



TOWN OF CLIFTON PARK TOWN BOARD MEETING

November 03, 2025

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



ONLINE BOARD MEETINGS

- I. Call to Order/7:00 P. M. – Wood Room, Town Hall**
- II. Pledge to Flag**
- III. Roll Call**
- IV. Approval of Town Board Minutes**
- V. Communications/Announcements**
- VI. Business**
 - **Resolutions for Consideration**
 - **Other Business**
- VII. Open Public Privilege**

NOTE:

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

- VIII. Adjournment**

Resolutions for Consideration
Clifton Park Town Board Meeting
November 03, 2025

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Assessor	Authorize the Assessor to re-levy unpaid charges for care and supervision of abandoned properties	P. Barrett
2. Assessor	Authorize the Assessor to re-levy unpaid Saratoga County Sewer District No. 1 charges to the Town and County Tax bills	P. Barrett
3. Assessor	Authorize the Assessor to re-levy unpaid Town of Ballston Water charges to the Town and County Tax bills	P. Barrett
4. Assessor	Authorize the Assessor to re-levy unpaid Rivercrest Sewer District Ext. #1 charges to the Town and County Tax bills	P. Barrett
5. Assessor	Authorize the Assessor to re-levy unpaid Olde Nott Farm Sewer charges to the Town and County Tax bills	P. Barrett
6. Town Board	Authorize the abandonment and discontinuance of a portion of Sunset Street	P. Barrett
7. Town Board	Adopt Local Law No. ___ of 2025, relating to amendments to Town Code Chapters 73 and 208 relating to short-term rentals	P. Barrett
8. Town Board	Authorize Supervisor to execute a solar PILOT agreement with DG Cooley, LLC	P. Barrett
9. Buildings & Grounds	Authorize three (3) trucks to be declared as surplus for sale at online auction	P. Barrett
10. Building & Development	Authorize purchase of 2026 NYS Building Code books for the department	P. Barrett
11. Highway	Authorize the hiring of two (2) Motor Equipment Operators (MEO) in the Highway Department	D. Bull



RESOLUTION

#1

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution authorizing the Assessor to re-levy the expense of repairs or maintenance against the land on which such building is located, as provided for in Section 77-12 of the Town Code.

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

WHEREAS, in February of 2012, the Town Board adopted Resolution No. 40 of 2012 to respond to isolated incidents where the abandonment of properties or extended foreclosure process results in neglect to real property; and

WHEREAS, Section 77-12, of the Town Code as amended requires that records of costs and expenses incurred in providing such maintenance be reported to the Town Board no later than November 1st of each year, and

WHEREAS, the Code Enforcement Officer has reported the identification of five (5) vacant, abandoned, or foreclosure properties meeting criteria outlined in Section 77-10, and

WHEREAS, maintenance performed and contracted by the Buildings and Grounds Department pursuant to Section 77 of the Town Code has been completed by the Department of Buildings and Grounds and the Department of Building and Zoning Code Enforcement on all five (5) properties at a cost of \$820, per the attached exhibit; and

WHEREAS, the Code requires that the Town Board authorize the assessor to re-levy the unpaid bills on affected properties for the next tax roll to ensure re-payment to the Town consistent with Resolution No. 40 of 2012, now therefore be it

RESOLVED, that the Town Board authorizes the Assessor to re-levy the unpaid bills on the respective properties as delineated on Schedule A to this resolution for the 2026 Town and County Tax bills; and be it further

RESOLVED, that all proceeds be returned in February to the Town of Clifton Park.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, October 10, 2025 1:06 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 #2332

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

Department: Assessor's Office
Your Name: Kelly Miller
Your Email: kmiller@cliftonpark.org
Sponsor: Assessor
Agenda Session Date: 10/20/2025 ✓
Board Meeting Date: 11/03/2025 ✓
Alternate Date: 11/10/2025
Budget Number: 0
Budget Description: 0
Amount: 0
Brief Description: Authorize the Assessor to levy costs for care of and supervision of abandoned properties in 2025
Add Supporting Docs:
Additional Comments/Details: Resolution Heading: (See Below)

Special Assessment Charges for 2025
Agree to Terms: Agree

[unsubscribe](#)



RESOLUTION

#2

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. ___ of 2025, a resolution authorizing the Assessor to re-levy delinquent sewer charges on the 2026 property tax bills.

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

WHEREAS, the Saratoga County Sewer District No. 1 has reported unpaid sewer bills, per the attached schedule, for the Saratoga County Sewer District No. 1; and

WHEREAS, the Sewer District requests that the Assessor re-levy the unpaid Saratoga County Sewer District No. 1 charges to ensure payment of the same; now, therefore, be it

RESOLVED, that the Town Board accepts the reported delinquent sewer charges for the Saratoga County Sewer District No. 1, per the attached schedule, and authorizes the Assessor to re-levy that amount on the property owners' 2026 Town and County Tax bills; and be it further

RESOLVED, that all proceeds be returned in February 2026, to the Saratoga County Sewer District No. 1.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, October 10, 2025 1:32 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 #2333

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

Department: Assessor's Office

Your Name: Kelly Miller

Your Email: kmiller@cliftonpark.org

Sponsor: Assessor

Agenda Session Date: 10/20/2025 ✓

Board Meeting Date: 11/03/2025 ✓

Alternate Date: 11/10/2025

Budget Number: 0

Budget Description: 0

Amount: 0

Brief Description: The Assessor of the Town of Clifton Park has received a request from the Saratoga County Sewer District 1 requesting that the Assessor of the Town of Clifton Park be authorized to re-levy Saratoga County Sewer District 1 user charges of the Town of Clifton Park users unto the ~~2025~~ ²⁰²⁶ Town and County Tax bill and return the proceeds to Saratoga County Sewer District 1.

Add Supporting Docs:

[e21e67d6f20d2d73_Saratoga_County_Sewer_District_1_Relevy10_6_2025.pdf](#)

Additional Comments/Details: Resolution Heading: (See Below)

Authorize Assessor to re-levy the Saratoga County Sewer District 1 unpaid sewer bills.

Agree to Terms: Agree

[unsubscribe](#)



RESOLUTION

#3

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. ___ of 2025, a resolution authorizing the Assessor to re-levy delinquent water charges on the 2026 property tax bills.

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

WHEREAS, the Town of Ballston Water Department has reported unpaid Town of Ballston water bills for Town of Clifton Park users, per the attached; and

WHEREAS, the Town of Ballston Water Department asks that the Assessor re-levy the unpaid Town of Ballston water bills to ensure payment of the same; now, therefore, be it

RESOLVED, that the Town Board accepts the reported delinquent water charges for the Town of Ballston. Water Department, per the attached, and authorizes the Assessor to re-levy that amount on the property owners' 2026 Town and County Tax bills; and be it further

RESOLVED, that all proceeds be returned in February 2026, to the Town of Ballston.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, October 10, 2025 1:57 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 #2334

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

Department: Assessor's Office

Your Name: Kelly Miller

Your Email: kmiller@cliftonpark.org

Sponsor: Assessor

Agenda Session Date: 10/20/2025 ✓

Board Meeting Date: 11/03/2025 ✓

Alternate Date: 11/10/2025

Budget Number: 0

Budget Description: 0

Amount: 0

Brief Description: The Assessor of the Town of Clifton Park has received a request from the Town of Ballston Water Department requesting that the Assessor of the Town of Clifton Park be authorized to re-levy unpaid Town of Ballston water bills to the Town of Clifton Park users unto the 2026 Town and County tax bills and return all proceeds to the Town of Ballston Water Department.

Add Supporting Docs:

[2c106e892db5d694_Ballston_Relevy_Water_Bills_10_6_2025.pdf](#)

Additional Comments/Details: Resolution Heading: (See Below)

Authorize Assessor to re-levy the Town of Ballston Water Department water bills.

Agree to Terms: Agree

[unsubscribe](#)



TOWN OF BALLSTON

Water Department

323 Charlton Road, Ballston Spa, NY 12020
518-490-2724

Joseph M. Whalen, Jr.
Highway and Water Superintendent

(518)490-2800 ext. 2725
jwhalen@townofballstonny.org

September 22, 2025

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

OCT 03 2025
TOWN OF BALLSTON
NEW YORK

Dear Mr. Smead:

The following Town of Ballston water customers located within the Town of Clifton Park have past due balances. Please levy each of the amounts below on to their upcoming property tax bills and remit payment to the Town of Ballston. Please do not hesitate to contact me with any questions.

<u>Service Address</u>	<u>SBL#</u>	<u>Name</u>	<u>Re-Levy Amount</u>
156 Blue Barns RD	263.-2-70	James Stalker	\$ 582.04
168 Blue Barns RD	263.-2-72	Robert Newton	\$ 846.82
176 Blue Barns RD	263.-2-74	William DeCerco	\$ 367.89
178 Blue Barns RD	263.-2-76	Wesley A. Bartlett	\$ 126.59

Sincerely,

Joseph M. Whalen, Jr.
Highway/Water Superintendent



RESOLUTION

#4

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. of 2025, a resolution authorizing the Assessor to re-levy delinquent sewer charges on the 2026 property tax bills.

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

WHEREAS, Michael O'Brien, Collection System Manager, has reported unpaid sewer bills, per the attached schedule, for users of the Rivercrest Sewer District Extension No. 1, and

WHEREAS, the Sewer District requests that the Assessor re-levy the unpaid 2024 Rivercrest Sewer District Extension No. 1 user charges to ensure payment of the same; now, therefore, be it

RESOLVED, that the Town Board accepts the reported delinquent sewer charges for the Rivercrest Sewer District Extension No. 1, per the attached schedule, and authorizes the Assessor to re-levy that amount on the property owners' 2026 Town and County Tax bills; and be it further

RESOLVED, that all proceeds be returned in February 2026, to the Rivercrest Sewer District Extension No. 1.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, October 10, 2025 2:22 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 #2335

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

Department: Assessor's Office

Your Name: Kelly Miller

Your Email: kmiller@cliftonpark.org

Sponsor: Assessor

Agenda Session Date: 10/20/2025 ✓

Board Meeting Date: 11/03/2025 ✓

Alternate Date: 11/10/2025

Budget Number: 0

Budget Description: 0

Amount: 0

Brief Description: The Assessor of the Town of Clifton Park has received from Mike O'Brien, Collection System Manager for Rivercrest Sewer District Ext #1, requesting that the Assessor of the Town of Clifton Park be authorized to re-levy 2024 unpaid Rivercrest Sewer user charges of the Town of Clifton Park users onto the 2026 Town and County tax bill and return the proceeds to the Rivercrest Sewer District Ext #1.

Add Supporting Docs:

[4d1e42f9a70fb8b8_Rivercrest_Sewer_District_Ext_1_10_6_2025.pdf](#)

Additional Comments/Details: Resolution Heading: (See Below)

Authorize Assessor to re-levy 2024 unpaid Rivercrest Sewer District Ext #1 sewer bills.

Agree to Terms: Agree

[unsubscribe](#)

Rivercrest Sewer District 1 2025 Re-Levies

SBL	Property Owner(s)	Mailing Address	Parcel Location	Balance Owed	Total Owed	Re-Levy Total Balance
269.18-1-16	Jan B Waters	6 Meadow Road, Rexford, NY 12148	6 Meadow Road, Rexford, NY 12148	\$225.73	\$225.73	\$225.73
269.18-1-21	John & Beverly Fox	953 Riverview Road, Rexford, NY 12148	953 Riverview Road, Rexford, NY 12148	\$677.43	\$677.43	\$677.43
269.18-1-34	Sean Young	949 Riverview Road, Rexford, NY 12148	949 Riverview Road, Rexford, NY 12148	\$169.30	\$169.30	\$169.30
269.18-1-59	Jeffrey M Della Rocco	958 Riverview Road, Rexford, NY 12148	958 Riverview Road, Rexford, NY 12148	\$883.46	\$883.46	\$883.46
269.18-1-56	Dana A Yerdon	948 Riverview, Rexford, NY 12148	948 Riverview, Rexford, NY 12148	\$765.19	\$765.19	\$765.19
269.18-1-60	Kevin M Crenshaw	962 Riverview Road, Rexford, NY 12148	962 Riverview Road, Rexford, NY 12148	\$722.89	\$722.89	\$722.89
269.18-1-70	Grant D & Veronica A Quesnell	11 Meadow Road, Rexford, NY 12148	11 Meadow Road, Rexford, NY 12148	\$825.07	\$825.07	\$825.07
269.19-1-35	Elizabeth Doran	934 Riverview Road, Rexford, NY 12148	934 Riverview Road, Rexford, NY 12148	\$56.43	\$56.43	\$56.43
269.19-1-11	George E Ward III & Vaughn Ward	PO Box 201, Rexford, NY 12148	929 Riverview Road, Rexford NY 12148	\$702.87	\$702.87	\$702.87
269.19-1-9	Marshall Grignon	933 Riverview Road, Rexford, NY 12148	933 Riverview Road, Rexford, NY 12148	\$51.24	\$51.24	\$51.24
Grand Total						\$5,079.61



RESOLUTION

#5

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No of 2025, a resolution authorizing the Assessor to re-levy delinquent sewer charges on the 2026 property tax bills.

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

WHEREAS, Michael O'Brien, Collection System Manager, has reported unpaid sewer bills, per the attached schedule, for users of the Olde Nott Farm Sewer District, and

WHEREAS, the Sewer District requests that the Assessor re-levy the 2024 unpaid Olde Nott Farm Sewer user charges to ensure payment of the same; now, therefore, be it

RESOLVED, that the Town Board accepts the reported delinquent sewer charges for the Olde Nott Farm Sewer District, per the attached schedule, and authorizes the Assessor to re-levy that amount on the property owners' 2026 Town and County Tax: bills; and be it further

RESOLVED, that all proceeds be returned in February 2026, to the Olde Nott Farm Sewer District.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, October 10, 2025 2:27 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 #2336

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

Department: Assessor's Office

Your Name: Kelly Miller

Your Email: kmiller@cliftonpark.org

Sponsor: Assessor

Agenda Session Date: 10/20/2025 ✓

Board Meeting Date: 11/03/2025 ✓

Alternate Date: 11/10/2025

Budget Number: 0

Budget Description: 0

Amount: 0

Brief Description: The Assessor of the Town of Clifton Park has received a request from Mike O'Brien, Collection System Manager for Olde Nott Farm Sewer District, requesting the Assessor of the Town of Clifton Park be authorized to re-levy 2024 unpaid Olde Nott Farm Sewer user charges of the Town of Clifton Park users unto the 2026 Town and County tax bills and return all proceeds to the Olde Nott Farm Sewer District.

Add Supporting Docs:

[8b7df95e431ef793_Olde_Nott_Farm_Sewer_District_10_6_2025.pdf](#)

Additional Comments/Details: Resolution Heading: (See Below)

Authorize Assessor to re-levy 2024 unpaid Olde Nott Farm Sewer District sewer bills.

Agree to Terms: Agree

[unsubscribe](#)



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 supporting the abandonment and discontinuance of a portion of Sunset Street, Town of Clifton Park, County of Saratoga, New York.

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

WHEREAS, Dahn Bull, Superintendent of Highways for the Town of Clifton Park has recommended that a portion of Sunset Street in the Town of Clifton Park be abandoned and eliminated as a public thoroughfare as it is no longer necessary or useful for public purposes, and

WHEREAS, the owners of all of the abutting land thereto have consented to an abandonment thereof, and

WHEREAS, an abandonment is proper and will not cause injustice or hardship to the owners or occupants of any lands adjoining said roadway or the public or residents of the Town of Clifton Park; now, therefore, be it

RESOLVED, that a portion of Sunset Street described in the annexed Schedule A which is adjacent to lands of Brendan and Annie Nally, and the same is hereby abandoned at the request of Brendan and Annie Nally, as consented and certified to by Dahn Bull, Superintendent of Highways, Town of Clifton Park, County of Saratoga, and Dahn Bull is to proceed in accordance with and to make on the official highway map of the Town of Clifton Park the abandonment of said roadway which is hereby consented to; and be it further

RESOLVED, that the property abutting said roadway be conveyed to the abutting owners, Brendan and Annie Nally, of the aforesaid property by quit claim deed, and have it be annexed to their parcels that lie adjacent to the existing portion of the roadway known as Sunset Street; and be it further

RESOLVED, that the Town Supervisor, Phil Barrett, be authorized to execute a quit claim deed of all of the Town's right, title and interest to the property abandoned to the contiguous owners; and be it further

RESOLVED, a copy of this resolution be sent to the Saratoga County Commissioner of Public Works for his approval and consent; and be it further

RESOLVED, that delivery of the appropriate quit claim deed shall be subject to obtaining a release from the property owners of any claim for damages by reason of the abandonment of the roadway.

SCHEDULE "A"

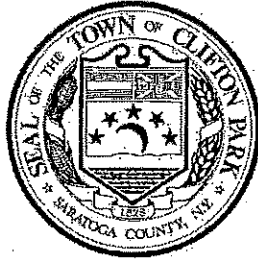
SUGGESTED DESCRIPTION

**PROPOSED ABANDONMENT OF A PORTION OF SUNSET STREET
TOWN OF CLIFTON PARK, SARATOGA COUNTY, N.Y.**

All that parcel of land situate along the westerly road boundary of Riverview Road in the Town of Clifton Park, County of Saratoga, State of New York, and being more particularly bounded and described as follows:

BEGINNING at a point located along the westerly road boundary of Riverview Road at its intersection with the northerly road boundary of Sunset Street (un-developed); thence along said westerly road boundary of Riverview Road South 05°51'50" East, 41.78 feet to a point at its intersection with the southerly road boundary of the aforementioned Sunset Street (un-developed); thence along said southerly road boundary South 67°21'30" West, 601.74 feet to a point; thence along the westerly terminus of the aforementioned Sunset Street (un-developed) North 04°49'50" West, 42.01 feet to a point in the northerly road boundary of the aforementioned Sunset Street (un-developed); thence along said northerly road boundary North 67°21'30" East, 600.95 feet to the **POINT OF BEGINNING** and containing 24,052 square feet of land more or less.

Subject to any easements, restrictions and/or covenants of record, if any.



RESOLUTION

#7

PHILIP C. BARRETT
Supervisor

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LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELI
Councilman

Resolution No. ____ of 2025, a resolution adopting a local law to amend Town Code Chapters 73 and 208 regarding short-term rentals.

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

WHEREAS, the Town Board is aware that short-term rentals have become prevalent in Clifton Park and other communities, and

WHEREAS, short-term rentals are not currently regulated by the Town of Clifton Park, and

WHEREAS, on October 06, 2025, the Town Board conducted a public hearing on the proposed regulation of short-term rentals, 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 to amend Town Code Chapters 73 and 208; and be it further

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

§208-7 Definitions and word usage

SHORT-TERM RENTAL

A short-term rental unit means an entire dwelling unit, or a room, group of rooms, other living or sleeping space, or any other space within a dwelling, made available for rent by guests for less than thirty (30) consecutive days, where the unit is offered for tourist or transient use by the short-term rental host of the residential unit, and where such unit is located.

§73-1 Definitions.

SHORT-TERM RENTAL

A short-term rental unit means an entire dwelling unit, or a room, group of rooms, other living or sleeping space, or any other space within a dwelling, made available for rent by guests for less than thirty (30) consecutive days, where the unit is offered for tourist or transient use by the short-term rental host of the residential unit, and where such unit is located.

§73-3.1 **SHORT-TERM RENTALS**

Short-term rentals shall be subject to the following requirements:

- A. short-term rental property or parcel must be the owner's primary residence.
- B. A short-term rental may only be operated pursuant to a permit issued by the Town of Clifton Park Department of Building and Development.
- C. Any permit issued for a short-term rental shall only be valid for one (1) year from the date of issuance of the permit and may be renewable on an annual basis.
- D. Permits shall be limited to one (1) per owner per parcel.
- E. Any property or parcel for which an owner seeks a permit shall be subject to an inspection by the Town of Clifton Park Department of Building and Development. Inspections shall be required on an annual basis. Such inspections shall include, but not be limited to, a fire inspection, an electrical inspection, and a septic system inspection if the property is served by private septic system. A certificate of inspection from a licensed engineer will be accepted in lieu of an inspection.
- F. Property owners may not advertise a short-term rental by placing a sign or other posting on the premises subject to the permit.
- G. The definition of Family as set forth in §208-7 of the Clifton Park Town Code shall apply to limit the occupancy of short-term rentals.
- H. Fees for permits shall be \$200 annually.
- I. Penalties: Any person convicted of the offense of a failure to comply with a notice of violation of the provisions of this chapter shall be subject to a fine of not less than \$1,000, nor more than \$2,000, or imprisonment for a period not to exceed 15 days, or both, for conviction of a first offense; for conviction of a second offense, both of which were committed within a period of five years, subject to a fine of not less than \$1,500 nor more than \$4,500, or imprisonment for a period not to exceed 30 days, or both; and, upon conviction for a third or subsequent offense, all of which were committed within a period of five years, subject to a fine of not less than \$5,000, nor more than \$15,000, or

imprisonment for a period not to exceed 90 days, or both. Each week or part thereof that a violation continues shall be deemed a separate offense, and the violation shall be deemed to have commenced on the earlier of the date of, or the date contained in, the notice of violation.



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 approving an agreement for payment in lieu of taxes with DG Cooley, LLC.

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

WHEREAS, § 487(9) of the New York State Real Property Tax Law (RPTL) authorizes municipalities to enter into Payment in Lieu of Tax Agreements (PILOTS) with solar energy developers within each taxing jurisdiction, under certain circumstances, and

WHEREAS, on April 30, 2025, DG Cooley, LLC applied for Site Plan and Special Use approval for construction of a solar energy project at MacElroy Road, totaling 5.0 MW capacity (AC), and

WHEREAS, the Planning Board is considering the Site Plan and Special Use Permit application for the project, and

WHEREAS, the Town Board wishes to enter into a PILOT Agreement with DG Cooley, LLC pursuant to RPTL § 487(9) for the lease area designated for the project, as described in Exhibit A of the agreement; now therefore be it

RESOLVED, that the Supervisor is authorized to execute the attached PILOT Agreement with DG Cooley, LLC, in the amount of \$2,500 per megawatt AC of capacity, annually, with 2% annual increases, for a 15-year term conditioned on DG Cooley, LLC receiving Site Plan approval and obtaining a Special Use Permit.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS

between

The Town of Clifton Park

and

Shenendehowa Central School District

And

DG Cooley, LLC.

Dated as of October 7, 2025

RELATING TO THE PREMISES LOCATED AT MACELROY
ROAD, PARCEL # 264.-3-5.1, IN THE TOWN OF CLIFTON PARK,
SARATOGA, COUNTY, NEW YORK.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL
PROPERTY, effective as of the date on the cover page, above, by and between

DG Cooley, LLC., (the "Owner"), with a principal place of business located at 700 Universe Boulevard, Juno Beach, Florida 33408; the Shenendehowa Central School District, (the "School District"), a school district duly established with a principal place of business located at 5 Chelsea Place, Clifton Park, New York, the Town of Clifton Park, New York, (the "Town"), a municipal corporation duly established with a principal place of business at 1 Town Hall Plaza, Clifton Park, New York.

The School District and Town are herein collectively referred to as the "Taxing Jurisdictions." Owner and the Taxing Jurisdictions are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party."

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to each of the Taxing Jurisdictions that it plans to build and operate a "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") Section 487 (1)(b) (herein the "Project") with an expected nameplate capacity ("Capacity") of approximately 5 Megawatts AC on a parcel of land located within the Town of Clifton Park at MacElroy Road, and identified as SBL # 264.-3-5.1, as described in Exhibit A (herein the "Property"); and;

WHEREAS, none of the Taxing Jurisdictions have opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487 (9)(a), the Taxing Jurisdictions have indicated their intent to require a Payment in Lieu of Taxes ("PILOT") Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to each of the Taxing Jurisdictions for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the assessor of the (Town) a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

WHEREAS, the Parties intend that, during the term of this Agreement, the Project will be placed on exempt portion of the assessment roll and the Owner will not be assessed for any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Representations of the Parties.

(a) The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Owner is duly organized, and a validly existing limited liability company duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.
2. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.
3. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Articles of Organization or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdictions or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

(b) The Taxing Jurisdictions hereby represent, warrant, and covenant that, as of the date of this Agreement:

1. The Taxing Jurisdictions are each duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.
2. All necessary action has been taken to authorize each of the Taxing Jurisdiction's execution, delivery, and performance of this Agreement, and this Agreement constitutes each of the Taxing Jurisdiction's legal, valid, and binding obligation enforceable against it in accordance

with its terms.

3. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by the Taxing Jurisdictions except such as have been duly or will be obtained or made.

4. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Taxing Jurisdictions, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Taxing Jurisdictions' ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

2. Tax Exemption: Payment in Lieu of Real Property Taxes.

(a) Tax-Exempt Status of the Project Facility. Pursuant to RPTL 487 the Parties hereto agree that the Project shall be placed by the Taxing Jurisdictions as exempt upon the assessment rolls of the Taxing Jurisdictions. A Real Property Tax Exemption Form (RP 487) has or will be filed with the Taxing Jurisdictions and the Project is eligible for exemption pursuant to RPTL 487 (4).

(b) Owner agrees to make annual payments to the Taxing Jurisdictions in lieu of real property taxes for the Project for a period of fifteen (15) consecutive fiscal tax years; annual payments may not exceed the amounts that would otherwise be payable but for the RPTL 487 exemption. Such 15-year term shall commence on March 1st taxable status date on which a Real Property Tax Exemption Form (RP-487) was filed with the Town of Clifton Park Assessor Office (the "Commencement Date"). Owner shall file Form RP-487 on or before the first taxable status date immediately following receipt of a Certificate of Compliance or similar certification from the Town Department of Building and Development and shall end the fifteenth fiscal year following the Commencement Date. The first annual payment shall be in the amount of \$5,000 per Megawatt AC of Capacity (the "Annual Payment"), and shall be made on September 15 of each year following the Commencement Date. The first annual payment shall be paid with \$2,500 per Megawatt AC of capacity paid to the Shenendehowa Central School District and \$2,500 per Megawatt AC of capacity paid to the Town of Clifton Park. Thereafter Annual Payments will escalate by two percent (2%) per year. Based on the Capacity of 5 Megawatts AC, Annual Payments to be made by Owner during the term of this Agreement shall be as listed in Exhibit B. Each Annual Payment will be paid to the Taxing Jurisdictions in accordance with Section 5 of this Agreement; and the annual payment amount and payment date will be noted on an annual bill issued by the Taxing Jurisdictions to the Owner, provided that any failure of the Taxing Jurisdictions to issue such a bill shall not relieve Owner of its obligation to make timely payments under this section.

(c) Owner agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdictions' tax rate, and the Taxing Jurisdictions agree that the payments in lieu of taxes will not be increased on account of an inflation factor or increase in the Taxing Jurisdictions' tax rate, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.

3. Change in Capacity at Mechanical Completion: Adjustments to Payments. To the extent that the Capacity of the Project is more or less than the 5 Megawatts AC on the date when the Project is mechanically complete and Owner has commenced production of electricity (the "Completion Date"), the payments set forth in Exhibit B will be increased or decreased on a pro rata basis.

4. Change in Capacity After Mechanical Completion: Adjustments to Payments. If after the Completion Date the Capacity is increased or decreased as a result of the replacement or upgrade or partial removal or retirement of existing Project equipment or property or the addition of new Project equipment or property, the Annual Payments set forth in Exhibit B shall be increased or decreased on a pro rata basis for the remaining years of the Agreement.

5. Payment Collection.

Payments for the School District shall be made payable to the Shenendehowa Central School District and mailed to the School District, c/o the Superintendent's Office, located at 5 Chelsea Place, Clifton Park, New York and are due no later than September 15th of each year.

Payments for the Town shall be made payable to the Town of Clifton Park and mailed to the Town of Clifton Park, c/o the Town of Clifton Park Supervisor's Office, located at [1 Town Hall Plaza, Clifton Park, New York and are due no later than September 15th of each year.

All late payments shall accrue interest at the statutory rate for late tax payments under New York Law. Owner shall pay the reasonable attorney fees, court and other costs incurred by any of the Taxing Jurisdictions in the collection of the unpaid amounts. All payments by the Owner hereunder shall be paid in lawful money of the United States of America.

6. Tax Status. Separate Tax Lot. The Taxing Jurisdictions agree that during the term of this Agreement, the Taxing Jurisdictions will not assess Owner for any real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Taxing Jurisdictions agree that this Agreement will exclusively govern the payments of all such taxes, provided, however, that this Agreement is not intended to affect, and will not preclude the Taxing Jurisdictions from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdictions to the Project. Nothing in this Agreement shall limit the right of the Owner to challenge the assessment of the Project pursuant to the RPTL.

7. No Assignments Without Prior Notice; Binding Effect.

(a) This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdictions; such consent may not be unreasonably withheld if the Assignee has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdictions, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the reasonable

satisfaction of the Taxing Jurisdictions, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A Notice of this Agreement may be recorded by Owner and the Taxing Jurisdictions shall cooperate in the execution of required Assignments with the Owner and its successors. Owner may, with advance written notice to the Taxing Jurisdictions and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

(b) Binding Effect. This PILOT Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdictions, the Owner and their respective successors and assigns.

8. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

9. Additional Documentation and Actions. Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdictions to review and negotiate any such instruments or documents.

10. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

Attn: DG Cooley, LLC
Distributed Generation Property Tax.
700 Universe Boulevard
Juno Beach, Florida 33408

If to Taxing Jurisdictions:

Attn: Walter Smead, Town Assessor and Rose Savallo, Receiver of Taxes, 1 Town Hall Plaza, Clifton Park, New York 12065

With a copy to: Paul Pelagalli, Esq., Town Attorney, 1 Town Hall Plaza, Clifton Park, New York, 12065.

If to School District:

Attn. Kathleen Wetmore-Chase, Assistant Superintendent, 5 Chelsea Place, Clifton Park,
New York 12065

With a copy to: David Rowley, Esq., Cooper Erving & Savage, LLP, 20 Corporate
Woods Blvd., Suite 501, Albany, New York 12211

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdictions each consent to the jurisdiction of the New York courts in and for the County in which the Project is located regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

12. Termination Rights of the Owner. Owner may terminate this Agreement at any time by Notice to the Taxing Jurisdictions and Town Assessor. Upon receipt of the Notice of Termination, the Project shall be placed on the taxable portion of the tax roll effective on the next taxable status date of the Taxing Jurisdictions. Owner shall be liable for all PILOT payments due in the year of termination, except that if Owner is required to pay any part-year real property taxes, the PILOT payment for that year shall be reduced pro rata so that the Owner is not required to pay both PILOT payments and real property taxes for any period of time.

13. Termination Rights of Taxing Jurisdictions. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdictions may terminate this Agreement on thirty (30) days written notice to Owner and Town Assessor if:

- a. Owner fails to make timely payments required under this Agreement, unless such payment is received by the Taxing Jurisdictions within the 30-day notice period with interest as stated in this Agreement
- b. Owner has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent;

14. Remedies; Waiver And Notice. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any breach of an obligation hereunder shall impair any such right or power or shall

be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) **No Waiver.** In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

15. **Entire Agreement.** The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

16. **Amendments.** This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

17. **No Third Party Beneficiaries.** The Parties state that there are no third party beneficiaries to this Agreement.

18. **Severability.** If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

19. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

DG Cooley, LLC

By: _____

Name

Title

Date

TAXING JURISDICTION OF

Shenendehawa C.S.D.
[ENTER SCHOOL DISTRICT NAME]

C. P. M. Turner
Superintendent

10.14.25

Date

TAXING JURISDICTION OF

[ENTER TOWN NAME]

Supervisor / Mayor

Date

TAXING JURISDICTION OF

[ENTER COUNTY NAME]

County Executive / Manager

EXHIBIT A - Legal Description of Owner's Property

That certain tract, piece or parcel of land situate in the Town of Clifton Park, Saratoga County, New York, lying Southeasterly of MacElroy Road, Northerly of N.Y.S. Route 146A and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the Northwesterly line of lands now or formerly of John J. and Florence Zeloznicki as described in Book 625 of Deeds at Page 526 with the common division line between lands now or formerly of Neil and Susan Shapiro as described in Book 992 of Deeds at Page 157 on the Southwest and the lands now or formerly of Walter S. Gifford as described in Book 751 of Deeds at Page 254 on the Northeast, said point of beginning being situate North 28 deg. East, 870.02 ± feet along the common division line between lands now or formally of said Zeloznicki on the Southeast and lands now or formerly of said Shapiro in part, and lands now or formerly of Herbert G. Stauning as described in Book 765 of Deeds at Page 272 in part on the Northwest from the point of intersection of the Northeasterly margin of New York State Route 146A; thence from said point of beginning along the common division line of lands now or formerly of said Zeloznicki on the Southeast and lands now or formerly of said Gifford on the northwest, North 28 deg. East, 970 ± feet to a point; then continuing along said division line with lands now or formerly of said Gifford on the Southwest and lands now or formerly of said Zeloznicki on the Northeast, North 61 deg. 15 min. West, 889.68 ± feet to a point; thence continuing along said common division line with lands now or formally of said Zeloznicki on the Southeast and lands now or formerly of said Gifford on the Northwest, North 27 deg. 30 min. East, 521.40 ± feet to a point; thence continuing along set division line with lands now or formerly of said Gifford on the West and lands now or formerly of said landlord on the East, North 6 deg. 30 min. West, 155.1 ± feet to a point; thence continuing along said division line of lands now or formerly of said Zeloznicki on the Southeast and lands now or formerly of said Gifford on the Northwest, North 28 deg. 30 min. East, 401.28 ± feet to the Southerly corner of lands now or formerly of William and Anna Owen as described in Book 606 of Deeds at Page 3; thence along the division line of lands now or formerly of said Gifford on the Southwest and lands now or formerly of said Owen on the Northeast, North 50 deg. 30 min. west, 877.8 ± feet to the Southerly corner of lands now or formerly of Clifford J. Belott as described in Book 998 of Deeds at Page 681; thence along the common division line with the lands now or formerly of said Gifford on the Southwest and lands now or formerly of said Belott on the Northeast, Northwesterly 537.68 ± feet to the Southeasterly margin of MacElroy Road; thence continuing along the Northwesterly extension of said common division line about 25 feet to the centerline of said MacElroy Road; thence along said centerline the following three (3) courses; 1.) South 49 deg. 15 min. West, 16.26 ± feet to a point; thence 2.) South 41 deg. West, 630.30 ± feet to a point; thence 3.) South 47 deg. 30 min. West, 1075.32 ± feet to its point of intersection with the Northwesterly extension of the common division line between lands now or formerly of said Gifford on the Northeast and lands now or formerly of C. Goodyear as described in Book 440 of Deeds at Page 505 on the Southwest; thence Southeasterly along said extension and along said common division line Southeasterly 461 ± feet to the Easterly corner of

lands now or formerly of said Goodyear; thence continuing along said division line with lands now or formerly of said Goodyear on the Northwest and lands now or formerly of said Gifford on the Southeast, Southeasterly 200 ± feet to its point of intersection with the Northeasterly line of lands now or formerly of John E. Stryker as described in Book 924 of Deeds at Page 211; thence along the common division line with lands now or formerly of said Stryker on the Southwest and lands now or formerly of said Gifford on the Northeast, South 56 deg. East 584 ± feet to Stryker's Easterly corner; thence along said common division line of lands now or formerly of said Stryker on the Northwest and lands now or formerly of said Gifford on the Southeast, South 30 deg. 30 min. West 612 ± feet to its point of intersection with the common division line between lands now or formerly of said Shapiro on the Southwest and lands now or formerly of said Gifford on the Northeast; thence along said common division line, Southeasterly 1956.36 feet to the point or place of beginning and containing about 104.3 acres of land. Said description having been prepared by C.T. Male Associates, P.C. at the request of the Grantees herein.

Approximately 104 acres

Said parcel made subject to any and all enforceable covenants, conditions, easements and restrictions of record as they may appear.

EXHIBIT B

Year	PILOT Payment to Town of Clifton Park	PILOT Payment to Shenendehowa Central School District
1	\$12,500.00	\$12,500.00
2	\$12,750.00	\$12,750.00
3	\$13,005.00	\$13,005.00
4	\$13,265.10	\$13,265.10
5	\$13,530.40	\$13,530.40
6	\$13,801.01	\$13,801.01
7	\$14,077.03	\$14,077.03
8	\$14,358.57	\$14,358.57
9	\$14,645.74	\$14,645.74
10	\$14,938.66	\$14,938.66
11	\$15,237.43	\$15,237.43
12	\$15,542.18	\$15,542.18
13	\$15,853.02	\$15,853.02
14	\$16,170.08	\$16,170.08
15	\$16,493.48	\$16,493.48

Based on 5 MW of Capacity, \$2,500/MW initial payment per Taxing Jurisdiction, and a 2% annual increase



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 sale of equipment declared surplus by the Town Board and authorizing the Buildings and Grounds Department to sell the surplus equipment at public auction.

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

WHEREAS, Director of Buildings, Parks, and Recreation, Daniel Clemens, has identified items within the Department, noted on the attached Schedule A, as surplus property, and

WHEREAS, based upon the recommendation of Mr. Clemens, the Town Board declares the items on Schedule A as surplus; now, therefore, be it

RESOLVED, that the Town Board authorizes the Buildings and Grounds Department to sell the surplus equipment noted on the attached Schedule A, as is, through an upcoming online public auction.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, October 15, 2025 2:30 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 #2343

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: 10/20/2025 ✓

Board Meeting Date: 11/03/2025 ✓

Alternate Date: 11/17/2025

Budget Number: N/A

Budget Description: N/A

Amount: N/A

Brief Description: Declare (3) Buildings & Grounds trucks surplus for sale in online auction

Add Supporting Docs:

[674343e3d451d35a_Buildings_and_Grounds_surplus_10.25.docx](#)

Additional Comments/Details: we will be using Collar City Auctions

Agree to Terms: Agree

[unsubscribe](#)

SCHEDULE A

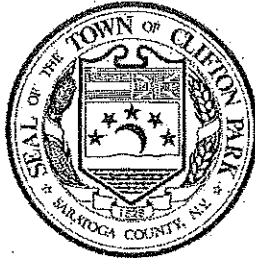
SURPLUS ITEMS OCTOBER 2025

BUILDINGS & GROUNDS

2008 Chevrolet 2500HD Utility VIN: 1GBHK24K08E216101

2008 Chevrolet 2500HD VIN: 1GCHK24K28E217956

2014 Chevrolet 2500HD VIN: 1GC0KVCGXEF106301



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 purchase of seven (7) 2026 NYS Building Code books for use by the Building & Development Department staff.

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

WHEREAS, New York State will be updating its building codes effective January 1, 2026, and

WHEREAS, the Director of Building & Development, Wade Schoenborn, wishes to purchase the updated code books to ensure that the department is adhering to the new regulations and remaining code compliant, and

WHEREAS, Mr. Schoenborn recommends purchasing the seven (7) 2026 NYS Building Code books from the International Code Council (ICC), in an amount not to exceed \$6,447; now, therefore, be it

RESOLVED, that the Buildings & Development department is authorized to purchase seven (7) 2026 NYS Building Code books, in an amount not to exceed \$6,447, per the attached invoice, to be paid from A-3620-200 (General Fund – Building & Development – Building Equipment).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, October 21, 2025 10:53 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 #2347

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

Department: Building & Development

Your Name: Dolores Mabb

Your Email: dmabb@cliftonpark.org

Sponsor: Wade Schoenborn

Agenda Session Date: 11/03/2025 ✓

Board Meeting Date: 11/03/2025 ✓

Alternate Date: 11/11/2025

Budget Number: A-3620-200

Budget Description: Building Equipment

Amount: \$6,447.11

Brief Description: In anticipation of upcoming NYS code changes in 2026, the Town of Clifton Park Building Department is required to obtain new code books in order to adhere to new regulations and remain code compliant; code books were last updated in 2020.

Add Supporting Docs:

[119f4fb03c59e390_Supporting_Documents_-_2025_Code_Books.pdf](#)

Additional Comments/Details: N/A

Agree to Terms: Agree

[unsubscribe](#)



Price	Qty	Item	Subtotal	Actions
2025 New York State full Collection				
Item #: 300BNS25NY				
\$873.00	7		\$6,111.00	

[CONTINUE SHOPPING](#)

[UPDATE SHOPPING CART](#)

[Tax Exemption Form >](#)

SUMMARY

ESTIMATE SHIPPING AND TAX

DISCOUNT CODES

Subtotal \$6,111.00

Shipping (ICC Shipping - ICC Basic Shipping) \$336.11

Order Total **\$6,447.11**

PROCEED TO CHECKOUT

In anticipation of upcoming NYS code changes in 2026, the Town of Clifton Park Building Department is required to obtain new code books in order to adhere to new regulations and remain code compliant; code books were last updated in 2020.

International Code Council (ICC):

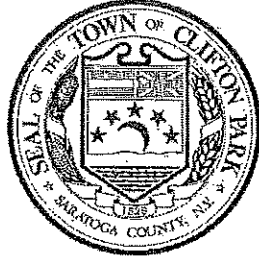
(7) 2025 New York State Full Collection – Code Books @ 873. per set = \$6,111.00

Shipping and Handling = \$336.11

\$6,447.11

Building & Development:

Account #A-3620-200 – Building Equipment



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 authorizing the Superintendent of Highways to hire Josiah Connolly and Lucas Weis as Motor Equipment Operators (MEO's) in the Highway Department.

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

WHEREAS, after the retirement of Marc Pelc and resignation of Joshua Agans, openings exist in the Highway Department for MEO's, and

WHEREAS, Superintendent of Highways, Dahn Bull, has recommended the hiring of the following individuals:

<u>Name</u>	<u>License Type</u>	<u>Address</u>
Josiah Connolly	Class A	Ballston Lake, NY
Lucas Weis	Class A	Albany, NY

and,

WHEREAS, Mr. Connolly has experience plowing, maintenance of Town properties and tree services, and has a Class A Driver's License, and

WHEREAS, Mr. Weis has over five years of experience in a Highway Department, has experience plowing, maintenance of Town properties, street sign placement and has a Class A Driver's License; now, therefore, be it

RESOLVED, that the Town Board authorizes the hiring of Josiah Connolly and Lucas Weis as Motor Equipment Operators at Grade 5, Step 1, at a yearly salary of \$58,318 at a rate of \$27.93/hr., and effective at a start date no earlier than Wednesday, November 5, 2025; and be it further

RESOLVED, that the Comptroller is authorized to transfer funds as detailed in the attached Schedule A.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, October 27, 2025 2:39 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; hd
Subject: New Employee Resolution Request #2359

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

Department: Highway Department

Your Name: Dahn Bull

Your Email: dbul@cliftonpark.org

Sponsor: D. Bull

Agenda Session Date: 11/03/2025 ✓

Board Meeting Date: 11/03/2025 ✓

Alternate Date: 11/03/2025

Budget Number: DA-5110-E1500, DA-5142-E1500

Budget Description: Item 1 - Motor Equipment Operator, Item 4 - Motor Equipment Operator

Amount: \$Grade 5, Step 1 (\$27.93/hr., Salary \$58,318.00)

Brief Description: Resolution No. of 2025, a resolution authorizing the Superintendent of Highways to hire Josiah Connolly and Lucas Weis as a Motor Equipment Operator in the Highway Department.

Introduced by Council, who moved its adoption, seconded by Council

WHEREAS, after the retire of Mark Pelc and Joshua Agans, vacancies exists in the Highway Department for Motor Equipment Operator, and

WHEREAS, Superintendent of Highways Dahn Bull, has recommended the hiring of the following individual:

Name License Type Address

Josiah Connolly Class A 84 Lancaster Court, Ballston Lake, NY 12019

Lucas Weis Class A 36 Wilshire Drive, Albany, NY 12205

and,

WHEREAS, Mr. Connolly has experience plowing, maintenance of Town properties and tree services, and has a Class A Driver's License; and,

WHEREAS, Mr. Weis brings over five year of experience in a Highway Department, has experience plowing, maintenance of Town properties, and street sign placement and has a Class A Driver's License; now, therefore be it,

RESOLVED, that the Town Board authorizes the hiring of Josiah Connolly and Lucas Weis as a Motor Equipment Operators, at Grade 5, Step 1, at a Salary of \$58,318, at a rate of \$27.93/hr., effective at a start date no earlier than

Wednesday, November 5, 2025, and be it further,

RESOLVED, that Mr. Connolly and Mr. Weis be paid at the above-mentioned rate from budget line DA-5110-E1500 (Highway General Repairs-MEO), and budget line DA-5142-E1500 (Highway-Snow Removal-MEO), for the remainder of the calendar year, and be it further,

RESOLVED, that the Comptroller is authorized to transfer funds from DA-05110-E00 (Highway General Repairs-Mark Pelc, Joshua Agans) of \$ to DA-5110-Exxxx (Highway General Repairs-Employee) and \$ to DA-05142-Exxxx (Highway-Snow Removal-Employee).

Add Supporting Docs:

[90efaa9b26d4ccfd_L_Weis_Application-1.pdf](#)

[96968a70aa0350d4_20251027141841225-1.pdf](#)

Additional Comments/Details: Due to the nature that Winter is approaching, it is vital that these hire's occur as soon as possible so we are able to train the new employee and have an additional trained employee on staff.

Agree to Terms: Agree

SCHEDULE A

Town of Clifton Park
Salary Allocation

		Grade	Step	Year	Hourly Rate	2025	Weeks to End of Year	Hours	Projected to End of Year
MEO									
Josiah	Connolly effective 11/5/2025	5	1	1	27.93		8.2	40	\$ 9,161.04
									<u>\$ 9,161.00</u>
									<u>\$ 9,161.00</u>
Lucas	Weis effective 11/5/2025	5	1	1	27.93		8.2	40	\$ 9,161.04
									<u>\$ 9,161.00</u>
									<u>\$ 9,161.00</u>
	Connolly	Transfer funds from:							
					Highway Fund - Snow Removal - M Winkler		DA-05142-E6239		
					Highway Fund - General Construction - M Winkler		DA-05110-E6239		<u>\$ 9,161.00</u>
		Transfer to:							
					Highway Fund - Snow Removal - Emp'ee		DA-05142-Exxxx		\$ 7,820.00
					Highway Fund - General Construction - Emp'ee		DA-05110-Exxxx		<u>\$ 1,341.00</u>
	Weis	Transfer funds from:							
					Highway Fund - Snow Removal - M Winkler		DA-05142-E6239		
					Highway Fund - General Construction - M Winkler		DA-05110-E6239		<u>\$ 9,161.00</u>
		Transfer to:							
					Highway Fund - Snow Removal - Emp'ee		DA-05142-Exxxx		\$ 7,820.00
					Highway Fund - General Construction - Emp'ee		DA-05110-Exxxx		<u>\$ 1,341.00</u>