suite 600
Albany, NY 12205

TEMPORARY EASEMENT EXPIRATION NOTICE

PROJECT INFORMATION

Name: Hubbs Road Multi-Use Path - C01085 GG
Sponsor: Town of Clifton Park
County: Saratoga County
Location: Town of Clifton Park, Saratoga County, NY
PIN: DEC01-C01085GG

CONTACT INFORMATION

Client: MJ Engineering
Client Contact: Megan Bacon P.E.
ROW Agent: Kimberly Dempsey
GPI Project No.: ALB-2300079.00

TEMPORARY EASEMENTS

Tax ID	Name	Address	TE Expiration Date	TE Value
258.12-1-16	Douglas H. and Terry I. Joslin	7 Noord Lane, Ballston Lake, NY 12019	2025-07-01	\$ 200.00
258.12-1-20	Michael Horlacher	15 Windmill Court, Ballston Lake, NY 12019	2025-07-01	\$ 800.00
259.9-3-3	William G. and Denise A. Adams	988 Main Street, Clifton Park, NY 12065	N/A (fee only)	
258.12-1-14	Kathleen Bryant (f.k.a. Schroder)	1 Dutch Meadow Drive, Ballston Lake, NY 12019	2025-07-01	\$ 600.00
258.-2-28	Richard Meyer	994 Main Street, Clifton Park, NY 12065	2026-02-21	\$ 700.00
258.12-1-21	Douglas Sajler	17 Windmill Court, Ballston Lake, NY 12019	2025-07-01	\$ 400.00
258.12-1-18	John and Cheryl Betters	11 Noord Lane, Ballston Lake, NY 12019	2025-07-01	\$ 500.00
259.9-1-17	Charles Anderson	521 Mac Elroy Road, Clifton Park, NY 12065	2025-07-01	\$ 400.00
258.12-1-17	Yuri A. and Heather Gorby Galloway	9 Noord Lane, Ballston Lake, NY 12019	2025-07-01	\$ 600.00
258.-2-27.21	Grace Chapel of Clifton Park Carol Frost-Cyrus	996 Main Street, Clifton Park, NY 12065	2025-07-01	\$ 500.00
258.-2-27.1	Carolyn Stipano	N/A Hatlee Road, Clifton Park, NY 12065	2025-07-01	\$ 200.00

Total TE renewal costs
for 2025 construction
season: \$4,200

SCHEDULE B



RESOLUTION

#12

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 sewer extension to 987 Hatlee Road within Clifton Park Sewer District 1, Extension No. 6.

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

WHEREAS, by Resolution No. 101 of 2023, the Town Board of the Town of Clifton Park established Clifton Park Sewer District No. 1, Extension No. 6, and

WHEREAS, Resolution No. 101 of 2023 adopted the Map, Plan, and Report prepared by Lansing Engineering dated September 1, 2022, and

WHEREAS, Extension No. 6 encompasses 987 Hatlee Road, and

WHEREAS, the owners of 987 Hatlee Road Sanitary Sewer serving a three (3) lot subdivision, wish to dedicate the extension of the sewer to the Town of Clifton Park, and

WHEREAS, the basic linear description of the sewer extension and inventory letter have been prepared by Lansing Engineering and are attached hereto, and

WHEREAS, the acceptance by the Town of Clifton Park of the sewer extension is in the public interest; now, therefore, be it

RESOLVED, that the Town Board hereby accepts the extension of the sanitary sewer as described hereinabove.

Basic Linear Description

Sanitary Sewer Line within Hatlee Road Right-of-Way

1. **Project Title:** 987 Hatlee Road Sanitary Sewer
2. **Location:** Located within the public right-of-way of Hatlee Road, Town of Clifton Park, Saratoga County, NY
3. **General Alignment:** The constructed sewer extends from the existing sanitary manhole located along the east side of Hatlee Road, approximately 1,094 feet north of the intersection of Hatlee Road and Willowbrook Lane. From the existing manhole the sewer line extends along the east side of Hatlee Road and to the north towards 987 Hatlee Road, approximately 456 linear feet.
4. **Offset:** The sewer line is located approximately 14' to the east from the centerline of Hatlee Road between the existing manhole and Sta. 2+38. Between Sta. 2+38 and Sta. 0+35 the sewer line is located approximately 17' to the east from the centerline of Hatlee Road.
5. **Pipe Size and Material:** The sewer line material is 2" diameter, HDPE DR11, low pressure force main pipe.
6. **Manholes/Structures:** The sewer extension includes one (1) force main manhole located at Sta. 0+38.58 as shown on attached as-built drawing.
7. **Terminus:** The sewer line terminates at FMMH1 located at Sta. 0+38.58 as shown on attached as-built drawing.

July 3, 2025

Mr. Mike O'Brien
Collection Systems Manager
Town of Clifton Park Sewer Dept.
One Town Hall Plaza
Clifton Park, NY 12065

RE: 987 Hatlee Road Sanitary Sewer
Sanitary Sewer Dedication, Inventory Letter
Clifton Park (T), Saratoga County

Dear Mr. O'Brien:

It is the intent of the owner of the 987 Hatlee Road Sanitary Sewer to dedicate the newly construction sanitary sewer system serving the 3-lot subdivision. This letter serves as an inventory of the sewer system that is to be offered for dedication.

The constructed sewer extends from the sanitary manhole located along the east side of Hatlee Road, approximately 1,094 feet north of the intersection of Hatlee Road and Willowbrook Lane toward the north to 987 Hatlee Road.

The infrastructure offered for dedication includes approximately 456 linear feet of 2" DR 11 force main and one (1) force main manhole.

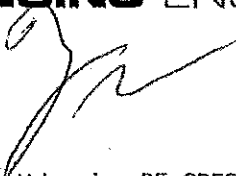
The sanitary sewer was installed during August 2024 to September 2024 and was inspected under the Saratoga County Sewer District's QA/QC procedures. The construction of the sewer was inspected and certified by Weston & Sampson, PE, LS, LA, PC. Weston & Sampson also provided an "As-Built" plan along with the certification. The certification and "As-Built" are attached to this letter.

The estimated installation value of the low pressure sewer system is approximately \$45,000 (contractor provided cost).

If additional information is required, please contact our office at your earliest convenience. Thank you.

Sincerely,

LANSING ENGINEERING, PC



Yates Scott Lansing, PE, CPESC

CC: file

Town of Clifton Park

List of Dedication Materials updated 1/23

- Permanent right of way and easement and descriptions for R.O.W. and any overland sewer easements.
- Title insurance and searches (Relevant Town Sewer District) check w/ Town Atty for amount
- Existing filed maps showing easements/row and/or exhibit map of easements.
- TP-584 form (Saratoga Co. Clerk)
- RP-5217 form (Saratoga Co. Clerk)
- Deed of Dedication
- Lien Waiver from Contractor
- Corporate Resolution from current owner of sewers
- Inspecting Engineer's Certification
- As-built map of sewer system
- Inventory of sewer infrastructure with installation cost
- Letter of credit for 20% of sanitary sewer cost – must be good for one year beyond acceptance date. Must ensure that the "Relevant Sewer Town Sewer District" is the beneficiary and has the right to invoke.



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 rehiring Michael Welch as a Part-time Armed Court Officer to work as needed.

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

WHEREAS, a need exists for a Part-time Armed Court Officers, and

WHEREAS, Lou Pasquarell, Director of Safety & Security, wishes to rehire Michael Welch, Ballston Lake, NY, as a Part-time Armed Court Officer, effective immediately; now, therefore, be it

RESOLVED, that Michael Welch be rehired as a Part-time Armed Court Officer at Grade 6, Step 3, Year 3, \$31.46/ hr., to be paid from A-3120-E4030 (General Fund – Security – Part time Court Officer); and be it further

RESOLVED, that Mr. Welch is also appointed as a Town Instructor for Security Officers.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, July 23, 2025 11:15 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; hd
Subject: New Employee Resolution Request #1892

A new employee 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: 08/04/2025 ✓
Board Meeting Date: 08/04/2025 ✓
Alternate Date: 08/18/2025
Budget Number: A-3120-E4030
Budget Description: Armed Court Officer - Grade 6 Step 2
Amount: \$30.54 per hour.
Brief Description: Mike, turned in his resignation letter from the position as an armed Court Officer and Security Guard Instructor effective May 17, 2025.

Well after approx. 90 days Mike has requested to return as a Armed Court Officer and Security Guard Instructor effective immediately.

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

[unsubscribe](#)



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 Julianna Pace as an Adventure Challenge Counselor for the week of 8/11- 8/15 of the 2025 season.

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

WHEREAS, Mike Woerner, Director of Parks & Recreation, has identified the need for additional staff to conduct the Adventure Challenge Course for 2025, and

WHEREAS, Mr. Woerner has recommended that Julianna Pace, Clifton Park, NY, be hired as an Adventure Challenge Counselor for the 2025 Project Adventure Program, now, therefore, be it

RESOLVED, that Julianna Pace be hired as an Adventure Challenge Course Counselor, effective August 11, 2025 through August 15, 2025, to be paid \$17.50 per hr., from A-7621-E2360 (General Fund - Adventure Challenge Staff).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, July 29, 2025 9:12 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; hd
Subject: New Employee Resolution Request #1898

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

Department: Parks & Rec
Your Name: mike woerner
Your Email: mwoerner@cliftonpark.org
Sponsor: lynda Wolowit, agatha Reid
Agenda Session Date: 08/04/2025 ✓
Board Meeting Date: ~~08/18/2025~~ 08/04/2025 ✓ per mike woerner
Alternate Date: 08/18/2025
Budget Number: a-7621-E2360
Budget Description: salary 17.50/hour
Amount: see attachments
Brief Description: hire female staff member for Adventure Challenge
Add Supporting Docs:
[1bbdf7b36174677c_20250729091520118.pdf](#)

Additional Comments/Details: add female staff member
Agree to Terms: Agree

[unsubscribe](#)