




TOWN OF CLIFTON PARK TOWN BOARD MEETING

November 17, 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 17, 2025

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Planning	Authorize payments to Granicus for set-up, training and deployment of the Government Experience Engagement Cloud Essentials Platform	P. Barrett
2. Planning	Authorize the installation of “No Parking Anytime” signs on Boyack Road	P. Barrett
3. Planning	Authorize appointment of Toby Watkins as a member of the Town’s Historic Preservation Commission	A.Morelli & A.Reid
4. Planning	Authorize designation of a Deputy Historian for the Historic Preservation Commission and appoint current member Sue Thompson to this new position	A.Morelli & A.Reid
5. Planning	Authorize Addendum #1 to the agreement with Community Planning and Environmental Associates for the Clifton Park Agricultural and Farmland Protection Plan	A.Morelli & A. Reid
6. Parks & Recreation	Authorize issuance of an alcohol permit to the Skano Elementary Staff for an event at the Locust Lane Clubhouse on January 23, 2026, from 3:00pm-7:00pm	L. Walowit & A.Reid
7. Buildings & Grounds	Authorize the replacement of a 35-foot aluminum streetlight pole on Wall Street that was damaged from a resident’s car accident	P. Barrett
8. Buildings & Grounds	Authorize the emergency replacement and rerouting of the vent pipe and blower assembly of the unit heaters in Highway Mechanic Shop	P. Barrett
9. Buildings & Grounds	Authorize B.D.B. Paving to prep and pave an existing trail from Temple Hills to Twilight Drive along Kinns Road	P. Barrett

- | | | |
|-----------------|---|------------|
| 10. Town Board | Authorize the Supervisor to execute an agreement with FirstLight to increase the Town's dedicated internet access | P. Barrett |
| 11. Comptroller | Adopt the 2026 Budget | P. Barrett |



RESOLUTION

#1

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. ____ of 2025, a resolution authorizing Granicus to develop and deploy a Government Experience Engagement Cloud Essentials Platform for the Town.

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

WHEREAS, the Town Board of Clifton Park recognizes the importance of enhancing public engagement and improving government service delivery through modern digital platforms, and

WHEREAS, the Town Board acknowledges that the proposed platform will enable streamlined communication, improved citizen interaction, and greater operational efficiency for the Town of Clifton Park from the deployment of a professional services agreement with Granicus, and

WHEREAS, the costs includes \$4,095 for one-time setup, configuration, and training milestones 2 & 3, as specified in the proposal and invoice, and

WHEREAS, funds for Milestone 2 & 3 outlined in the invoice are available in the approved Town budget for the fiscal year 2025; now, therefore, be it

WHEREAS, Milestone 1, was approved by the Town Board by Resolution No. 6 of 2025; now, therefore, be it

RESOLVED, that the Town Supervisor is authorized to execute any necessary agreements or documents to facilitate this project, subject to the review and approval of the Town Attorney; and be it further

RESOLVED, that the Town Board of Clifton Park hereby authorizes the payment of \$4,095 to Granicus for the essential set-up, configuration and training milestones 2 & 3, as outlined in the invoice, to be paid from A-01620 – 00004 (General Fund – Town Hall Operations – Computer); and be it further

RESOLVED that the Town Staff are authorized to process these payments in accordance with Town financial payment procedures.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, October 20, 2025 1:58 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 #2346

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

Department: Planning Department

Your Name: John P. Scavo

Your Email: jscavo@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 11/03/2025 ✓

Board Meeting Date: 11/17/2025 ✓

Alternate Date: 12/01/2025

Budget Number: A-01620 - 00004

Budget Description: General Fund - Town Hall Operations - Computers

Amount: ~~\$29,945.00~~ \$4095

Brief Description: Authorize payments of Milestones 2 and 3 of Granicuss Engagement HQ (Clifton Park Connects) and GovDelivery Platforms which completes final onboarding of setup and training. This expense is included within the 2025FY Budget.

Authorize the 1-year agreement that includes service and support within the contract to continue use of both platforms from December 2025 through December of 2026.

Add Supporting Docs:

[ab2ecf52828fbcef_Town_Board_Resolution_Govt._Experience_Engagement_Cloud_Essentials_Platform-Granicus.pdf](#)
[bcdbb11945bd464d_Granicus_Back_resolution_up_information.pdf](#)

Additional Comments/Details: Both services are operational and feedback has been very positive from the community which includes the ability for stakeholders to provide input and engagement through each.

Agree to Terms: Agree

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Resolution No. 6 of 2025, a resolution authorizing Granicus to develop and deploy a Government Experience Engagement Cloud Essentials Platform for the Town.

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

WHEREAS, the Town Board of Clifton Park recognizes the importance of enhancing public engagement and improving government service delivery through modern digital platforms, and

WHEREAS, Granicus has presented a proposal to provide its Government Experience Engagement Cloud Essentials Platform, which includes a one-year subscription, platform setup, configuration, and training, as detailed in the attached invoice #195494 dated January 1, 2025, for the total amount of \$26,230, and

WHEREAS, the Town Board acknowledges that the proposed platform will enable streamlined communication, improved citizen interaction, and greater operational efficiency for the Town of Clifton Park from the deployment of a professional services agreement with Granicus, and

WHEREAS, the total cost includes \$19,500 for the one-year subscription, \$2,730 for setup, configuration, and training, and \$4,000 for Essential CX Services, as specified in the invoice, and

WHEREAS, funds for this expenditure are available in the approved Town budget for the fiscal year 2025; now, therefore, be it

RESOLVED, that the Town Supervisor is authorized to execute any necessary agreements or documents to facilitate this project, subject to the review and approval of the Town Attorney; and be it further

RESOLVED, that the Town Board of Clifton Park hereby authorizes the payment of \$26,230 to Granicus for the development and deployment of the Government Experience Engagement Cloud Essentials Platform, as outlined in the proposal, to be paid from A-01620 – 00004 (General Fund – Town Hall Operations – Computer).

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

January 6, 2025

Stephanie Ranze, Town Clerk



Invoice

Date 09/26/2025 **Invoice #** 214838
Terms Net 30 **Due Date** 10/26/2025
P.O. Number:

Payments via check can be directed to:
 Granicus LLC
 Dept #880806
 PO Box 29650
 Phoenix, AZ 85038-9650

Payments via ACH can be directed to:
 Bank Name: JPMorgan Chase Bank
 Account Name: Granicus, LLC
 Routing #: 102001017
 Account #: 678717375

Bill To

Clifton Park, NY
 1 Town Hall Plaza
 Clifton Park NY 12065
 United States

Sold To

Clifton Park, NY
 1 Town Hall Plaza
 Clifton Park NY 12065
 United States

Description	Term Start Date	Term End Date	Tax Rate	Tax Amount	Amount
Government Experience Engagement Cloud Essentials - Set-up, Config, and Training			0.00%	\$0.00	\$4,095.00
Milestone 2 and 3 - Go Live Complete					

Subtotal \$4,095.00
Tax Total \$0.00
Total \$4,095.00
Amount Paid \$0.00
Amount Due \$4,095.00 USD

For any questions about your invoice, please contact us at AR@granicus.com or 1-800-314-0147

Thank you for your business



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 installation of “No Parking Anytime” signs on Boyack Road.

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

WHEREAS, the Town Board of the Town of Clifton Park has received a recommendation from the Highway Safety Committee regarding the installation of "No Parking Anytime" signs on Boyack Road within 200 feet of the approach to the center of the intersection with Jonathan Drive, and

WHEREAS, the Highway Safety Committee has reviewed the existing conditions and determined that frequent on-street parking along the west side of Boyack Road heading south has significantly reduced sight visibility at the intersection with Jonathan Drive, thereby increasing the likelihood of accidents involving turning vehicles, and

WHEREAS, the proposed signage is intended to improve public safety by enhancing sight distance and reducing potential vehicular conflicts at the intersection, and

WHEREAS, the signs shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) standards, specifically sign designation R7-1, with a vertical rectangular shape, dimensions of 12" x 18", white background, red legend and border, and appropriate directional arrow, and

WHEREAS, the signs shall be placed at each end of the regulated zone and at intervals not exceeding 200 feet, mounted facing approaching traffic at an angle of 30-45 degrees to the line of traffic flow, and shall be retroreflective for nighttime visibility; now, therefore, be it

RESOLVED, that the Town Board of the Town of Clifton Park Town Board hereby authorizes the Town Highway Department to install "No Parking Anytime" signs on the west side of Boyack Road heading south, within 200 feet of the approach to the center of the intersection with Jonathan Drive, in accordance with MUTCD standards and recommendations of the Highway Safety Committee.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, October 21, 2025 12:47 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 #2348

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

Department: Planning Department

Your Name: John P. Scavo

Your Email: jscavo@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 11/03/2025 ✓

Board Meeting Date: 11/17/2025 ✓

Alternate Date: 12/01/2025

Budget Number: N/A

Budget Description: Highway Sign Budget Line Item

Amount: TBD - Sign Production Cost with Post

Brief Description: A RESOLUTION AUTHORIZING THE INSTALLATION OF "NO PARKING ANYTIME" SIGNS ON BOYACK ROAD

Add Supporting Docs:

[5d04241a2812de12_Town_Board_Resolution_Boyack_No_Parking_1.pdf](#)

[64dc69ee07d52917_Photo_Log.pdf](#)

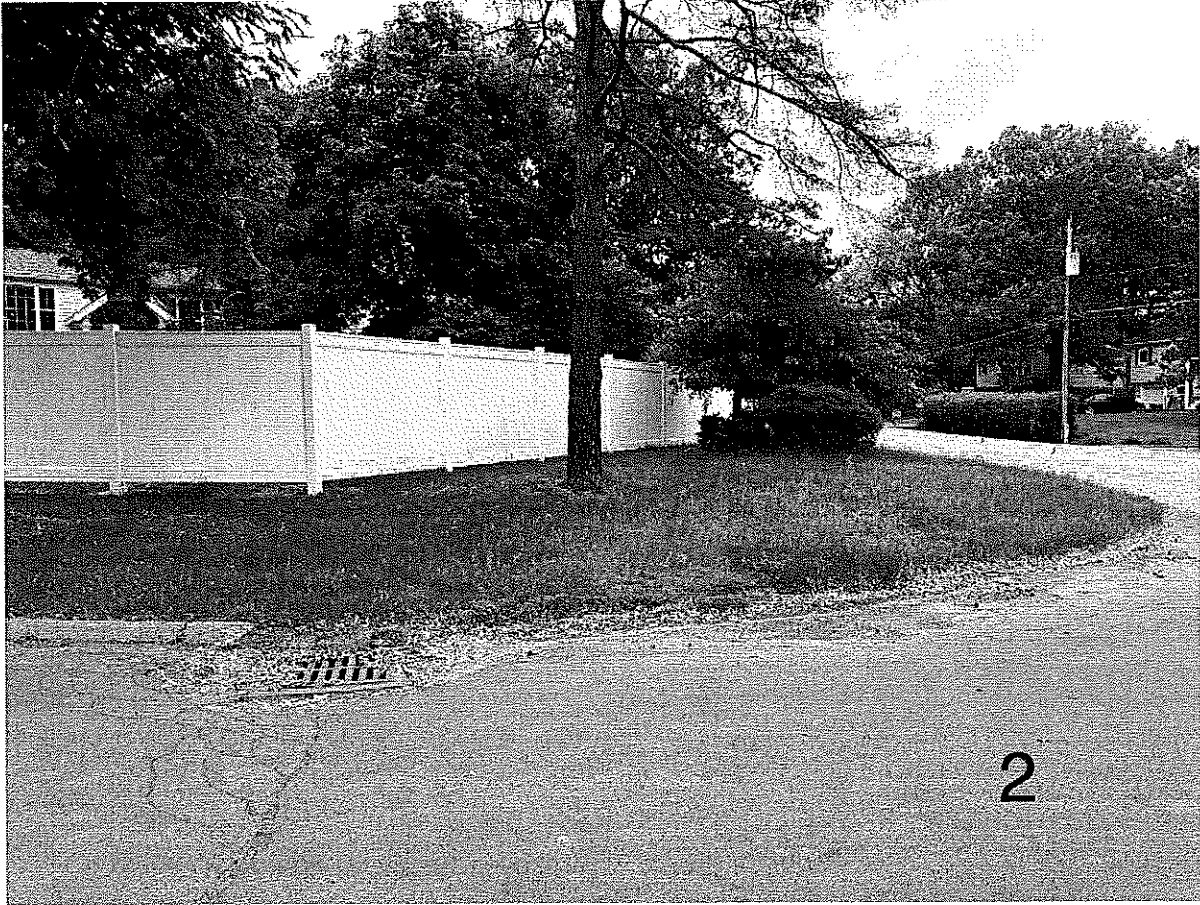
Additional Comments/Details: Likely to have some public opposition from the residential dwellings that seem to frequently park in the public ROW at that location but the recommendation is a safety improvement for an identified issue.

Agree to Terms: Agree

[unsubscribe](#)



This is coming East on Jonathan towards Boyack. While it doesn't appear that I am aligned with the stop sign, I am pulled up to where I can't see the sign in my front window. The sign is angled so it's not a true representation in photo but I am in line with the sign post.



This picture was taken out of the drivers side window from the exact location of the above picture (1). As you can see, there is no visibility of on coming traffic South on Boyack.



This is how far I had to pull forward in order to see the truck that is parked on the Southbound side of Boyack. There is a car parked in this spot EVERYDAY. Usually unregistered or only bearing one plate. It is associated with 15 Boyack Road.



This is the view from the drivers seat for picture 3. While I can see the truck, you can't see on coming traffic until it is driving past the truck.



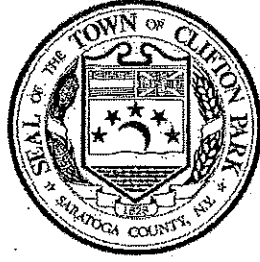
This is how far out I have to pull in order to see around the fence, bush, and vehicles parked on Boyack.



Boyack road is used to travel to the lower entrance of Southbury, Carriage Road, Amity Pointe, Jamison, kids traveling to Okte school, runners, and so on. This young man was walking while we did this experiment.



This man was running and as you can see he is right on the edge of the white line. People don't stop, they kept going by him and if someone was going northbound on Boyack it would be very tight.



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 appointing Toby Watkins as a member to the Historic Preservation Commission.

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

WHEREAS, the Historic Preservation Commission of the Town of Clifton Park has recommended the appointment of Toby Watkins to serve as a member of the Commission; and

WHEREAS, Mr. Watkins has expressed a sincere interest in preserving the historical character and cultural heritage of Clifton Park, drawing inspiration from his upbringing in Jersey Shore, Pennsylvania, a community known for its Revolutionary War-era legacy and the Tiadaghton Elm; and

WHEREAS, Mr. Watkins brings over a decade of professional experience in project management and facilities oversight, currently serving as a Senior Facilities Manager with expertise in infrastructure maintenance, including electrical, HVAC, and refrigeration systems, which may support the Commission's efforts in evaluating and preserving historic structures; and

WHEREAS, Mr. Watkins has demonstrated a strong commitment to civic engagement through his volunteer leadership with the Elks of Clifton Park, coordinating numerous community outreach initiatives such as Welcome Home Kits for homeless veterans, holiday gift programs for local veterans' homes, and public events that foster community connection and appreciation for service; and

WHEREAS, Mr. Watkins has further contributed to the community through volunteer efforts with Sidewalk Warriors, Girl Scouts, and Toys for Tots, reflecting a broad and inclusive approach to public service that aligns with the Commission's mission to preserve and promote Clifton Park's historic assets for the benefit of all residents; and

WHEREAS, the Town Board recognizes the value of appointing individuals with both technical expertise and demonstrated community leadership to advisory boards and commissions; now, therefore, be it

RESOLVED, that the Town Board of the Town of Clifton Park hereby appoints Toby Watkins to the Historic Preservation Commission for a term to be determined in accordance with the Town Code and Commission bylaws, and be it further

RESOLVED, that the Town Clerk shall notify Mr. Watkins of his appointment and provide all necessary documentation and onboarding materials to support his participation in the Commission's work.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, October 27, 2025 10:11 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 #2356

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

Department: Historic Preservation Commission

Your Name: John Scavo

Your Email: jscavo@cliftonpark.org

Sponsor: Agatha Reid

Agenda Session Date: 11/03/2025 ✓

Board Meeting Date: 11/17/2025 ✓

Alternate Date: 12/01/2025

Budget Number: N/A

Budget Description: N/A

Amount: 0

Brief Description: Per attached draft resolution to Appoint Toby Watkins, Town Resident to be a member of the Town's Historic Preservation Commission.

Add Supporting Docs:

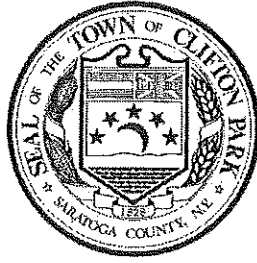
[a68cc522ece02191_TWatkins_DraftResolution_Appointment.pdf](#)

[b7e508d5ddb5950b_Fwd_Toby_Watkins_resume_-_John_Scavo_-_Outlook.pdf](#)

Additional Comments/Details: N/A

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 of 2025 a resolution appointing current Historic Preservation Commission member Sue Thompson as the Deputy Historian.

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

WHEREAS, pursuant to Section 208-78 (C) (2) of the Town Code, members of the Historic Preservation are appointed by and serve at the discretion of the Town Board, and

WHEREAS, Anthony Morelli, liaison to the Historic Preservation Commission, recommends that a designation be made for a Deputy Historian and that current member Sue Thompson be appointed to this position; now therefore, be it,

RESOLVED, that Sue Thompson, Round Lake, NY, is hereby appointed to the newly designated position of Deputy Historian on the Historic Preservation Commission, filling the balance of this year's term.



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 Addendum #1 to the agreement with Community Planning and Environmental Associates (CP&EA) for the Clifton Park Agricultural and Farmland Protection Plan and transferring funds to support the expanded scope of work.

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

WHEREAS, by Resolution No. 131 of 2024, the Town Board authorized the Supervisor to enter into an agreement with Community Planning and Environmental Associates (CP&EA) to develop a comprehensive Agricultural and Farmland Protection and Enhancement Plan for the Town in an amount not to exceed \$49,860.00, and

WHEREAS, the Town was awarded a \$25,000 Farmland Protection Plan Grant (FPPG) from the New York State Department of Agriculture and Markets, with reimbursement available for eligible project costs, and

WHEREAS, the initial scope of work has been substantially completed, and the Planning Department and consultant have identified tasks necessary to finalize the plan, including development of the final plan, final presentation, and public hearing support, as detailed in the attached scope dated September 18, 2025 and additional tasks such as developing an implementation matrix, community solar capacities map, and holding 12 steering committee meetings to date when 8 were originally anticipated, and

WHEREAS, CP&EA has proposed Addendum #1 to the existing agreement, outlining a cost increase not to exceed \$14,320.00 for the completion of these remaining tasks, and

WHEREAS, the Town Board wishes to authorize this expanded scope and allocate the necessary funds to the appropriate budget line; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes Addendum #1 to the agreement with Community Planning and Environmental Associates (CP&EA), increasing the contract amount by \$14,320.00 for completion of the Clifton Park Agricultural and Farmland Protection Plan, as outlined in the attached scope of work; and be it further

RESOLVED, that the Town Board authorizes a budget transfer of \$2,320 from A-1440-135 (General Fund – Engineering – Engineering) to A-1440-015 (General Fund – Engineering – Other Contractual) to support the expanded scope of work; and be it further

RESOLVED, that the total of \$14,320 be charged to A-1440-015 (General Fund – Engineering – Other Contractual); and be it further

RESOLVED, that the Supervisor is authorized to sign Addendum #1 to the agreement with CP&EA, and that eligible costs incurred under this addendum shall be submitted for reimbursement under the awarded Farmland Protection Plan Grant from the New York State Department of Agriculture and Markets.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, October 27, 2025 3:21 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 #2361

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: A.Reed & A.Morelli
Agenda Session Date: 11/03/2025 ✓
Board Meeting Date: 11/17/2025 ✓
Alternate Date: 12/01/2025
Budget Number: A-1440-005
Budget Description: General Fund – Engineering – Consultant
Amount: \$14,320.00

Brief Description: A resolution authorizing Addendum #1 to the agreement with Community Planning and Environmental Associates (CP&EA) for the Clifton Park Agricultural and Farmland Protection Plan, and transferring funds to support the expanded scope of work by increasing the contract amount by \$14,320.00 for completion of the Clifton Park Agricultural and Farmland Protection Plan. Authorizing authorizes a budget transfer of \$1,320.00 from A-1440-135 (General Fund – Engineering – Contractual) to A-1440-005 (General Fund – Engineering – Consultant)

Add Supporting Docs:
[92b3a08e14888c18_Task_List_Time_Frames_and_budget_as_of_9_15_25.pdf](#)
[5a5eb23b77cc8b23_Re_Request_for_Contract_Change_-_John_Scavo_-_Outlook.pdf](#)

Additional Comments/Details: A resolution authorizing Addendum #1 to the agreement with Community Planning and Environmental Associates (CP&EA) for the Clifton Park Agricultural and Farmland Protection Plan, and transferring funds to support the expanded scope of work

budget transfer of \$1,320.00 from A-1440-135 (General Fund – Engineering – Contractual) to A-1440-005 (General Fund – Engineering – Consultant) to support the expanded scope of work

Agree to Terms: Agree

[unsubscribe](#)

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

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

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

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

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

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

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

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

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

May 20, 2024

Teresa Brobston, Town Clerk

Town of Clifton Park

Agricultural and Farmland Protection Plan

Task List Status and Time Frames as of 9/18/25

Task	Status/Time Frame
Kick off Meeting/Town Tour	✓ Completed
Collection of Agricultural Data (from interviews and other sources)	✓ Completed
GIS Mapping and Analysis	✓ Completed
Review of Town and Regional Plans and Studies	✓ Completed
Survey	✓ Completed
Open House	✓ Completed
Website/Webpage	✓ Completed
Farmer/Farmland Owner Interviews	✓ Completed
SWOT Analysis	✓ Completed
Draft Vision, Goals and Objectives	✓ Completed
Inventory of Ag Programs and Support	✓ Completed
Farm Friendly Audit of Local Regulations	✓ Completed
Farmland Prioritization	✓ Completed
Profile and Inventory (narrative description of maps, data, resources, etc.)	We have the pieces, but not written in a full narrative yet
Recommendations	✓ Completed
Project Updates/Committee Meetings	Ongoing
Two Focus Groups	Farmers meeting in October. Unsure whether a second will be needed
Draft of full plan	Realistically by end of November – for committee to review – through December
ArcGIS Story Map	At end of project, after adoption by Town Board
Public/Town Board presentation	January 2026
Town Board Public Hearing/Adoption	February

Estimated costs (This includes a discounted hourly rate for Nan Stolzenburg's work to \$120 per hour instead of \$145/hour). The following are the steps/tasks needed to take us to completion:

GIS (\$4800): includes final versions of maps, write narrative describing the farmland prioritization, GIS data for narrative of current conditions, and story map (at end). There was talk of doing a solar analysis map, but we are unsure if this is still something needed or not. (If you want to cut this back, we can remove the solar capacity map and the story map as nice to have, but not crucial).

Farmers Meeting (\$960) – Includes one more committee meeting, pulling the materials together for that session, working with Jen on the PowerPoint, attending the meeting, and summarizing the results.

Edit Recommendations (\$360) – includes final editing of the set of recommendations and using results of committee survey and farmers meeting to identify priority projects.

Implementation Plan (\$1000) – includes developing the implementation matrix and associated text for that chapter.

Develop full Draft Plan (\$4500) – includes finishing the profile and inventory narrative, and putting all parts of the plan together with maps, charts, photos, and format as a cover to cover.

Final Presentation (\$1700) – includes development of the final presentation and attending a meeting to present it to public and town board.

Attend public hearing (\$360)

Final Plan (\$240) – includes final edits and getting you the final, complete file.

Eight Copies (\$400) – as per RFP, you wanted 8 paper copies.

Total (\$14,320)

Please see the attached request and justification below. I am in agreement with the request and feel that the process has been going well and the committee has been diligent with reviewing each goal, objectives, and strategies for specific themes preserving and providing for farmland protections. I believe the open space incentive fees can be used to fund this source which we have already collected and in the Town's account for use.

John P. Scavo

Director of Planning & Zoning Department

Town of Clifton Park

One Town Hall Plaza

Clifton Park, NY 12065

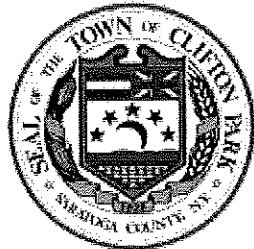
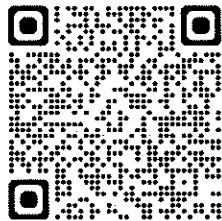
518-371-6054

www.cliftonparkny.gov

Access [Clifton Park Connect](#) – the Town's Community Engagement Hub!

Stay informed! Sign up for Town updates via GovDelivery

Scan the QR code below to subscribe instantly.



From: Nan Stolzenburg <nan@planningbettterplaces.com>

To: John Scavo <jscavo@cliftonpark.org>

Subject: Request for Contract Change

Hi John. I've tried to go through the budget to find out specific spots where the proposed budget didn't match the actual expenditures to offer rationale for more funding. I think in my 35 years of planning, I have never asked for a contract change for additional funding. Unfortunately, it seems that just about everything was more extensive than planned. The time needed expanded due to:

Extra meetings internally for planning and coordination with Jen V.,
Addition of a full day plus display of boards, and handouts to attend the Fall Fest last year,
A more extensively planned open house with more stations than originally anticipated,
More time taken to get interviews lined up and done,
A more extensive Audit of zoning/subdivision needed,
Significantly more meeting time with the committee. We had originally estimated eight, two-hour meetings, but with the addition of every other week meetings we are now at 12 meetings – all but one of those in person, which included travel.

Ellen subconsultant, to come to more meetings than we originally thought would be needed. I believe all the work that has been done has been needed to be done to get you the best plan we can. I am not sure where things could have been cut back.

I have attached an updated scope list and timeline so that you can see what we have accomplished and what we still need to do. I have gotten costs from Rick (GIS), Ellen (data narrative and help with pulling whole plan together), MJ (final presentation and website), and my work to complete the final tasks. Please see attached file.

I am uncomfortable with the amount we are over to get the job done: to soften the costs, I offer to decrease my hourly rate from \$145 to \$120. If we need to cut back, we can cut back on the story map, the solar capacity analysis, and I will do everything that I can to minimize the time needed to get all the pieces together into the actual cover to cover plan. I think we will also need to limit our involvement in committee meetings as they review it. The committee is fully capable of reviewing/commenting without me there so that would save expense too.

I am happy to talk to you about this as you review it.

Nan



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 authorizing alcoholic beverages to be served at a gathering to be held at the Locust Lane Clubhouse on January 23, 2026.

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

WHEREAS, the Skano Elementary School staff is hosting an event on Friday, January 23, 2026, and

WHEREAS, a request has been received from Randy Johnson, a representative for the Skano Elementary School staff, for permission to serve alcohol in the form of beer and/or wine at the event; now, therefore, be it

RESOLVED, that Randy Johnson and the Skano Elementary School staff are hereby authorized to serve beer and/or wine at a gathering at Locust Lane Clubhouse on January 23, 2026, from 3:00 P.M. to 7:00 P.M. consistent with the terms of the permit application received in the Parks & Recreation office.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, October 24, 2025 11:01 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 #2354

A new 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: 11/03/2025 ✓
Board Meeting Date: 11/17/2025 ✓
Alternate Date: 11/17/2025
Budget Number: NA
Budget Description: NA
Amount: NA
Brief Description: Skano Elementary Staff Alcohol use permit request for locust lane clubhouse
Add Supporting Docs:
[33408979cf13fc62_Skano_staff_Alcohol_at_LL_request.pdf](#)

Additional Comments/Details: Skano Elementary Staff Alcohol use permit request for locust lane clubhouse
Agree to Terms: Agree

[unsubscribe](#)



Town of Clifton Park

Office of Parks and Recreation

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

Mike Woerner, Director

OFFICE OF PARKS & RECREATION

Received on: 10/15/25

Paid by: Cash

Amount: 25.00

Fax: (518) 545-4284

2025 SPECIAL ALCOHOL USE PERMIT REQUEST

(Please attach to Facility Permit Application)

Name of Organization: Skano Elementary Staff

Contact Person: Randy Johnson

Address: _____

Phone: _____

Email: _____

Location, Date and Time of Event: Locust Lane Clubhouse 1-30-26 3-7pm

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

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

OFFICE OF PARKS & RECREATION

Received on: _____

Paid by: _____

Amount: _____

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

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

Signed: Randy Johnson

Date: 10/14/25

For Office Use Only

Date on Town Board Agenda: _____

If Approved, Permit Issued and Mailed to Applicant: _____

Does your organization carry liability insurance? Yes _____ No X
 I have read and agree to follow the Rules and Policies for *Indoor Facility Use*.

Permit is governed by the following conditions.

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

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

Indemnity: Randy Johnson (NAME) agrees to indemnify and hold the Town, it's officers, employees, representatives and/or agents harmless with respect to any and all claims, causes of action, suits, proceedings, damages, liabilities, losses, costs and expenses, including third party claims or actions and attorneys' fees, in connection with loss of life, personal injury and/or any loss of life, personal injury and/or property damage which may arise from and as a result of the negligent acts or omissions of Randy Johnson (NAME) or others associated in some way therewith, during or arising out of the use of any park facility located in the Town of Clifton Park, County of Saratoga, State of New York on 1-30-26 (RENTAL DATE).

Please sign and return this form with facility usage fee, if applicable, to:

Town of Clifton Park
 Office of Parks and Recreation
 1 Town Hall Plaza
 Clifton Park, NY 12065

Thank you for your cooperation and enjoy your day!

SIGNED: _____

Randy Johnson
 Applicant for Permit

DATE: 10/14/25

APPROVED: _____

Parks & Recreation Office

FOR OFFICE USE ONLY

Grooms Tavern Rental	_____	_____	Date Paid:	<u>10/25/25</u>
Locust Lane Clubhouse Rental	<u>4 hrs</u>	<u>100.00</u>	Amount Paid:	<u>105.00</u>
Security	_____	_____	Payment Type:	<u>Cash</u>
Trash Removal	_____	_____	Permit Given:	<u>/</u>
Other	_____	_____	Outlook Calendar:	_____
			Staff Initials:	<u>[Signature]</u>



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 replacement of a 35-foot aluminum streetlight pole with 10-foot arm on Wall Street.

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

WHEREAS, on May 28, 2025, a resident's vehicle struck a streetlight pole on Wall Street, causing damage that required the replacement of the streetlight pole and 10-foot arm, and

WHEREAS, the Town's Public Safety department has filed a claim on the resident's automobile insurance, and

WHEREAS, by Resolution No. 110 of 2024, the Town Board authorized acceptance of the proposals from T&J Electrical Associates, Inc., Clifton Park, as the lowest conforming quote, and DLC Electric, LLC, Troy, NY, as the second lowest conforming quote, for the electrical repair and maintenance of Town-owned streetlights, and

WHEREAS, Daniel Clemens, Director of Buildings, Parks & Recreation, contacted T&J Companies, as one of the Town's contractor for streetlight repairs, for the replacement of the 35-foot streetlight, including the 10-foot arm, pursuant to an invoice for \$14,500 dated 10/23/2025, attached; now, therefore, be it

RESOLVED, that Mr. Clemens is authorized to hire T&J Companies to replace the damaged Wall Street 35-foot streetlight pole, and its 10-foot arm; and be it further

RESOLVED, that the Comptroller is authorized to pay the amount of \$14,500 to T&J Companies from SL-5182-24 (Special Districts – Lighting – Maintenance); and be it further

RESOLVED, that the Comptroller is authorized to increase 2025 Budget revenues, A-02680 (General Fund – Insurance Recoveries) and increase expenditures to SL-5182-24 (Special Districts – Lighting – Maintenance) by \$14,500.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, October 27, 2025 12:17 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 #2357

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: 11/03/2025 ✓
Board Meeting Date: 11/17/2025 ✓
Alternate Date: 12/01/2025
Budget Number: SL-5182-24
Budget Description: Special Districs - Lighting - Maintenance
Amount: \$14,500.00
Brief Description: T&J Companies replaced (1) 35-foot aluminum streetlight pole with 10-foot arm after a car accident on Wall Street.
Add Supporting Docs:
[359e6fccc577bfe7_Wall_Street_streetlight_repairs_-_MVA_5.25_-_invoice_10.23.25.pdf](#)

Additional Comments/Details: T & J is our contractor for streetlight repairs we can't do in house. Public safety has filed a claim on the driver insurance.
Agree to Terms: Agree

[unsubscribe](#)

Resolution No. 110 of 2024, a resolution accepting proposals from T&J Electrical Associates, Inc., Clifton Park, NY and DLC Electric, LLC, Troy, NY, for the electrical repair and maintenance of Town-owned streetlights.

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

WHEREAS, in December of 2020, the Town Board completed acquisition of streetlights within the Town from both National Grid and NYSEG, and

WHEREAS, the Town's removal and replacement of all such lights is complete, with the successful installation of LED lights by Executive Electric, under subcontract to Siemens, Inc., and

WHEREAS, to provide the capability to identify, service and repair components of the newly acquired streetlights, including underground wiring as necessary, Daniel Clemens, Director of Buildings, Parks & Recreation circulated a Request for Proposals to qualified electrical contracting firms, with the goal of awarding first responder electrical work to one or more qualified electrical contractors at established hourly rates, on both an emergent and non-emergent basis, and

WHEREAS, T&J Electrical Associates, Clifton Park, submitted the lowest conforming quote, in categories as listed on the attached quote cover sheet, and

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

RESOLVED, that the Town Board authorizes Daniel Clemens, Buildings, Parks & Recreation Director to retain T&J Electrical Associates, and DLC Electric at hourly rates quoted, to perform first responder electrical services to locate, diagnose and perform repair and maintenance services, as needed for the Town's LED streetlight system, and attachments, at an estimated cost of \$60,000; and be it further

RESOLVED, that the Comptroller is authorized to compensate services rendered pursuant to purchase orders issued by Mr. Clemens from account SL-5182-24 (Lighting District – Lighting District – General Maintenance) to be transferred from SL-5182-5 (Lighting District – Lighting District – Utilities).

ROLL CALL VOTE

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

Noes: None

Absent: Councilman Manir

DECLARED ADOPTED

May 6, 2024

Teresa Brobston, Town Clerk

T&J COMPANIES
SINCE 1977

T&J Companies
419 Route 146
Clifton Park, NY 12065
Phone # 518-406-3046
<https://www.tandjcompanies.com>

Invoice # 208146

Invoice Date 10/23/2025
Our W/O # 110580
Order Type General
Category Emergency Lighting
PO # 70258
Caller

BILL TO

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

Division Electrical
SERVICE LOCATION

Hill Road - Loc # 0000
8 Wall St
Clifton Park, NY 12065
Phone #

JOB DESCRIPTION

Techs removed the existing aluminum base and removed the old pole. Techs then installed a new 35' pole with the 10' arms as well as the (2) new pole heads that match the existing damaged ones and made the final connections to the new pole. The new pole is working properly and is fully illuminated. Work complete.

LABOR and MATERIALS

Qty	Description	Date Stamp	Man Hour	Unit Price	Total Tax
1	Lighting	10/22/25 02:22 pm	1.00	6,895.00	6,895.00 ✓
1	Labor	10/23/25 09:43 am	1.00	4,645.00	4,645.00 ✓
1	Equipment	10/23/25 09:43 am	1.00	2,960.00	2,960.00 ✓

Check or ACH payment is due 60 days from invoice submission.

Subtotal	14,500.00
Tax	1,015.00
Total	15,515.00
Balance	15,515.00

T&J COMPANIES
SINCE 1977

T&J Companies
419 Route 146
Clifton Park, NY 12065
Phone # 518-406-3046
<https://www.tandjcompanies.com>

Invoice # 208146

Invoice Date 10/23/2025
Our W/O # 110580
Order Type General
Category Emergency Lighting
PO # 70258
Caller

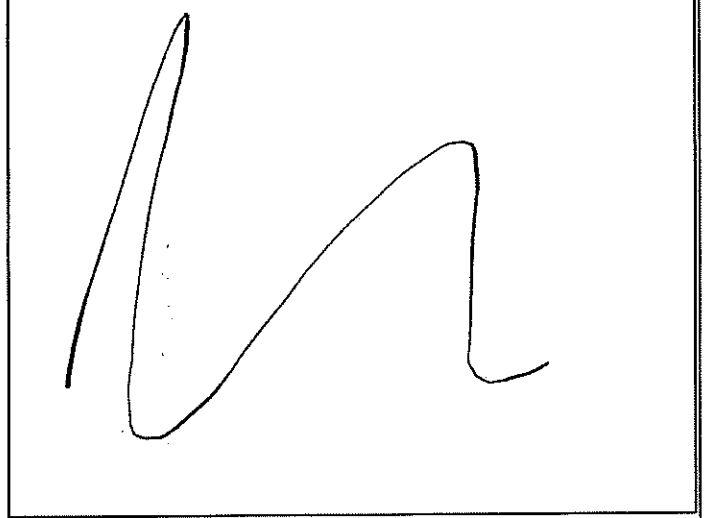
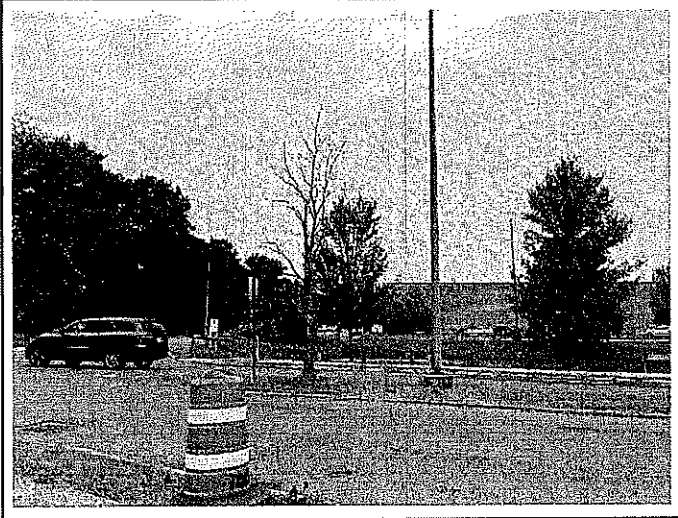
BILL TO

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

Division Electrical

SERVICE LOCATION

Hill Road - Loc # 0000
8 Wall St
Clifton Park, NY 12065
Phone #



None



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 declaring a public emergency pursuant to General Municipal Law Section 103(4) for the replacement and rerouting of the vent pipe and blower assembly for the unit heaters in the Highway Mechanic Shop.

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

WHEREAS, on October 22, 2025, when the Buildings & Grounds department staff attempted to start the unit heaters, they discovered rust holes and that material had melted on the exterior of the Highway Mechanic Shop building, and

WHEREAS, Section 103(4) of the NYS General Municipal Law provides that in cases of an emergency situation arising from unforeseen circumstances affecting public property or the health or safety of the public, the Town Board may authorize the purchase of service, material and equipment without competitive bids, and

WHEREAS, Daniel Clemens, Director of Buildings, Parks & Recreation, contacted Postler & Jaeckle Corp. (P&J), to replace and reroute the vent pipe and blower assembly for the unit heaters in the Highway Mechanic Shop, pursuant to an invoice for \$5,456 dated 10/24/2025, attached; now, therefore, be it

RESOLVED, that the Town Board determines that the replacement and rerouting of the vent pipe and blower assembly for the unit heaters in the Highway Mechanic Shop, as determined on October 22, 2025, constitutes an emergency for procurement purposes under Section 103(4) of General Municipal Law; and be it further

RESOLVED, that Mr. Clemens is authorized to hire P&J Corp. to replace the vent pipes and blower assembly of the damaged unit heaters; and be it further

RESOLVED, that the Comptroller is authorized to pay the amount of \$5,456 to P&J Corp. from A-5132-24 (General Fund – Highway/Traffic Safety/Garage – Garage Repairs).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, October 27, 2025 12:26 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #2358

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: 11/03/2025 ✓

Board Meeting Date: 11/17/2025 ✓

Alternate Date: 12/01/2025

Budget Number: A-5132-24

Budget Description: General Fund - Highway/traffic safety/garage - Garage repairs

Amount: \$5,456.00

Brief Description: P&J - emergency replacement and reroute of the vent pipe and blower assembly for the unit heaters in the highway mechanic shop.

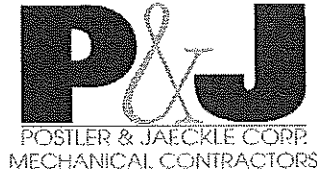
Add Supporting Docs:

[dbf5be3361ddaf6c_Clifton_Park_Highway_-_B_Venting_and_venting_motor_for_mechanic_shop_-_10.27.25.pdf](#)

Additional Comments/Details: When attempting to start the unit heater we found the full of rust holes and the exterior of the building had been melted.

Agree to Terms: Agree

[unsubscribe](#)



Quote #512R

October 24, 2025

Cust: Clifton Park Highway

Subject: B Vent installation

Attn: Dan Clemens

Included: Labor and Materials

- Remove deteriorated venting pipe and power vent motor
- Install new B-vent piping and power vent motor
- Start and test operation of the System.

Excluded:

1. Taxes
2. Testing, handling, and disposal of all hazardous materials.
3. Overtime/premium time.

The cost for this work will be **\$5,456.00** ^{*} plus any applicable tax.

If system isolation (valves, circuit breakers etc.) prevent us from doing the proposed work or fail upon system restart, their diagnosis/replacement is to be quoted separate from this proposed work. If there are any other repairs necessary, they will not be included in the above quote. This will be done on a "time and material" basis with your approval.

All work is to be done during normal business hours on a Monday through Friday between the hours of 8:00 AM and 4:30 PM.

Postler & Jaeckle will not be held responsible for the delays of equipment, materials, or scheduling deficiencies/delays due to mandated labor shutdowns and/or COVID restrictions. Due to the rising costs of materials, this quote is good for 15 days.

If you have any questions, you can contact me at (315) 455-5587. If you would like to proceed with the work, please sign below and email it back to dscott@postler.com or you may print this out and fax it to (315) 455-6258.

We appreciate your business, and we look forward to hearing from you in the near future.

Sincerely,

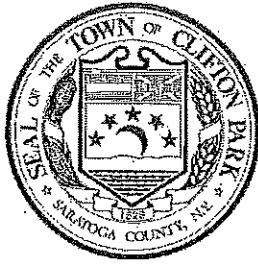
Dave Scott

Name _____ Date _____

Signature _____ Purchase Order _____

TERMS AND CONDITIONS

1. Customer Shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect.
3. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
6. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
7. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of work.
8. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
11. Contractor's obligation under this proposal and any subsequent contract does not include the indemnification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous material. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes, or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
12. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.



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 awarding the construction contract for the paving of an existing trail along Kinns Road in Clifton Park, pursuant to competitive bid.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks, and Recreation, solicited quotes for a project consisting of prepping and paving an existing trail from Temple Hills to Twilight Drive along Kinns Road, and

WHEREAS, Mr. Clemens recommends that the work be awarded to B.D.B. Paving, as lowest conforming bidder, at a total cost not to exceed \$7,740; now, therefore, be it

RESOLVED, that the Town Board accepts the recommendation of the Director of Buildings, Parks, and Recreation, and hereby awards the quote for the trail paving project to B.D.B. Paving, at a cost not to exceed \$7,740, to be paid from A-7629-200 (General Fund-Trails Contractual-Equipment).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, November 14, 2025 9:56 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 #2375

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: 11/17/2025 ✓

Board Meeting Date: 11/17/2025 ✓

Alternate Date: 12/01/2025

Budget Number: A-7629-200

Budget Description: General Fund - Trails - Equipment

Amount: \$7,740.00

Brief Description: Hire B.D.B. Paving to prep and pave existing path along Kinns Road from Temple Hills to Twilight Drive

Add Supporting Docs:

[2bfe0e242866cc1d_Paving_Temple_Hills_to_Twilight_path_res_packet_11.14.25.pdf](#)

Additional Comments/Details: Request same day TB meeting. They can get the job done week of Nov 17th.

Agree to Terms: Agree

[unsubscribe](#)

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: November 14, 2025

**Description: Prep & pave existing trail from Temple Hills
to Twilight Drive along Kinns Road**

Vendor #1: Capital Asphalt LLC - \$11,900.00

Vendor #2: B.D.B. Paving - \$7,740.00 ✱

Vendor #3: Fossett's Asphalt & Sealcoating - \$12,000.00

Vendor #4: Lenihan Paving - \$18,300.00

Vendor #5:

Vendor #6:

**Comments: BDB was on site with KL and we confirmed their work is
consistent with the other companies and the quote is correct.**

They can do the work the week of the 17th

Decision: BDB Paving - \$7,740.00

CAPITAL ASPHALT LLC



Capital Asphalt LLC

21 Solar Drive
Clifton Park, NY 12065
capitalasphalt518@gmail.com 518-530-0111
www.capitalasphaltny.com

Client

Clifton Park Buildings and Grounds

Patriot Circle
Clifton Park, NY 12065
klynch@cliftonpark.org 5188884779
Kieran Lynch

Estimate 780

10/29/2025

Description	Quantity	Rate	Amount
Paving of asphalt run measuring 597x10.5 from Temple Hills to Twilight off of Kinns Rd. Full prep of bindered asphalt prior to paving. Mill existing asphalt to grade. Make sawcuts at Temple Hills and Twilight to create straight seams and strong abutments to new asphalt. Pave prepared footprint at depth of 2.5" using Type 6 asphalt and compact with vibratory roller and plate compactor for proper compaction and smooth finish.	1.00	\$ 11,900.00	\$ 11,900.00

Subtotal \$ 11,900.00

Total \$ 11,900.00

Capital Asphalt LLC



Paving & General Contracting, Inc.

831 Rt. 67, Bldg. 39A
Ballston Spa, NY 12020
BDBpaving@gmail.com
518.490.2190

PAVING PROPOSAL

PAVING ARCHITECT <i>C. G. G. G.</i>	PHONE NUMBER <i>914 688 1111</i>
APPROXIMATE STARTING DATE <i>Monday 11/13/25</i>	APPROXIMATE SQFT <i>750</i>

TO
*Kieran Technical Center Park
Blue trail Kims Road
Tuckahoe Drive - Temple Hills*

Cliffen Park

PHONE
518 490 2190

DATE
11/13/25

EMAIL

DESCRIPTION OF WORK PERFORMED

- New Driveway / Road / Parking Lot
- Resurface
- Rip Out Full *Partial*
- Sealcoating
- Concrete



We hereby submit specifications and estimates for paving as follows:

- 1) Edge to be in debris from entire work area
- 2) Show all loose spots with type 6 topsoil
- 3) Compact with 1/2 ton roller compacted type 6 topsoil

*** MUST STAY OFF DRIVEWAY FOR 5 DAYS AFTER INSTALLATION**

*** This price includes all discounts and coupons ***

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be done only upon a written change order. The costs will become an extra charge over and above the estimate. All elements of this agreement are contingent upon strikes, accidents or delays beyond our control. The estimate does not include material price increase, or additional labor and materials which may be required should unforeseen problems arise after the work has started.

We Propose: hereby to furnish material and labor - complete in accordance with above specifications for the sum of:

\$ 7700 - dollars (\$ _____)

Payment due upon completion of the job. Please note that contracts which are not accepted within thirty (30) days, are subject to a change in price, as the price of blacktop and fuel tend to fluctuate. We will gladly accept credit cards, however, the price of this contract will increase to an additional 3.5%.



You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation must be done in writing.

[Signature]
Authorized Signature



ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Printed Name _____ Date _____
(Property Owner)

- * Warranty information is stated on the back of this contract
- * Sealcoat is an additional charge and is not included in the price of this contract
- * As stated on the back, we do try our best, but do not guarantee water pitch puddles
- * As stated on the back, we do not guarantee tire marks or small indents in the blacktop caused by turning your steering wheel



Fossett's Asphalt & Sealcoating

8 Crestmont Drive | Clifton Park, New York 12065
(518) 952-4360 | fossettsasphalt@gmail.com | https://www.fossettsasphalt.com/

RECIPIENT:

Kieran Lynch
Patriot Circle
Clifton Park, New York 12065

Estimate #728	
Sent on	Nov 13, 2025
Total	\$12,000.00

Product/Service	Description	Qty.	Unit Price	Total
Asphalt - Resurface	Resurface dsidewalk from temple hills to twilight Clean Edges and remove vegetation Repair broken area by Twilight corner Shim all low spots to grade Pave 2 - inches type 6 Asphalt	1	\$12,000.00	\$12,000.00

Total	\$12,000.00
--------------	--------------------

This quote is valid for the next 30 days, after which values may be subject to change.



3451 BOYHAVEN ROAD
MIDDLE GROVE, NY 12850
(518) 580-1771

PROPOSAL SUBMITTED TO <i>Buildings</i> <i>Town of Clifton Park Grounds</i>		PHONE	DATE <i>11-12-2025</i>
STREET <i>2 Town Hall Plaza</i>		JOB NAME <i>Bike Path</i>	
CITY, STATE, AND ZIP <i>Clifton Park NY 12065</i>		JOB LOCATION <i>Kinns Rd</i>	
SALES PERSON	DATE OF PLANS	EMAIL	

THIS PRICE INCLUDES

- | | |
|--|--|
| <input checked="" type="checkbox"/> Resurface | <input checked="" type="checkbox"/> Edging and Cleaning |
| <input type="checkbox"/> New Construction | <input checked="" type="checkbox"/> Key Cut <u>3</u> Feet at <u>Ends</u> |
| <input type="checkbox"/> _____ Type 3 Binder | <input checked="" type="checkbox"/> Power Rolled |
| <input type="checkbox"/> <u>2</u> Inches of Type 6 State Top | <input type="checkbox"/> Road Grader |
| <input type="checkbox"/> _____ Inches of Type 7 Fine Top | <input checked="" type="checkbox"/> Machine Laid |
| <input checked="" type="checkbox"/> Shim Leveling Course | <input type="checkbox"/> Stabilization Fabric |
| <input type="checkbox"/> _____ Inches of Stone | <input checked="" type="checkbox"/> Tamp Edge's |
| <input type="checkbox"/> Fine Grading | <input checked="" type="checkbox"/> Est. Sq/Ft <u>6100</u> |
| <input type="checkbox"/> Dig Out _____ Inches | <input type="checkbox"/> Deposit \$ _____ |
| <input type="checkbox"/> Driveway | Balance \$ _____ |

Price also includes tackcoat

MATERIALS OWNED BY LENIHAN PAVING UNTIL PAID IN FULL
ANY BAD OR BROKEN AREA WILL BE PATCHED FREE OF CHARGE
ALL WORK GUARANTEED ONE YEAR. ANY PAST DUE BALANCE
AFTER 30 DAYS WILL BE CHARGED 1.5% PER DAY

- DO NOT PUT SHARP OBJECTS LIKE LADDERS, CHAIRS, ETC. ON PAVEMENT.
- DO NOT LET OIL O GAS DRIP ON DRIVEWAY
- NEVER OPERATE POWER STEERING WHILE VEHICLE IS PARKED
- DURING HOT WEATHER, TIRE MARKS MAY OCCUR UP TO 2 YEARS AFTER COMPLETION.
- VEGETATION IS NOT GUARANTEED

WE PROPOSE, HEREBY, TO FURNISH MATERIAL AN LABOR. COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS FOR THE SUM OF:

Eighteen Thousand Three hundred dollars (\$ 18,300.00)

PAYMENT TO BE MADE AS FOLLOWS: *In full on completion*

ANY CREDIT CARD PAYMENT WILL BE CHARGED 3% PROCESSING FEE

YOU THE BUYER MAY CANCEL THIS TRANSACTION ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTIONS. I, THE UNDERSIGNED, WAIVE THE THREE (3) DAY GRACE PERIOD DUE TO THE EMERGENCY NATURE OF THE JOB, PURSUANT TO THE PERSONAL PROPERTY LAW, ARTICLE 426, SECTION (B) (C) (D).

Authorized Signature *[Signature]*

Note: The proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Signature: _____



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 Supervisor to execute a three-year contract for telephone and internet service with FirstLight.

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

WHEREAS FirstLight as successor to tech valley Communications has provided telephone and internet service to the Town through fiber optic cables installed in Town facilities since 2012, and

WHEREAS, with the addition of cloud-based software, the Town requires more data to maintain the efficiency of Town computer programs and telephone systems, and

WHEREAS, FirstLight has offered a competitive proposal for telephone and internet service at an upgraded bandwidth than previously supplied, and provides the Town with an opportunity to lock in long term rates of \$1,017 per month, which will include local and long distance telephone calling and 1 gigabyte per second download by 1 gigabyte per second upload speed internet service, now, therefore, be it

RESOLVED, that the Supervisor is authorized to execute the attached thirty-six-month term service order form and contract with FirstLight, 12 Metro Park Road, Albany, NY.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, November 10, 2025 12:01 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 #2367

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

Department: Supervisor

Your Name: Norah Hoefler

Your Email: nhoefler@cliftonpark.org

Sponsor: Phil Barrett

Agenda Session Date: 11/17/2025 ✓

Board Meeting Date: 11/17/2025 ✓

Alternate Date: 12/01/2025

Budget Number: 1620-4

Budget Description: Internet

Amount: \$1017/month

Brief Description: Increasing dedicated internet access from 200x200 to a gig x gig, monthly increase of \$144 (was \$873, will be \$1017)

Add Supporting Docs:

[a6e3cbaff684b02b_20251110122120260.pdf](#)

Additional Comments/Details: With the addition of cloud-based software we require more data to keep computer programs and phones running efficiently.

Agree to Terms: Agree

[unsubscribe](#)



Service Order

Opportunity ID: 123724
 Order Date: 11/05/2025
 Requested Service Date: 11/10/2025

Customer: Town of Clifton Park NY
Billing Address: 1 Town Hall Plaza
 Clifton Park, NY 12065
 9532746
Account #:
Purchase Order:

Order Type: Renewal / Change, Renewal
Business Case: 36 months
Term: \$873.00
Existing MRC:

Account Executive: Steven Schmitt
 Email: sschmitt@firstlight.net
 Phone: (518) 694-8715
Sales Engineer: Lloyd LeBlanc

Primary Contact: Norah Hoefler
 Email: nhoefler@cliftonpark.org
 Phone: 518-371-6651
Mobile Phone:

Billing Contact: Norah Hoefler
 Email: nhoefler@cliftonpark.org
 Phone: 518-371-6651
Mobile Phone:

Technical Contact: Norah Hoefler
 Email: nhoefler@cliftonpark.org
 Phone: 518-371-6651
Mobile Phone:

SERVICE ADDRESS: 1 TOWN HALL PLZ, CLIFTON PARK, NY 12065-3610, 1st floor On Net

Group	Product	Product Code	QTY	Monthly Recurring Charge	Non-Recurring Charge	Rate	Yearly Monthly Recurring Charge	Total Non-Recurring Charge
Core Network Services								
Dedicated Internet Access	1G x 1G Internet	INT1000	1	\$1,000.00	\$0.00		\$1,000.00	\$0.00
	Burstable	No						
	Class of Service	Business Class						
	Protection	Single Path - Single Entrance						
	Service Profile	Not Applicable						
	Service Type	Internet (Symmetrical)						
	Z Address Extend DMARC	No						
	Z Address Extend DMARC Text	N/A						
	Z Address Handoff Type	Ethernet: 1000BASE-T (RJ45)						
IP Addresses - IP Justification	Static IP Block - Quantity 5 (29)		1	\$17.00	\$0.00		\$17.00	\$0.00
Form Not Required								
				Group Total:			\$1,017.00	\$0.00
				Service Address Total:			\$1,017.00	\$0.00
				Service Order Total Monthly Recurring Charge:			\$1,017.00	\$0.00
				Service Order Total Non-Recurring Charge:			\$0.00	\$0.00

NOTES

Upgrade existing 200M DIA circuit (34-KQGS.028588..F1) to 1G.
 If signed in November, customer to receive 3 free months of the cost differential (\$144)

THIS ORDER IS GOVERNED BY FIRSTLIGHT'S STANDARD TERMS AND CONDITIONS POSTED AT www.firstlight.net/terms-conditions. By signing this Order and initialing the applicable Service Schedules, Customer certifies that Customer has read and agrees to abide by FirstLight's standard terms and conditions and associated Service Schedules, and E911 acknowledgement. Customer acknowledges terms and conditions, and E911 services may change from time to time and that Customer's continued use of the service indicates acceptance of the terms and conditions and E911 acknowledgement. In the event that Customer and FirstLight or its affiliates have an existing Master form of contract for the type of service ordered, that master form of contract shall supersede FirstLight's standard terms and conditions. Unless otherwise specifically identified, the prices included are exclusive of any taxes, surcharges, and other applicable fees which, whether specified or not, may be revised at any time. Taxes, surcharges, and other fees may include but are not limited to federal, state, and local taxes, surcharges and fees, Universal Service Fund charges and network surcharges. The list of current rates and charges can be found at www.firstlight.net. You have the right to opt-out: if you do not want your CPNI data used by FirstLight for marketing purposes. Visit www.firstlight.net/CPNI to learn more or to inform FirstLight of your desire to opt-out. * Affiliates including, but not limited to: Oxford Networks, BayRing Communications, Sovernet, ION, Finger Lakes Technologies Group, 186 Communications, Maine Fiber Company, Inc., FirstLight Construction, LLC, TruePath Technologies, Prinelink and Best Web. FirstLight may also utilize the assets in Pennsylvania acquired from the Keystone Initiative for Network Based Education and Research. ("KINBER")

The execution and delivery of this Service Order and all Customer obligations contemplated herein, have been duly and validly authorized by all necessary action on the part of such Customer. This Service Order has been duly executed and delivered by such authorized representative of Customer and, assuming due authorization, execution, and delivery by FirstLight, this Service Order constitutes the valid and binding obligations of FirstLight and Customer, enforceable against each FirstLight and Customer in accordance with its terms.

Security incidents. Subject to FirstLight's obligation under Applicable Laws, in the event FirstLight knows or reasonably believes that there has been unauthorized access to Personal Information in the possession or control of FirstLight that compromises the security, confidentiality or integrity of such Personal Information, FirstLight shall (1) promptly notify Customer of such unauthorized access; and (2) use good faith efforts to cooperate with Customer as reasonable necessary to facilitate compliance with any Applicable Laws regarding access of Personal Information. FIRSTLIGHT SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACCESS TO OR UNAUTHORIZED ACQUISITION OF PERSONAL INFORMATION, IF CUSTOMER HAS FAILED TO ENCRYPT THE PERSONAL INFORMATION, WHETHER AT REST OR IN TRANSIT.

CUSTOMER AGREEMENT: By signing below, the signatory represents and warrants authority to execute this Service Order on behalf of Customer and Customer's acceptance of this Service Order as a legally binding contract.

Town of Clifton Park NY



FirstLight Fiber, Inc

Signature:

Signature:

Title:

Title:

Date:

Date:

Service Schedule C - FirstLight Internet Services

1. Applicability. This Service Schedule is applicable only where Customer orders and FirstLight accepts a Service Order for, or has already installed, FirstLight Internet Services.

2. Service Description. FirstLight Internet Service is a dedicated Internet port and specified bandwidth for the transmission of data to and from the Internet. Service is provided by FirstLight from a specific Customer location, to the Internet port and then to the interface between the FirstLight Network and the Internet.

3. Installation of FirstLight Internet Service. FirstLight will exercise commercially reasonable efforts to install Internet Service on or before the Customer Commit Date. The actual installation date may be affected by Service Orders that contain incorrect or incomplete information supplied by Customer or Service Orders that are changed at Customer's request after submission and acceptance by FirstLight.

4. Bandwidth Measurement.

- A. **Burstable Maximums:** Available at 3 x CIR (committed information rate) or up to the provisioned port speed or a max of 10 Gbps, whichever is lower.
 - i. For example: (a) Customer has a 30Mbps service (CIR) on a 100Mbps port, and Customer can burst up to 90Mbps; (b) Customer has purchased a 50Mbps service (CIR) and is on a 100Mbps port. Customer can burst up to 100Mbps; (c) Customer has a 5Gbps service (CIR) on a 10Gbps port, the max is 10Gbps so no bursting beyond the 10Gbps.
 - ii. Customer is not guaranteed the bandwidth beyond what they purchased as a base service.
- B. **Measurement:** When Customer purchases FirstLight Internet Service that is a burstable service, bandwidth usage will be calculated by FirstLight using the 95th percentile of samplings taken at five (5) minute intervals on a monthly basis. Samples are taken by FirstLight via SNMP from the FirstLight switch or router port the Customer is directly connected to and the results are the greater of input or output bits per second. The 95th percentile is determined by sorting the sample data from the smallest to the largest and discarding the top 5%, with the remaining largest sample designated as the 95th percentile.
- C. **Billing:** If after measurement it is determined that Customer did burst beyond their base service, Customer will pay the Mbps effective base service rate multiplied by two for each additional Mbps beyond their CIR.
 - a) For example, a customer with 100Mbps service paying a base rate of \$825 per month pays effectively \$8.25 per Mbps, multiply this rate by two for the burstable Mbps rate. As a result, if Customer were to burst to 150Mbps, Customer would pay 50 x \$16.50 that month (additional).

5. Service Levels.

- A. **Connection Availability Service Level for FirstLight Internet Service.** The Connection Availability Service Level for FirstLight IP Service is 99.99%. In the event that the FirstLight provided connection becomes unavailable as a result of FirstLight's fault, error, or omission, and for reasons other than an Excused Outage, Customer will be entitled to a service credit for the affected Service based on the cumulative unavailability of the affected Service in a given calendar month as set forth in the table below. In no event shall the total amount of credits issued to Customer per month exceed the monthly recurring charges invoiced to Customer for the affected Service for that month.

**Cumulative Unavailability
(in hrs:mins:secs)**

Service Level Credit

- 00:00:01 – 00:05:00 No Credit
- 00:05:01 – 00:45:00 5%
- 00:45:01 – 04:00:00 10%
- 04:00:01 – 08:00:00 20%
- 08:00:01 – 12:00:00 30%
- 12:00:01 – 16:00:00 40%
- 16:00:01 – 24:00:00 50%
- 24:00:01 or greater 100%

For purposes of this section, unavailability means the total inability to transmit or receive packets.

B. Network Latency Service Level.

- i. The monthly average Network Latency for packets carried over the FirstLight Network on a one-way trip basis from the hand-off point of FirstLight's circuit with the Customer, through the Customer's Internet port, up to the interface between the FirstLight Network and the transit carrier or peered end point as applicable is 10 milliseconds for all fiber based, on-net Internet Services.
- ii. After being notified by Customer of Network Latency in excess of the rates specified above, FirstLight will use commercially reasonable efforts to determine if an excess Network Latency exists, identify the source of the excess Network Latency and take corrective action to the extent that the source of the excess Network Latency is on the FirstLight Network.
- iii. If FirstLight fails to remedy such Network Latency within four (4) hours of being notified of excess Network Latency on the FirstLight Network, Customer will receive, at Customer's written request, a service credit equivalent to the period of time from when the Customer notifies FirstLight until the Network Latency is at or below 20 milliseconds continuously for one (1) hour. Customer may obtain no more than one (1) month worth of MRC for service credits for any given month. In no event shall the total amount of credits issued to Customer per month exceed the monthly recurring charges invoiced to Customer for the affected Service for that month.

a) Jitter Service Level. The Jitter Service Level is 5 milliseconds from the hand-off point of FirstLight's circuit with the Customer, through the Customer's Internet port up to the interface between the FirstLight Network and the Internet.

1. After being notified by Customer of Jitter in excess of the rates specified above, FirstLight will use commercially reasonable efforts to determine if excess Jitter exists, identify the source of any excess Jitter, and take corrective action to the extent the source of the excess Jitter is on the FirstLight Network.
2. If FirstLight fails to remedy such Network Jitter within four (4) hours of being notified of any excess Network Jitter Customer will receive, at Customer's written request, a service credit equivalent to the period of the time from when the Customer notifies FirstLight until the Jitter is at or below 5 milliseconds continuously for one (1) hour. Customer may obtain no more than one (1) month worth of MRC for service credits for any given month. In no event shall the total amount of credits issued to Customer per month exceed the monthly recurring charges invoiced to Customer for the affected Service for that month.

b) Packet Delivery Guarantee. The FirstLight Network has an average monthly Packet Loss no greater than 0.01% (or successful delivery of 99.99% of packets).

1. Packet Loss is defined as the percentage of packets that are not successfully transmitted between two adjacent network ports between customer's service demarc to the interface between the FirstLight Network and the transit carrier or peered end point as applicable. FirstLight continuously monitors this aggregate packet loss and compiles the collected data into a monthly average measurement for the FirstLight Network.
2. After being notified by Customer of Packet Loss in excess of 0.01%, FirstLight will use commercially reasonable efforts to determine if excess Packet Loss exists, identify the source of any excess Packet Loss, and take corrective action to the extent the source of the excess Packet Loss is on the FirstLight Network.
3. If FirstLight fails to remedy such excess Packet Loss within four (4) hours of being notified of any excess Packet Loss on the FirstLight Network and average Packet Loss for the preceding 30 days exceeds 0.01%, Customer will receive, at Customer's written request, a service credit equivalent to the period of time when the Customer notifies FirstLight until the average Packet Loss is less than 0.01% continuously for one (1) hour. Customer may obtain no more than one (1) month worth of MRC for service credits for any given month. In no event shall the total amount of credits issued to Customer per month exceed the monthly recurring charges invoiced to Customer for the affected Service for that month.

c) **Internet Services – Service Level Criteria Table**

Availability	Latency (One Way)	Jitter	Packet Loss
99.99% (One-way Trip Basis)	<10 milliseconds	<5 milliseconds	<.01%

6. Specified Service, Term and Pricing. FirstLight shall provide term length and pricing for FirstLight Internet Service in its Service Order. All Service Orders shall be signed by both parties prior to provisioning.

7. Acceptable Use Guidelines. Customer will at all times comply with and conform its use of the FirstLight Internet Service to the FirstLight Acceptable Use Policy (set forth on FirstLight's website at www.firstlight.net), as updated from time to time and incorporated (including any updates) herein by reference.

8. Address Space. FirstLight will assign Internet addresses to Customer based upon ARIN guidelines. Addresses assigned to Customer by FirstLight may only be used while a FirstLight customer. If Customer has a valid address allocation from ARIN, RIPE, or APNIC, Customer may request FirstLight to announce it via BGP.

9. Resale. In the event Customer resells FirstLight Internet Service (a) Customer remains responsible to FirstLight for all of its obligations hereunder including but not limited to all Service Charges and liabilities arising out of or related to such third party usage, (b) notwithstanding any provision in the Agreement, Customer shall indemnify FirstLight for any and all third party claims arising out of or related to such third party usage and (c) Customer agrees to include and shall include terms and conditions within any contract to resell that are substantially similar to the terms and conditions herein and no less restrictive as to such third party. Upon the expiration or termination of this Agreement, neither Customer nor any third-party resale customer of Customer shall have any rights to use the FirstLight Internet Service. Notwithstanding the foregoing, FirstLight is not liable to any third party resale customer of Customer for any claims, losses or damages of any type or nature, (including but not limited to indirect, special, punitive, exemplary or consequential damages) resulting from such third party's use of the Service, and FirstLight shall have no obligations whatsoever to such third party customer of Customer, including but limited to Outage Credits, repairs, troubleshooting, or otherwise.

10. Disclaimer of Third-Party Actions and Control. FirstLight does not and cannot control the flow of data to or from the Network and other portions of the Internet. Such flow depends on the performance of Internet services provided or controlled by third parties. Actions or inactions caused by third parties can produce situations in which Customer connections to the Internet (or portions thereof) may be impaired or disrupted. FirstLight has no control over such situations and cannot guarantee that such situations will not occur and, accordingly, FirstLight disclaims any and all liability resulting from or related to such events. In the event that Customer's use of the Service or interaction with the Internet or such third parties is causing harm to or threatens to cause harm to the Network or its operations, FirstLight shall have the right to immediately suspend the Service.

11. FilteredNet Service.

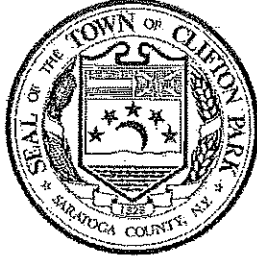
- A. FilteredNet is intended to be part of a solution that conforms to the guidelines set forth in the Children's Internet Protection Act (CIPA). It is ultimately the responsibility of the customer to ensure that CIPA guidelines are followed. Customer shall indemnify FirstLight for any and all claims related to CIPA that arise from the Customer's use of FilteredNet.
- B. FilteredNet includes a device that is located on the customer's premises as part of the overall solution. The device is owned and maintained by FirstLight and is the responsibility of FirstLight to replace if required. Some customers may request to make changes to the software or hardware on this device. Please be advised that FirstLight's responsibility to supply a working device is void as to defects caused by the Customer's actions (or failure to act), the acts of others, or events beyond the control of FirstLight or its partners.

12. DNS Filtering Service.

- A. FirstLight DNS Filtering Service, powered by an industry-leading FirstLight Fiber partner, is a cloud-based security platform at the DNS (domain name system) layer that provides the first line of defense against threats on the Internet by blocking requests to malicious destinations (domains, URLs) before a connection is established. It provides

protection against threats over all ports and protocols, and can protect Internet access across all network devices, office locations, and roaming users.

- B. FirstLight DNS Filtering Service is a best-effort type of service and cannot guarantee that all unwanted traffic will be filtered as expected. FirstLight shall not be responsible for any failure of FirstLight DNS Filtering Service resulting from Customer's misuse or configuration. The customer is responsible for all post-handoff configuration and FirstLight disclaims all responsibility for errors that may allow unwanted web traffic to enter the customer's network. Filtering protection is allocated and applicable only to the contracted public IP addresses.
- C. FirstLight agrees to provide tier one support of the DNS filtering Service for non-functioning services and guidance on how-to configuration steps. Upon delivery of the service, any changes to configuration are the responsibility of the customer administrator. Customer also agrees to utilize the 1-hour training/onboarding support within 30 days of service turn-up and will forfeit onboarding offer after 30 days has transpired.



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 adopting the 2026 Budget for the Town of Clifton Park.

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

WHEREAS, a public hearing was held on the Preliminary Budget on November 6, 2025 to obtain comment from the public regarding the proposed Budget for 2026; and

WHEREAS, the comments of the public have been incorporated into the proposed budget; now therefore be it

RESOLVED, that the 2026 Town of Clifton Park Budget is hereby adopted.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, November 12, 2025 9:33 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 #2369

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

Department: Supervisor
Your Name: M Heggen
Your Email: mheggen@cliftonpark.org
Sponsor: P. Barrett
Agenda Session Date: 11/17/2025 ✓
Board Meeting Date: 11/17/2025 ✓
Alternate Date: 11/17/2025
Budget Number: N/A
Budget Description: N/A
Amount: N/A
Brief Description: Adopt Preliminary Budget for 2026
Add Supporting Docs:
Additional Comments/Details: None
Agree to Terms: Agree

[unsubscribe](#)