



TOWN OF CLIFTON PARK TOWN BOARD MEETING

July 7, 2026

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. Open Public Privilege**
- VII. Business**
 - **Presentation- Girl Scout Gold Award recipient Sophie Cotrell**
 - **Presentation- Josh Dranoff of the Capital District Regional Planning Commission (CDRPC) related to Green House Gas inventory and Plan for the Town**
 - **Public Hearing- 7:05pm: Consider proposed moratorium on the acceptance, review and approval of Data Storage Center applications**
 - **Resolutions for Consideration**
 - **Other Business**
- VIII. Open Public Privilege**

NOTE:

Please check www.cliftonparkny.gov 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 three 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.

IX. Adjournment

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING TO CONSIDER A LOCAL LAW ESTABLISHING 12-
MONTH MORATORIUM ON THE ACCEPTANCE, REVIEW AND APPROVAL OF DATA
STORAGE CENTER APPLICATIONS IN THE TOWN OF CLIFTON PARK

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on Tuesday, July 7, 2026, at 7:05 PM in the Wood-Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York, whereas, the Town Board wishes to consider establishing a 12- month moratorium on the acceptance, review and approval of Data Storage Center applications in the Town of Clifton Park.

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

Caitlin Fantini,
Clifton Park Town Clerk

LOCAL LAW NO. OF 2026

A LOCAL LAW ESTABLISHING A TEMPORARY MORATORIUM ON DATA STORAGE CENTERS

I. Section. Title

This Local Law shall be known as:

"A Local Law Establishing a Temporary Moratorium on Data Storage Centers within the Town of Clifton Park."

II. Legislative Findings and Purpose

The Town Board finds that:

1. Data storage centers represent a rapidly emerging land use with potential impacts on infrastructure, environment, and land use compatibility;
2. Existing zoning regulations do not adequately address these uses;
3. Immediate development could undermine future planning efforts;

Accordingly, the Town enacts this moratorium to preserve the status quo pending zoning and policy updates.

III. Definitions

Data Storage Center / Data Center:

A building or group of buildings used primarily for the storage, processing, and distribution of digital information using computer servers and related infrastructure, including cooling systems and power supplies.

IV. Moratorium Imposed

For a period of 360 days, the Town shall:

- Suspend acceptance of applications for:
 - o Site plan approval
 - o Special use permits
 - o Subdivision approvals
 - o Building permits
- Suspend approvals for Data Centers by:

- o Planning Board
- o Zoning Board of Appeals
- o The Department of Building & Development

V. Applicability

Applies Town-wide to all zoning districts.

VI. Exemptions

This moratorium shall not apply to:

- Projects with valid, final approvals issued prior to the effective date
- Routine maintenance or interior alterations

VII. Hardship Relief

The Town Board may grant a waiver upon a showing that:

- The moratorium causes undue hardship; AND
- The proposed project will not frustrate the purpose of this law

VIII. Duration

This moratorium shall expire 12 months from the effective date unless extended.

IX. SEQR Compliance

This action is subject to SEQR review. The Town Board has issued a Negative Declaration for the Temporary Moratorium which is classified as a Type I Action-pursuant to SEQRA.

X. Supersession

This Local Law supersedes any inconsistent provisions of the Town Code and Town Law to the extent necessary.

XI. Severability

If any part is invalid, remaining sections remain in effect.

XII. Effective Date

This Local Law shall take effect upon filing with the Secretary of State.

Resolutions for Consideration
Clifton Park Town Board Meeting
July 7, 2026

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Planning	Adopt Local Law No. ___ of 2026, related to establishing a 12-month moratorium on Data Storage Center applications	A. Reid
2. Planning	Authorize payment to National Grid for make ready work associated with installation of new streetlights at various locations in Town	P. Barrett
3. Buildings & Grounds	Authorize AC/DC Line Construction to supply and install a new aluminum light pole that was damaged from a 2025 car accident on Clifton Country Road	P. Barrett
4. Buildings & Grounds	Authorize AFSCO Fence to install a new entry control system at the Town Transfer Station	P. Barrett
5. Buildings & Grounds	Authorize emergency tree removal of triple pine tree behind 731 Grooms Road by Buddy's Tree Service	P. Barrett
6. Sewer	Authorize awarding of Dutch Meadows Pump Station upgrades bid to W20 Pump and System Services	P. Barrett
7. Senior Center	Authorize purchase of a new Toshiba e-STUDIO3025AC copier/printer	P. Barrett
8. Building & Development	Authorize addition of Fire Code Enforcement Officer to the list of Town positions and authorize posting of position	P. Barrett
9. Town Board	Authorize settlement of litigation between the Town and Civil Service Employees Association (CSEA)	M.Fantini
10. Town Board	Authorize engagement of a civil engineering firm to prepare a plan to increase the number of parking spaces at the Clifton Park Senior Community Center	Z. Manir

11. Town Board	Authorize appointment of Stacy Simmons to the Clifton Park Tree Committee	Z. Manir
12. Town Board	Schedule a Public Hearing for Tuesday, July 21, 2026 at 7:02pm related to extending the cannabis cultivation moratorium	P. Barrett
13. Town Board	Authorize establishment of a code of conduct for public privilege during all Town meetings	N.Bellamy
14. Town Board	Schedule a Public Hearing regarding proposed Eastside Drive Water District on July 21, 2026 at 7:05pm	P. Barrett
15. Town Board	Authorize preparation of a Town Climate Action Plan with no-cost assistance from the Capital District Regional Planning Commission (CDRPC)	Z. Manir
16. Town Clerk	Authorize issuance of a Mass Gathering Permit to Cirque Entertainment III, LLC for shows at Clifton Park Center July 10-13, 2026	C.Fantini



RESOLUTION

#1

PHILIP C. BARRETT
Supervisor

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AGATHA REID
Councilwoman

ZABED MANIR
Councilman

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NANCY R. BELLAMY
Councilwoman

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MARIO L. FANTINI
Councilman

Resolution No. ___ of 2026, a resolution adopting Local Law No. ___ of 2026 establishing a 12-month moratorium on Data Storage Centers.

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

WHEREAS, the Town Board of the Town of Clifton Park seeks to evaluate the potential impacts associated with Data Storage Centers, including but not limited to infrastructure demands, environmental considerations, and land use compatibility; and

WHEREAS, the Town Board has determined that a temporary moratorium on the acceptance, processing, and approval of applications for Data Storage Centers is necessary to preserve the status quo while the Town evaluates and considers potential amendments to its zoning regulations; and

WHEREAS, the proposed moratorium constitutes a reasonable and necessary interim land use control enacted for the purpose of protecting the public health, safety, and welfare; and

WHEREAS, the Town Board has undertaken all required procedural steps in connection with the adoption of the proposed Local Law, including compliance with the State Environmental Quality Review Act (SEQR), referral to the Saratoga County Planning Board pursuant to General Municipal Law §239-m, and the holding of a duly noticed public hearing; now, therefore, be it

RESOLVED, that the Town Board of the Town of Clifton Park hereby adopts Local Law No. ___ of 2026, establishing a 12-month moratorium on the siting, acceptance, review, and approval of applications for Data Storage Centers within the Town; and be it further

RESOLVED, that the Town Board issues a Negative Declaration pursuant to SEQR for the adoption of this Local Law; and be it further

RESOLVED, that the Town Clerk is hereby authorized and directed to file the adopted Local Law with the New York State Secretary of State and to maintain all official records related thereto; and be it further

RESOLVED, that the Town Board hereby directs Town staff and consultants to undertake a review of existing zoning regulations, infrastructure capacity, and related planning considerations, and to prepare any recommended amendments for the Town Board's consideration during the moratorium period; and be it further

RESOLVED, that this resolution shall take effect immediately.

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IX. SEQR Compliance

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X. Supersession

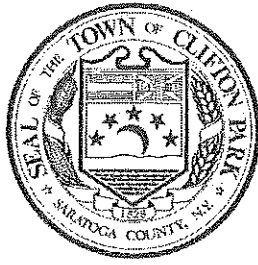
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RESOLUTION

#2

PHILIP C. BARRETT
Supervisor

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AGATHA REID
Councilwoman

ZABED MANIR
Councilman

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NANCY R. BELLAMY
Councilwoman

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MARIO L. FANTINI
Councilman

Resolution No. ___ of 2026, a resolution authorizing payment to National Grid for make-ready work associated with installation of new streetlights at various locations within the Town of Clifton Park.

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

WHEREAS, the Town of Clifton Park has initiated a project to install new municipal streetlights at various locations throughout the Town; and

WHEREAS, National Grid has reviewed and approved the make-ready work required to accommodate the installation of streetlight attachments on its distribution poles under Work Request No. 31004893; and

WHEREAS, the make-ready work includes necessary infrastructure modifications at multiple locations including, but not limited to, Tanner Road, Emerald Terrace, Prospect Point Lane, Penfield Drive, Placid Pines Court, and Honey Hollow Way; and

WHEREAS, National Grid has provided correspondence dated from its Telecommunications Attachments Group identifying the total in-house make-ready cost in the amount of \$21,288.87; and

WHEREAS, pursuant to said correspondence, the Town is required to remit payment in order for National Grid crews to proceed with the assigned make-ready work; and

WHEREAS, sufficient funds are available in the Assigned Fund Balance, SL-00915 (Lighting District – Assigned Fund Balance); now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the Supervisor to approve payment to National Grid in the amount of \$21,288.87 for make-ready work associated with new streetlight installations under Work Request No. 31004893; and be it further

RESOLVED, that said payment shall be made with a transfer from SL-00915 to SL-5182-200 (Lighting District – Lighting District - Equipment).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, June 15, 2026 2:23 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagnello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #3210

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

Department: Planning Department

Your Name: John Scavo

Your Email: jscavo@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 06/16/2026 ✓

Board Meeting Date: 07/07/2026 ✓

Alternate Date: 07/21/2026

Budget Number: A-5182-200

Budget Description: Lighting District – Equipment

Amount: 21288.87

Brief Description: Electrification final connection costs for National Grid to power each location where the Town Board authorized the installation of LED Streetlighting equipment at certain intersection per Resolution 230 of 2025. Equipment has been installed and is awaiting final electrification connections by National Grid which will happen once payment is received to do such.

Add Supporting Docs:

[6a36197ec7f778e0_Resolution_No.docx](#)

[53b235e7f0601aae_31004893-_In-House-Make Ready_Letter_.pdf](#)

[11331505e587e6da_FINAL_-_WR_31004893_EX5.xlsx](#)

Additional Comments/Details: N/A

Agree to Terms: Agree

[unsubscribe](#)



NY Telecommunications
Attachment Group

WR# 31004893

Application Number: Clifton Park SL Installations 6 poles

Make Ready Cost: \$21,288.87

National Grid's Central Distribution Design Sr Engineer has reviewed and approved the Make-Ready work scope submitted by Osmose for the **TOWN OF CLIFTON PARK**. Distribution application referenced above and the Area Resource Coordinator (ARC) has assigned all resultant make-ready work to National Grid Electric Overhead Line crews.

You will be receiving, under separate cover, a National Grid Invoice for the total amount referenced above IN-HOUSE make-ready costs.

Please submit your payment to:

National Grid
P.O. Box 29805
New York, NY 10087-29805

If you have any questions on this, please contact me at the phone number shown below

Sincerely,

Diane Norris
Telecommunications Attachments Group
781-907-3433

40 Sylvan Rd
Waltham, Ma 02451
Tel: 781-907-5252



RESOLUTION

#3

PHILIP C. BARRETT
Supervisor

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AGATHA REID
Councilwoman

ZABED MANIR
Councilman

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NANCY R. BELLAMY
Councilwoman

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MARIO L. FANTINI
Councilman

Resolution No. ____ of 2026, a resolution authorizing the replacement of an aluminum streetlight pole on Clifton Country Road.

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

WHEREAS, on 7/15/2023 a resident's vehicle struck a streetlight pole on Clifton Country Road, causing damage that required the replacement of the streetlight pole and double davit arms, and

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

WHEREAS, by Resolution No. 117 of 2026, the Town Board authorized acceptance of the proposals from AC/DC Line Construction, Elizaville, NY, 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 AC/DC Line Construction, as one of the Town's contractor for streetlight repairs, for the replacement of the damaged streetlight pole, including two (2) light arms and two lights, pursuant to an invoice for \$8,950 dated 6/01/2026, attached; now, therefore, be it

RESOLVED, that Mr. Clemens is authorized to hire AC/DC Line Construction to replace the damaged Clifton Country Road streetlight pole, complete with matching double davit arm; and be it further

RESOLVED, that the Comptroller is authorized to pay the amount of \$8,950 to AC/DC Line Construction from SL-5182-24 (Special Districts – Lighting – Maintenance).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, June 3, 2026 1:31 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #3185

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: 06/16/2026
Board Meeting Date: 07/07/2026
Alternate Date: 07/21/2026
Budget Number: SL-5182-24
Budget Description: Lighting - maintenance
Amount: \$8,950
Brief Description: Authorize AC/DC Line Construction to supply and install one new aluminum lightpole, 2 light arms, and 2 lights on Clifton-Country Road.

Light was hit by a car and everything was destroyed.

Add Supporting Docs:

[29bf11ffeaa7e012_CCR_streetlight_replacement - ACDC Line Construction - quote 6.2.26.pdf](#)

Additional Comments/Details: AC/DC Line Construction is the Towns contractor - resolution # 117 of 2026

Insurance claim

Agree to Terms: Agree

[unsubscribe](#)

Resolution No. 117 of 2026, a resolution accepting proposals from AC-DC Line Construction and DLC Electric, LLC for the electrical repair and maintenance of Town-owned streetlights.

Introduced by Councilman Manir, 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, and 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, two (2) quotes were received with AC-DC Line Construction, Elizaville, NY, submitted the lowest conforming quote, in categories as listed on the attached quote cover sheet, and 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 Dan Clemens to retain AC-DC Line Construction 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; and be it further

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

ROLL CALL VOTE

Ayes: Councilwoman Bellamy, Councilman Fantini, Councilman Manir, Councilwoman Reid, Supervisor Barrett

Noes: None

DECLARED ADOPTED

April 7, 2026

Caitlin Fantini, Town Clerk

ESTIMATE



AC/DC Line Construction

41 Hull Road
Elizaville NY ,12523

BILL TO

Town Of Clifton Park
#1 Town Hall Plaza
Clifton Park, NY 12065

ESTIMATE #

262

ESTIMATE DATE

06/01/2026

DESCRIPTION	AMOUNT
<p>Scope of Work</p> <ul style="list-style-type: none"> -Supply and install one new P&K aluminum streetlight pole complete with matching double davit arm to match the existing poles currently installed along Clifton Country Road. -Supply and install (2) new LED streetlight fixtures. -Supply and install all new wiring from the pole base to each fixture. -Supply and install one new breakaway base assembly. -Install and secure new pole assembly to the existing foundation and anchor bolt assembly. <p>Assumptions / Exclusions</p> <ul style="list-style-type: none"> -Proposal assumes the existing concrete foundation and underground base anchor system were not damaged from the previous incident. -Existing foundation will be leveled as necessary utilizing spacer washers at the breakaway base assembly. -Any unforeseen underground damage, damaged anchor bolts, conduit damage, or foundation replacement requirements are excluded from this proposal and would be addressed as additional work if required. 	8,950.00

TOTAL \$8,950.00

Thank you | Thank You!

T & J Electrical Solutions, LLC
419 Route 146
Clifton Park, NY 12065
(518) 406-3046
FAX (518) 406-3195

PROPOSAL

TO: Town of Clifton Park

ATTN: Dan

DATE: 9/4/25

RE: Damaged Light Pole

Per your request T & J Electrical Solutions proposes to supply & install all labor and materials to complete the following scope of work.

1. Remove existing aluminum base
2. Supply & install new 30' pole with 10' arms
3. Supply & install 2 new heads to match existing damaged heads
4. Make final connections to new pole
5. Remove old pole from the site

Total Cost 14,500.00\$

Price Excludes

1. Sales Tax
2. Nodes

submitted by *Joseph Sestito* Managing Partner



T&J Electrical Associates, LLC

419 Route 146
 Clifton Park, NY 12065
 Phone: (518) 406-3046
 Fax: (518) 406-3195

Invoice

Invoice Number	47697
Invoice Date	7/21/2023

Bill To: Town Of Clifton Park
 Town Of Clifton Park
 1 Town Hall Plaza
 Clifton Park, NY 12065

Re: Clifton Park Maintenance
 Town Of Clifton Park
 1 Town Hall Plaza
 Clifton Park, NY 12065

Our Job No	Date Completed	Customer PO	Payment Terms	Due Date
4133	7/21/2023	N/A		7/21/2023

Work Requested

A vehicle hit one of the streetlights on Clifton Country Road Saturday evening. Attached are some photos. It is the southern most light, closest to CP Center. The light and node are both destroyed. Not sure about the base, it doesn't look good. The power may still be on, a cone was placed over the hole.

Description Of Repair

Techs troubleshot damage, replaced pole head.

Date	Description	Quantity	Unit Price/Rate	Ext. Price
7/21/2023	Labor/travel	22.00	165.00	3,630.00
7/21/2023	materials/fuel	1.00	853.30	853.30

Subtotal	\$	4,483.30
Sales Tax (if applicable)	\$	0.00
Total Due	\$	4,483.30

Thank you for your business!



RESOLUTION

#4

PHILIP C. BARRETT
Supervisor

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AGATHA REID
Councilwoman

ZABED MANIR
Councilman

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NANCY R. BELLAMY
Councilwoman

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MARIO L. FANTINI
Councilman

Resolution No. _____ of 2026, a resolution accepting the quote from AFSCO Fence for installation of a new entry system at the Town Transfer Station.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks and Recreation, recommends a new entry system for the Transfer Station as the current system has had consistent problems with the gate remaining open and not programming correctly, and

WHEREAS, quotes were received on June 10, 2026, and Mr. Clemens recommends accepting the quote from AFSCO Fence, as the lowest conforming quote, in an amount not to exceed \$5,300, and

WHEREAS, there are funds available in Budget line A-8160-200 (General Fund – Solid Waste Management – Equipment); now, therefore, be it

RESOLVED, that the Supervisor is hereby authorized to enter into an agreement with AFSCO Fence, Queensbury, NY, to supply and install a new entry system at the Town Transfer Station, at a cost not to exceed \$5,300, to be paid from A-8160-200 (General Fund – Solid Waste Management – Equipment).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, June 10, 2026 12:40 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagnello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #3199

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: 06/16/2026 ✓

Board Meeting Date: 07/07/2026 ✓

Alternate Date: 07/21/2026

Budget Number: A-8160-200

Budget Description: General Fund - Solid Waste Management - CTS Equipment

Amount: \$5,300.00

Brief Description: Authorize AFSCO Fence to install a new entry system on the gates to the transfer station

Add Supporting Docs:

[d0fdf45558006bd2_transfer_station_gate_control_res_packet_6.10.26.pdf](#)

Additional Comments/Details: The gates current system has had repeate dproblems with staying open and not programing correctly. The hardware of the gate will remain, this is a new operating system only.

Agree to Terms: Agree

[unsubscribe](#)

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: June 10, 2026

**Description: Replace entry control system on the
transfer station gates**

Vendor #1: Center For Security - \$11,144.00

Vendor #2: Access Anvil - \$5,859.47

Vendor #3: AFSCO Fence - \$5,300.00 *JK*

Vendor #4:

Vendor #5:

Vendor #6:

**Comments: current system is having intermittent problems
gates stay open**

Decision: AFSCO Fence - \$5,300.00

Center for Security

Tom Walsh - Scott Hogan

1659 Route 9

Clifton Park, New York 12065

518-274-0046 518-383-5329

shop@centerforsecurity.com

www.centerforsecurity.com

June 9, 2026

Town of Clifton Park
Transfer Station

Enclosed herein, please find a quotation for Center for Security to supply and install a long-range reader on the outside of the main gate that will be tied into the existing Keri card access system. All other entry features and overrides will be left in place. Reader will read adhesive windshield label from vehicle that will activate gate.

1- NXT Two Door Control Board
1- NEMA Enclosure
1- UPS
1- Power Supply
1- Relay
100- Adhesive Windshield Labels
1- Spec Wall Mount Kit
1- Spec ODSP Long Range Reader with Integrated Antena
Prevailing Labor to Install
Service Call to Location

Total \$11,144.00
Add Tax if Applicable

We require a 50% down payment upon acceptance of quotation and balance in full is due at time of completion of work. Should you have any questions, please feel free to contact our office at any time. We look forward to hearing from you at your earliest convenience.

Estimated by:
Scott Hogan

Please sign and email back to shop@centerforsecurity.com upon acceptance of quotation.

Signature _____

Date _____



Access Anvil Corp.

Mailing Address
Po Box 98
Schuylerville, NY 12871
Office: (518) 383-0500
Fax: (518) 992-5140

Physical Address
109 General Fellows Road
Greenwich, NY 12834

Quote #: AAC3343
Date: 6/1/2026
Sales: JM

Sales Order #:
Work Order #:
Cust. Purch. Order #:

Project:
Name: Town Of Clifton Park
Address: 217 Visher Ferry Rd.
Rexford, NY 12148
State: New York

County: Saratoga

Sales No
Use No
Cap. Imp. No
Exempt Yes
Prevailing Wage Yes

Quote To:
Attention: Kieran Lynch
Address: 2 Town Hall Plaza
Clifton Park, NY 12065
Phone: 518-371-7989
Cell: 518-888-4779
Email: klynch@cliftonpark.org

PROJECT DESCRIPTION

A-Re: Replacement Access Control System
We propose to furnish and install (1) AA1MLPE-VZN Watchman W480 8" Brilliant Touchscreen QR Code and SmartScreen Enabled Wiegand Access Control Built In ID Reader AC Power with 12 Volt DC Power Supply 2 Way Audio and Live Streaming Video 120 3MP Internal Camera. Also a Wiegand receiver will be add to cell gate system for (5) 26 Bit Wiegand transmitters. Existing wiring will be reused. Conduit runs will be done by others(if needed). All final terminations and wire pulls will be done by ACCESS ANVIL.

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
	Access Control System		\$ 5,859.47
		7% Applicable Tax	
		Total	

Quote is Valid for: 30 Days
Our Price is Predicated Upon Receipt of Entire Order
Lead Time: 2-4 Weeks

EXCLUSIONS

Taxes if not Directly Given, Site Survey, Permits, Design and Engineering of Any Kind Unless Noted Otherwise, Bonding Fees (Available Upon Request at an additional Charge), As-Built Drawings (Available Upon request at an additional charge), Rock Excavation, Core Drilling, Grout, Signs, Locks, Clearing, Grubbing, Grounding, Fence Removal, Union Labor, Electrical Systems, Layout, Traffic Control, Final Restoration, Cutting and Patching, Removal of Excavation Spoils, Private Utility Marking, Winter Conditions, Concrete and Asphalt Restoration, Concrete Curbs, Expansion Joints, Cat Walks, Any Material or Labor not specifically listed above.

TERMS



25% Mobilization deposit. Net 30 at receipt of invoice and subject to approval of Access Anvil Corp credit department. In addition to the amount above, there will be a finance charge at the rate of one and one-half percent (1 1/2%) per month on all balances over thirty (30) days old. Customer agrees to pay reasonable attorney fees in the event that any balance due after thirty (30) days is referred to an attorney for collection. Access Anvil Corp may withhold future shipments and/or work due to invoice payments being past due.

If, during the performance of this contract, the price of materials significantly increases, through no fault of Access Anvil Corp., the price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. As used herein, a significant price increase shall mean any increase in price exceeding 10% experienced by Access Anvil Corp. from the date of contract signing. Such price increases shall be documented through quotes, invoices or receipts. Where the delivery of material is delayed, through no fault of Access Anvil Corp., as a result of the shortage or unavailability of materials, Access Anvil Corp. shall not be liable for any additional costs or damages associated with such delay(s).

Reasonable additional, unexpected costs directly related to an existing, concealed condition that may be revealed during construction, shall be the sole responsibility of the Customer. Access Anvil Corp. shall not be held responsible for reasonable delays caused by such conditions.

FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing obligation under this Agreement that is due to any of the following clauses, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts of omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

Best Regards,
Jackson Merced

Accepted By: _____
Title: _____
Date: _____
PO: _____



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Account Name	Town of Clifton Park	Created Date	6/1/2026
Billing Address	1 Town Hall Plaza New York 12065 United States	Quote Number	00005220
Prepared By	Alex Pope	Job Name	Access Control Upgrade
Email	alex.pope@promaxfence.com	Job Site Address	217 Vischer Ferry Road New York 12148 United States

We respectfully submit our quotation for the following:

Line Item Name	Line Item Price
Access Control upgrade - CellGate Watchman W480	\$5,300.00

Notes

Furnish and install one (1) CellGate Watchman W480 Cellular LTE keypad with built in access control system and features such as; QR code reader, proximity card/tag reader, 8 in. touch screen, 1 way video intercom. 2 way audio intercom, phone directory, and built in camera.

This keypad will be a replacement for the currently existing unit. AFSCO will re-use wiring between the existing and the gate operator control board. AFSCO will require an outlet be made available inside of the gate operator for plugging in of CellGate specific power supply. Outlet provided by others. Programming of new CellGate access control system by OTHERS. AFSCO will initially train admin users how to use the CellGate TrueCloud Connect access control system.

Furnish and install one (1) Linear WOR - (Wiegand Output Receiver) to allow for the use of Linear block-coded transmitters (garage door opener style) to be programmed via the access control system.

Furnish and install five (5) Linear MT-1B single button transmitters.

In an effort to minimize price increases due to market volatility Pro Max Fence will require the following

- Maximum 2 week turnaround on submittals from date they are received by contractor
- Pro Max will be permitted to invoice for stored material

Payment Schedule: Net 30 Days

Proposal Grand Total \$5,300.00

Note: Due to the current volatility of certain materials this proposal may be withdrawn after 14 days and may be subject to escalation costs.

Authorized Signature: _____
Pro Max Fence Systems, LLC.

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 or account will be subject to late fees at 18% per annum.

Acceptance Date: _____

Authorized Signature: _____
(Customer)

Permits: Customer assumes full responsibility for obtaining any permits or legal permission for construction of fence. Property lines: Customer assumes full responsibility for marking any existing underground wires, pipes, and cables. Customer is also responsible for property locating and marking any property lines or boundaries which may be involved in construction of fence. Guarantee: Pro Max Fence Systems, LLC backs its workmanship and fully guarantees it for a period of one year. This guarantee is subject to exception in cases of damage due to willful destruction, accidental destruction, or acts of nature. Digging Clause: Quotation is based upon digging earth. Rock and buried concrete will be charged at an extra cost. This contract is legal and binding upon receipt of customer's signature.

Terms and Conditions



Ph: 518.792.7076 | Address: 34 Big Boom Road, Queensbury, NY 12804 | afsco-fence.com

1. **Offer and Acceptance.** This Purchase Order is an offer by Pro Max Fence Systems, LLC ("Pro Max") to Customer identified on the cover page, Proposal, or addendum attached hereto and is not an acceptance of any other prior offers made by Customer to Pro Max. Acceptance of this Purchase Order is expressly limited to these terms. The Proposal, these Terms and Conditions, and any addenda attached hereto constitute the contract between the parties (the "Contract"). Under no circumstances shall any terms and conditions contained in the Customer's business forms become a part of this Contract, regardless of whether the terms are consistent or inconsistent with the Contract. Upon acceptance by Customer, this Contract shall be the final, entire Contract between Customer and Pro Max, superseding all previous communications, either verbal or written. All specifications, drawings, and data submitted to Customer by Pro Max are incorporated into this Contract. This Contract may be modified only by a writing signed by an authorized representative of Pro Max and Customer.
2. **Scope of Work.** Pro Max will provide all of the necessary labor, materials, and equipment to perform the work identified in the Contract (the "Work"). Any work not contained in the Contract will constitute a change for which Pro Max is entitled to an increase in the Contract Sum and/or an extension of Contract Time (both defined below). Any changes that increase or reduce the Work must be approved, in writing, by Pro Max and Customer before they are incorporated into the Contract (a "Change Order"). Customer should not assume that unit prices contained in the Contract will be used to determine Change Order amounts. Customer understands that Pro Max may issue a stop work order if any change order is not accepted by Customer that is integral to Pro Max's completion of the Work.
3. **Contract Sum.** Pro Max agrees to perform the Work for the sum listed in the Contract, subject to additions and deductions as provided within this Contract (the "Contract Sum"). The Contract Sum only includes the Work specified in the Contract. The Contract Sum is based upon current costs for materials as of the date of this Contract. Customer acknowledges and agrees that in the event of an unanticipated delay in availability or delivery or price increase/escalation for material, equipment and/or energy occurring during the performance of the Contract, which occur through no fault of Pro Max, Pro Max is entitled to an increase in the Contract Sum and/or Contract Time. Pro Max is also entitled to an increase in the Contract Sum for any additional costs incurred for any increases in tariffs relating to the material utilized for the Contract. Should interruptions or delays occur after the Work has begun, which occur through no fault of the Pro Max, Pro Max is entitled to an increase in the Contract Sum and/or Contract Time.
4. **Contract Time.** Work will begin promptly after Pro Max's receipt of a written notice to proceed and shall proceed in accordance with the terms of this Contract to completion (the "Contract Time"). The Contract Time shall be extended due to: any changes in the Work; acts or omissions of Customer and/or third parties; events that are beyond Pro Max's reasonable control; and as otherwise contained in this Contract.
5. **Differing Site Conditions.** This Contract is based upon Pro Max digging earth. If conditions encountered at the Work site (the "Premises") differ from those ordinarily found to exist and generally recognized as inherent in the Work or from those represented by Customer to exist, including, but not limited to the existence of rock, water, and concrete, Pro Max will notify Customer before the conditions are disturbed. Customer will promptly investigate such conditions and, if they differ as stated above and cause an increase or decrease in Pro Max's Contract Sum and/or Contract Time, Customer agrees Pro Max is entitled to an equitable adjustment in the Contract Sum and/or Contract Time.
6. **Equipment.** Any equipment supplied by Pro Max within the scope of its Work to the Customer for the Customer's end use (the "Equipment") shall be operated in a proper manner and in compliance with all applicable laws and government regulations, insurance policy requirements, manufacturer's instructions, warranty requirements, and operation requirements identified in the Contract or otherwise provided with the Equipment. Customer shall pay all expenses associated with its operation of the Equipment, including, but not limited to, any license fees, registration fees, assessments, and other use charges. If the Equipment is being serviced by Pro Max, upon advanced, written notice to Customer, Pro Max may enter into the Premises for the purpose of inspecting the installed Equipment and observing its use. Customer will take all necessary steps to facilitate Pro Max's access to the Equipment. Pro Max agrees to abide by any safety protocols at the Premises when accessing the Equipment under this Contract. Customer will allow Pro Max to service the Equipment on days and times scheduled between the parties. The cost of any unscheduled service will be paid by Customer at then-prevailing rates. Customer agrees that service rates may be increased from time to time, and Customer agrees to pay for such increases as shown on Pro Max's invoices. If Pro Max is unable to service the Equipment due to Customer's failure to make it accessible, Pro Max is not responsible for any damages that accrue therefrom. Customer agrees to pay for service calls made necessary by such failures and agrees to pay Pro Max at the then-prevailing rates for waiting and/or standby time when Equipment is made inaccessible for service. If the Equipment is being serviced by Pro Max, Customer shall use the material and Equipment installed by Pro Max (if any) solely at the Premises. Should Customer wish to move the Equipment from the Premises, Customer shall notify Pro Max, in writing. All maintenance on the Equipment shall be performed by Pro Max at Customer's cost and expense. Customer shall keep the Equipment in good repair, condition, and working order and promptly advise Pro Max of any maintenance needs. Customer shall maintain all Equipment in accordance with all OSHA regulations and ANSI standards. Customer shall notify Pro Max immediately and discontinue use of Equipment if it becomes unsafe or in disrepair for any reason.
7. **Customer's Responsibilities.** Customer shall be responsible for the following: (1) obtaining all permits, variances, any other legal requirements and/or approvals for the Project; (2) marking and staking any existing underground utilities or subsurface items in the area of the Work; (3) marking and/or surveying any property lines or boundaries for the Project; (4) removing any existing fences, bushes, shrubs, trees, or other obstructions required for Pro Max to complete the Work; (5) obtaining permission from adjacent or neighboring landowners required for Pro Max to complete the Work; and (6) any other responsibilities that may be reasonably implied by this Contract and the nature of the Work. Customer assumes responsibility for the structural soundness of walls, floors, and any other structures which are to act as support for the Work. Pro Max's warranty for the Work, as described herein, shall be null and void if Customer attaches anything to the Work. Upon the termination or expiration of the Contract, Customer shall, at its sole cost and expense, immediately return the Equipment in the same condition as received (with reasonable wear and tear resulting from proper use expected) to such location as Pro Max designates. To the extent Equipment or materials must be delivered prior to installation, Customer shall provide Pro Max with a safe and secure place to store such Equipment and materials. The stored Equipment and materials shall be the sole responsibility of Customer.
8. **Payment.** Unless otherwise identified in the Contract, Pro Max will issue invoices on a monthly basis. Customer shall pay invoices within 30 days of receipt. Notwithstanding the foregoing, Customer shall pay Pro Max interest at the rate of 1 ½ % per month (18% per annum) on all payments that are not made in a timely manner. Customer agrees that any Equipment and materials not paid for which are used on the Project



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shall remain the property of Pro Max until paid for in full by Customer. Customer further agrees that, with five (5) days advance notice to Customer, Pro Max shall have the right to enter the Customer's property to take down and remove any materials and/or Equipment not paid for. It is further understood and agreed to by Customer that any sum not paid for by Customer for Pro Max's Work shall be subject to a mechanics' lien being placed on Customer's property in accordance with applicable lien laws.

9. **Insurance.** At its sole cost and expense during the Contract Time, Customer shall maintain the following insurance on a primary and non-contributory basis through license insurers: (a) insurance against the loss or theft of or damage to the Work, for its full replacement value, naming Pro Max as the loss payee; and (b) commercial general liability insurance or umbrella liability insurance providing coverage for ongoing operations, completed operations, and contractual liability with limits of coverage not less than \$1,000,000 each occurrence and \$1,000,000 general aggregate. Pro Max Fence Systems, LLC shall be named as additional insureds on all required policies. Customer shall provide Pro Max with certificates and endorsements evidencing coverage as provided under this section. Customer shall provide Pro Max with 30 days prior written notice of cancellation or material change of the insurance covered by any certificate and endorsement. To the extent permitted by law, Customer waives on its behalf and on behalf of its insurers or anyone claiming by, through, or under its behalf the right of subrogation against Pro Max or its employees, agents, representatives, or insurers.

10. **LIMITED WORKMANSHIP WARRANTY.** Pro Max expressly warrants that the Work supplied will be: in conformity with Customer's specifications, drawings, data, or Pro Max's samples; of good workmanship; free from all defects in material, design, workmanship, and construction; be merchantable; and fit for the purposes intended and articulated to Pro Max prior to the commencement of the Work (the "Warranty"). This Warranty spans for a period of 1 year from the date the Work was substantially completed by Pro Max (the "Warranty Period"). With respect to any defect during the Warranty Period, Pro Max will, in its sole discretion, either repair or replace the defective Work. This Warranty is subject to an exception in cases of damage due to Customer's or another third-party's willful destruction, accidental destruction, or acts of nature. **THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.**

CUSTOMER INITIALS: _____

11. **EQUIPMENT WARRANTY DISCLAIMER.** EXCEPT AS PROVIDED IN THIS CONTRACT, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS PROVIDED ON AN "AS IS," "WHERE IS," AND "WITH ALL FAULTS" BASIS. CUSTOMER WILL BE SOLELY RESPONSIBLE AND LIABLE FOR: (A) INSPECTING THE EQUIPMENT (INCLUDING, BUT NOT LIMITED TO, ITS CONDITION, CONSTRUCTION, DESIGN, AND QUALITY) PRIOR TO AND DURING ITS USE AND OPERATION; (B) DETERMINING WHETHER THE EQUIPMENT IS IN GOOD WORKING ORDER AND SUITABLE FOR ITS INTENDED USE; AND (C) ANY INJURY, DEATH, OR PROPERTY DAMAGE (INCLUDING, BUT NOT LIMITED TO, DAMAGE TO THE EQUIPMENT) THAT ARISES OUT OF CUSTOMER'S NEGLIGENT OR OTHERWISE TORTIOUS ACTS OR OMISSIONS IN THE USE OR OPERATION OF THE EQUIPMENT, EXCEPT THAT CUSTOMER SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY CLAIM OR MATTER TO THE EXTENT IT WAS CAUSED BY A LATENT DEFECT OR CONDITION IN THE EQUIPMENT OR TO THE EXTENT IT WAS CAUSED BY PRO MAX'S NEGLIGENT OR TORTIOUS CONDUCT. PRO MAX REPRESENTS AND WARRANTS THAT IT KNOWS OF NO DEFECTS, DAMAGE, OR EXCESSIVE WEAR TO THE EQUIPMENT. OTHER THAN AS PROVIDED ABOVE, PRO MAX MAKES NO WARRANTY OF ANY KIND ABOUT THE EQUIPMENT AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE ABOUT THE EQUIPMENT OR CUSTOMER'S USE AND OPERATION OF THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, THE DESIGN, CAPACITY, SUITABILITY, OR PERFORMANCE OF THE EQUIPMENT, AND THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE.

CUSTOMER INITIALS: _____

12. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, ARISING OUT OF THIS CONTRACT OR CUSTOMER'S USE OF THE EQUIPMENT. THE MAXIMUM AMOUNT OF PRO MAX'S LIABILITY TO CUSTOMER UNDER THIS CONTRACT SHALL BE LIMITED TO THE CONTRACT SUM.

CUSTOMER INITIALS: _____

13. **Indemnification.** Customer agrees to indemnify, defend, and hold harmless (collectively, "Indemnify") Pro Max, its parent companies, affiliates, and subsidiaries and each of their directors, officers, employees, agents, and assigns (collectively, "Indemnitees"), from and against any and all claims, demands, costs, losses, liens, liabilities, lawsuits, or other proceedings of any kind or nature, including, but not limited to, personal injury, death, and property damage, brought or threatened by a third party, including, but not limited to, an Indemnitee's and the Indemnifying Party's employees, contractors, or agents, and to pay all of each Indemnitee's costs and expenses, including, but not limited to, any judgment, amounts paid in settlement, fines, penalties, forfeitures, reasonable attorneys' fees, experts' fees, and court costs, through final appeal, to the extent arising out of, resulting from, or caused by Customer's: (a) negligent acts, errors, omissions, intentional misconduct, fraud, gross negligence, or willful misconduct of Customer or any of its employees, subcontractors, agents, or others for which it is responsible for, either active or passive; (b) failure to comply with any law; (c) failure to properly maintain or operate the installed Work; or (d) failure to properly follow and abide by Pro Max or manufacturer's instructions or recommendations in the maintenance or operation of the installed Work. Customer will not be liable for any personal injuries, death, or property damage to the extent that it is caused by an Indemnitee's breach of this Contract, negligence, gross negligence, willful misconduct, or violation of the law. Customer's obligation to Indemnify any Indemnitee shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable under any worker's or workers'



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compensation acts, and Customer will Indemnify any Indemnitee for any indemnified claim arising out of injuries to Customer's own employees. The prevailing party in any action to enforce an obligation under this section shall be entitled to recover its reasonable attorneys' fees, experts' fees, costs, and expenses incurred in such an action.

14. Default. Customer shall be in default under this Contract if: (a) Customer fails to perform any obligation contained in this Contract or any other document executed in connection with this Contract, including, but not limited to, the failure to pay any part of the payment when it becomes due; (b) Customer attempts to remove, sell, transfer, or encumber the Equipment; (c) any petition or proceeding in bankruptcy, receivership, reorganization or insolvency is filed or commenced by or against Customer or its property; (d) Customer becomes insolvent, ceases, is unable, or admits in writing of its inability to pay its debts as they mature or Customer makes a general assignment for the benefit of creditors or Customer enters into any composition or arrangement with creditors; (e) a meeting of creditors is called by Customer to discuss its financial obligations; (f) Customer ceases business as a going concern or suffers a material adverse change in its financial condition or otherwise; (g) Customer commits or fails to commit any act that results in jeopardizing the rights of Pro Max or causes Pro Max to deem itself insecure as to its rights; (h) Customer fails to select and/or obtain materials or Equipment required for Pro Max to complete its work under this Contract; (i) any other obligations that may be reasonably implied by the terms of this Contract; or (j) Customer fails to notify Pro Max immediately in writing of any of the items listed in this section. If Customer defaults under this Contract, Pro Max, without demand or notice to Customer, shall have the right, without any election of remedies to be deemed made, to take one or more of the following remedies: (a) terminate this Contract, (b) demand the return of all Equipment and materials incorporated in the Work in accordance with this Contract; (c) enter on Customer's Premises or wherever the Equipment or Work may be located and without any court order or other process of law repossess and immediately remove the Equipment or materials incorporated in the Work, without incurring any liability to Customer for any damages occasioned by such taking of possession (such repossession shall not constitute a termination of this Contract unless Pro Max so notifies Customer in writing); and/or (d) to pursue any other remedy now or hereafter existing at law or in equity. To the extent Pro Max elects to repossess the Equipment or materials incorporated in the Work, Customer shall provide all necessary support and cooperation to assist Pro Max and its agents in such repossession. If Pro Max exercises its right to repossess, Customer shall be liable for all costs and expenses, including, but not limited to, any reasonable attorneys' fees, incurred by Pro Max in repossessing the Equipment. All of the foregoing remedies are cumulative and may be exercised concurrently or separately.

15. Assignment. Customer shall not (a) sell, assign, transfer, pledge or otherwise encumber, convey, or dispose of this Contract, the Equipment, or any interest it has in the Contract or Equipment or (b) sublet or lend the Equipment or permit it to be used by anyone other than Customer. Any attempt to transfer an interest in violation of this section shall be void. Subject to the foregoing, this Contract inures to the benefit of and is binding upon the successors and permitted assignees of the parties.

16. Right of Set-Off. To the fullest extent permitted by law, Pro Max is authorized to set-off and apply any and all indebtedness at any time owing by Customer to Pro Max against any and all sums due from Customer under this Contract.

17. Notices. All notices hereunder must be given in writing and will be deemed given if delivered personally or by email (receipt confirmed), mailed by registered or certified mail (return receipt requested) with postage prepaid, to the parties at the addresses provided on the Contract.

18. Governing Law. This Contract is governed by the laws of the Commonwealth of Pennsylvania, without regard to choice of law principles. Any dispute arising out of this Contract, the Equipment, or the parties' relationship will be decided through litigation, which shall be conducted in the applicable state or federal court sitting in Berks County, PA. To the fullest extent permitted by law, the prevailing party in any dispute arising out of the Work or Contract shall be entitled to recover from the other party all of the costs and expenses that it incurs at trial, on appeal, or otherwise, including, but not limited to, court costs, collection costs, and reasonable attorney's and expert's fees.

19. Miscellaneous. This Contract constitutes the complete and integrated Contract between the parties regarding the Work. All prior or contemporaneous Contracts, discussions, understandings, or negotiations between the parties, either written, oral, express, or implied, are included in this Contract. The Contract shall not be amended, altered, or changed except by a written Contract that is signed by both parties. Any failure of a party to require strict performance of another under this Contract or any waiver by a party of any provision of the Contract shall not be construed as a consent or waiver of any other breach of the same or any other provision. If any portion of this Contract is deemed to be invalid, it shall not affect the rest of this Contract. If any provision of this Contract is held to be invalid, illegal, or unenforceable in any respect, such provision shall apply to the greatest extent that the law allows, and the remaining provisions shall remain in full force and effect.

CUSTOMER

By: _____

Print: _____

Title: _____



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Date: _____

PRO MAX FENCE SYSTEMS, LLC

By: _____

Print: _____

Title: _____

Date: _____



RESOLUTION

#5

PHILIP C. BARRETT
Supervisor

•

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

•

MARIO L. FANTINI
Councilman

Resolution No. _____ of 2026, a resolution declaring an emergency for procurement purposes under Section 103 (4) of General Municipal Law and authorizing payment to Buddy's Tree Service for the removal of a triple trunk pine tree behind 731 Grooms Road retroactive to June 18, 2026.

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

WHEREAS, on June 18, 2026, a windstorm heavily damaged a large triple trunk pine tree on Grooms Road and part of the tree fell onto the property at 731 Grooms Road, and

WHEREAS, Buildings and Grounds staff evaluated the damaged tree and determined that the situation constituted an emergency under General Municipal Law Section 103 (4) and retained Buddy's Tree Service to remove the tree, and

WHEREAS, General Municipal Law Section 103 (4) provides authorization for the Town Board to proceed in cases where unforeseen circumstances affecting public property require immediate action which cannot await competitive bidding, and

WHEREAS, Buddy's Tree Service has submitted an invoice for the work in the amount of \$7,500, and

WHEREAS Buddy's Tree Service has completed numerous projects for the Town, and Daniel Clemens, Director of Buildings, Parks, and Recreation, advises that Buddy's Tree Service was the first tree service to respond quickly to his request and arrived within an hour after being called; now therefore, be it

RESOLVED, that the Town Board determines that the damage caused by the June 18, 2026 windstorm to the large triple trunk pine tree behind 731 Grooms Road, constitutes an emergency for procurement purposes under Section 103 (4) of the General Municipal law; and be it further

RESOLVED that the Town Board authorizes the expenditure of up to \$7,500 for the tree removal to be paid to Buddy's Tree Service from A-8510-200 (General Fund – Community Enhancement – Tree Removal).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, June 24, 2026 7:41 AM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #3224

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

Department: Buildings & Grounds

Your Name: Daniel Clemens

Your Email: dclemens@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 07/07/2026 ✓

Board Meeting Date: 07/07/2026 ✓

Alternate Date: 07/07/2026

Budget Number: A-8510-090

Budget Description: General Fund - Community Enhancement - Tree Removal

Amount: 7,500

Brief Description: Emergency tree removal by Buddy's Tree Service - triple pine tree behind 731 Grooms Road - Result of high wind storm June 18, 2026.

Add Supporting Docs:

[fa0cc52e7f51528f_TownOfCliftonParkINVOICE - 731 Grooms emergency tree removal 6.19.26.pdf](#)

Additional Comments/Details: This tree was a triple trunk large pine, on part fell into 731 Grooms. I called Kieran in to evaluate. He determined that the other 2 trunks were heavily damaged and could fall and possibly hit the house. He called tree services and Buddy was the first able to respond quickly. They were there within an hour.

Agree to Terms: Agree

[unsubscribe](#)



Buddy's Tree Service

Over 30 years of satisfied customers

Buddy Allen
17 Rice Road
Hadley, New York 12835
518-696-4210

Job Estimate

Contract

Billing

#

CUSTOMER	Town of Clifton Park
ADDRESS	1 Town Hall Plaza
CITY	Clifton Park, NY 12065
PHONE	518-371-6651

JOB DESCRIPTION

TREES TO BE REMOVED	AMOUNT
1 Large Pine tree w/ 3 large stems 1 broke off from high winds 6/19/26 took down 3 stems & removed all	
TREES TO BE TRIMMED	
From 731 Grooms Rd	

Terms:

Emergency Job 6/19/26

The "Customer" identified in this Contract Warrants that he/she owns the property upon which the work is to be performed (or has legal authority to engage the services herein sought); that the trees or vegetation to be removed are wholly located within the boundaries of the property owned; or if on a boundary, or claimed by an adjoining owner to be so located that the removal has been agreed to by said adjoining owner and that no other person or entity has any right to dispute the removal. That the Customer will hold Buddy's Tree-Service harmless from any claim or suit alleging such interest and will defend any such lawsuit and pay any reward of damages assessed against Buddy's Tree Service in any action asserting the Customer's lack of such title and/or authority.

SUBTOTAL	7500 -
TAX	Exempt
TOTAL	\$7,500.00

Customer further agrees that cancellation of this contract before any work has begun, makes he/she responsible for 20% (twenty percent) of the total amount of the bill.

All payments due at job completion or cancellation. Overdue invoices will incur interest at 24% per year.

Buddy's Tree Service By: Buddy Allen Date: 6/22/26

Signature of Customer _____ Date: _____

By signing this you are entering into a legal binding contract.



RESOLUTION

#6

PHILIP C. BARRETT
Supervisor

•

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

•

MARIO L. FANTINI
Councilman

Resolution No. _____ of 2026, a resolution awarding the contract for the upgrades at the Dutch Meadows Sewer District pump station.

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

WHEREAS, Michael O'Brien, Collection Systems Manager, has solicited bids for upgrades to all three (3) pump stations in the Dutch Meadows Sewer District, and bids were received and opened on June 4, 2026; and

WHEREAS, MJ Engineering has reviewed the bids in detail and has checked references and reviewed the experience of W2O Pump & System Services, Cortland, NY, the apparent low bidder; and

WHEREAS, the Assigned Fund Balance for the Dutch Meadows Sewer District #1, has sufficient funds to complete the project, and

WHEREAS, MJ Engineering recommends that the bid be awarded to W2O Pump & System Services, as low bidder, in an amount not to exceed \$159,250; now, therefore, be it

RESOLVED, that the Town Board accepts the recommendation of MJ Engineering, and awards the bid for the Dutch Meadows Sewer District pump station upgrade to W2O Pump & System Services, Cortland, NY, in an amount not to exceed \$159,250; and be it further

RESOLVED, that the Comptroller is authorized to transfer \$159,250 from G5-00915 (Dutch Meadows Sewer District – Assigned Fund Balance) to G5-8111-00200 (Dutch Meadows Sewer District #1 – Sewer Contractual – Equipment).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, June 11, 2026 3:24 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #3204

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

Department: sewer

Your Name: Michael O'Brien

Your Email: mobrien@cliftonpark.org

Sponsor: Barrett

Agenda Session Date: 06/16/2026 ✓

Board Meeting Date: 07/07/2026 ✓

Alternate Date: 07/07/2026

Budget Number: g5-8111-200

Budget Description: Dutch Meadows Equip and BLdg

Amount: not to exceed \$159,250

Brief Description: Resolution Awarding the Dutch Meadows Pump Station Upgrades Bid to W2O Pump and System Services. The Town prepared a public bid that was opened on June 4, 2026 at 2:00 PM. W2O was the lowest responsible bidder with 3 total bids. MJ Engineering has reviewed the Bids and has recommended W2O be awarded.

Add Supporting Docs:

[962fe9f1d6aa1143_MJ965.14 - Bid Award Recommendation Letter - 6.11.26.pdf](#)

Additional Comments/Details: Covers Upgrades to all 3 Pump Stations in the Dutch Meadows Sewer District.

Agree to Terms: Agree

[unsubscribe](#)

June 11, 2026



Michael O'Brien
Collection System Manager
Town of Clifton Park Sewer Department
477 Clifton Park Center-Road
Clifton Park, NY 12065

**RE: DUTCH MEADOWS SEWER DISTRICT PUMP STATION UPGRADES
RECOMMENDATION OF AWARD
BID SPEC 5-2026
MJ PROJECT No. 965.14**

Dear Mr. O'Brien:

Bids for the Dutch Meadows Sewer District Pump Station Upgrades project were received by the Town of Clifton Park (Town) on June 4, 2026 at 2:00PM. A summary of the bid results is provided below:

Bid Results: Dutch Meadows Sewer District Pump Station Upgrades	
Contractor	Total Lump Sum Bid Amount
W2O Pump & System Services	\$159,250.00 *
Trinity Construction, LLC	\$199,133.00
WM. J. Keller & Sons Construction Corp.	\$286,201.00

Based on the bid results W2O Pump & System Services (W2O), located in Cortland, NY, is the apparent low bidder for the Dutch Meadows Sewer District Pump Station Upgrades project. M.J. Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. (MJ) has reviewed W2O's bid in detail to assess the validity of their bid prices, experience, and references. MJ has worked with W2O previously and has no concerns with their qualifications, work experience, or professionalism.

We therefore recommend awarding the Dutch Meadows Sewer District Pump Station Upgrades project to W2O in the amount of \$159,250.

Should you have any questions or concerns, please do not hesitate to contact me at (315) 430-1336.

Sincerely,

Liam Guida
Project Engineer



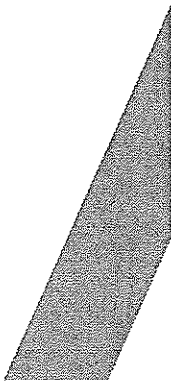
21 Corporate Drive
Clifton Park, NY 12065



518.371.0799
mj@mjteam.com
mjteam.com



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





RESOLUTION

#7

PHILIP C. BARRETT
Supervisor

•

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

•

MARIO L. FANTINI
Councilman

Resolution No _____ of 2026, a resolution to authorize the purchase of a Toshiba e-Studio 3025AC copier and printer from Electronic Business Products:

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

WHEREAS, Sue Leonard, Director of Clifton Park Senior Community Center, has requested that a new copier/printer be purchased for use by the Senior Center to replace a nine-year-old copier, and

WHEREAS, Toshiba Business Solutions has submitted a quote for a Toshiba e-Studio 3025AC copier/printer in an amount not to exceed \$5,007, through NYS Contract #PM68135, and

WHEREAS, there is currently additional funds in A-06773-E6229 (General Fund – Senior Center – S. Agostino) to cover the cost of the copier; now, therefore, be it

RESOLVED, that the Director of Clifton Park Senior Community Center is authorized to purchase a Toshiba e-Studio 3025AC copier/printer under NYS Contract #PM68135, from Toshiba Business Solutions, at a cost not to exceed \$5,007, to be paid with a transfer from A-06773-E6229, (General Fund – Senior Center – S. Agostino) of \$4,007 to A-6773-00200, (General Fund – Senior Center – Equipment).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, June 12, 2026 1:40 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagnello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution-Request #3208

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

Department: Senior Center
Your Name: Susan Leonard
Your Email: sleonard@cliftonpark.org
Sponsor: Phil Barrett
Agenda Session Date: 06/16/2026 ✓
Board Meeting Date: 07/07/2026 ✓
Alternate Date: 07/21/2026

Budget Number: A6773-04

Budget Description: Computer

Amount: ~~4682.04~~ 5,006.04 per email on 7/6/26 from S. Leonard

Brief Description: Our current Toshiba copier/printer is 9 years old. We were notified that getting parts is no longer possible. With over 1600 members we no longer print and mail the newsletters. We encourage our members to access the information online. We do, however, provide them with a hardcopy here at the center. We print newsletters in-house since this allows for changes as needed.

Add Supporting Docs:

[f387b8cfc80e6c34_Copier_--_2026.xlsx](#)

Additional Comments/Details: We are currently paying \$ 0.012445/B&W copy.

Agree to Terms: Agree

[unsubscribe](#)

SENIOR CENTER COPIER - June 2026 - Purchase vs Fair Market Value Lease

Features include: Copy, Print, Scan, Collate, Staple, B/W, Color, maintenance contract is based on usage per copy charge
 Equipment includes all service, parts, and supplies except for paper and staples; along with old copier removal at No Charge

	Purchase	60 mo. FMV	48 mo FMV	36 mo. FMV	BW / Color
NYSOGS less 20%-PM68134					
Ricoh IM C3510	\$ 7,278.44	\$ 142.08	\$ 171.99	\$ 213.19	\$0.0085/\$0.0525

Electronic Business Products, 4 Airport Park Blvd., Latham, NY 12110

Greg Hoffis 518-222-1121 ghoffis@ebp-inc.com

Output Speed 35 PPM

Their equipment is in B&G, Accounting, Courts, Assessors

	Purchase	60 mo. FMV	48 mo FMV	36 mo. FMV	BW / Color
NYS OMNIA R241203					
Kyocera TAsKaifa M22501ci	\$ 6,984.35	\$ 141.78	\$ 179.53	\$ 214.98	\$0.0098/\$0.0540

National Business Technologies, 15 Corporate Circle, Albany NY 12203

Tom Tatko 518-517-4630 ttatko@national1927.com

25Pages Per Minute

	Purchase	63 mo. FMV	48 mo FMV	39 mo. FMV	BW / Color
State Contract less 13%-PM68135					
Toshiba e-STUDIO3025AC	\$ 4,682.04	\$ 128.82	\$ 161.66	\$ 185.22	\$0.0070/\$0.0420

Toshiba Business Solutions

Caleb Swyersen c838-251-4831 caleb.Swyersen@tbs.toshiba.com

30Pages Per Minute

	Purchase	60 mo. FMV	48 mo FMV	36 mo. FMV	BW / Color
NYS OMNIA 072855200					
Xerox AltaLink C8230H2	\$ 6,339.00	\$ 138.71	\$ 163.54	\$ 205.41	\$0.0056/\$0.0506

Service Fee-Initial Setup & Training

Michael Morseman 518-265-4647 Michael.Morseman@xerox.com

30Pages Per Minute

	Purchase	60 mo. FMV	48 mo FMV	36 mo. FMV	BW / Color
State Contract-PM68151					
Canon image FORCE C3126	\$ 6,895.00	\$ 133.00	\$ 165.00	\$ 199.00	\$0.0075/\$0.0450

Centurion Business Machines

Donald Mentiply 518-458-9665 don@centurionbusiness.com

26Pages Per Minute

Least expensive

2nd least expensive



RESOLUTION

#8

PHILIP C. BARRETT
Supervisor

•

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

•

MARIO L. FANTINI
Councilman

Resolution No. _____ of 2026, a resolution authorizing the addition of a Fire Code Enforcement Officer position for the Town, and authorizing posting of said position.

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

WHEREAS, Director of Building & Development, Wade Schoenborn, has requested the addition of a Fire Code Enforcement Officer for the department to have a dedicated position that will be responsible for the enforcement of Town zoning laws/ordinances, fire prevention codes through the review of new building plans for fire safety compliance, and the coordination of fire prevention activities with local agencies, and their pertinent laws, and

WHEREAS, the Town Board wishes to add the position of Fire Code Enforcement Officer, per the attached description, to manage these and related functions; now, therefore, be it

RESOLVED , that the position of Fire Code Enforcement Officer is hereby added to the Town Department of Building and Development, and the Town Board authorizes posting of the new position effective immediately.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, June 15, 2026 4:06 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; hd; Megan Babendreier
Subject: New Employee Resolution Request #3211

A new employee 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: ~~06/16/2026~~ 07/07/2026 } Per Wade Schoenborn, 6/16

Board Meeting Date: ~~06/16/2026~~ 07/07/2026

Alternate Date: 06/29/2026

Budget Number: To be determined.

Budget Description: To be determined.

Amount: To be determined.

Brief Description: Resolution to add Fire Code Enforcement Officer to the list of Town positions and to authorize said position to be posted.

Add Supporting Docs:

Additional Comments/Details: To be determined.

Agree to Terms: Agree

[unsubscribe](#)

FIRE/CODE ENFORCEMENT OFFICER

The Town of Clifton Park has an opening for a position for a Fire/Code Enforcement Officer. The position is a Union full-time position, which will be offered starting at a Grade 7/ Step 1 classification with a starting salary of \$73,244 per year. The job description and minimum qualifications for this position are detailed below. This position is a competitive position within the NYS Civil Service and will be filled provisionally, pending satisfactory result of the required Service Exam to be scheduled at a later date.

DISTINGUISHING FEATURES OF THE CLASS:

This is a technical position in which work involves responsibility for the enforcement of Town or Village zoning laws and ordinances, fire prevention codes through the review of new building plans for fire safety compliance, and the coordination of fire prevention activities with local agencies and their pertinent laws. Duties are performed under the general direction of the Town Supervisor or the Town or Village Board, with considerable latitude permitted for the exercise of independent judgment in carrying out assigned duties. Completes related work as required.

TYPICAL WORK ACTIVITIES:

- Reviews and approves all plans and specifications submitted with permit applications for compliance to building, zoning codes, and fire prevention codes;
- Issues building permits and certificates of occupancy/compliance when meeting all necessary requirements;
- Explains the requirements of the State building code, the local building code, fire prevention codes and the local zoning ordinances;
- Oversees the correction of unsafe conditions and ensures that necessary safeguards are taken during construction;
- Investigates complaints and assists in the prosecution of violators of codes and ordinances;
- Testifies in court as a representative of the Town in cases involving code or ordinance violations;
- Inspects commercial and industrial buildings and places of public assembly for compliance with applicable fire safety codes;
- Reviews new building plans for compliance with fire safety requirements;
- Prepares and submits reports of violations of fire prevention laws and ordinances to appropriate authority;
- Instructs property owners on the removal of fire hazards;
- Recommends appropriate action to secure or demolish abandoned buildings;
- Gathers data for and maintains a variety of related records and prepares required reports.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ACTIVITIES AND PERSONAL CHARACTERISTICS:

- Thorough knowledge of modern building techniques, materials and tools;
- Thorough knowledge of local fire prevention laws and ordinances;
- Thorough knowledge of State and local building codes and zoning ordinances;
- Ability to maintain harmonious relations with elected officials and the general public;
- Tact and courtesy;
- Integrity;
- Physical condition commensurate with the demands of the position.

FIRE/CODE ENFORCEMENT OFFICER (continued)

MINIMUM QUALIFICATIONS:

- Graduation from high school or possession of a G.E.D., and either:
 - A. One year of experience as a paid firefighter; OR
 - B. Two years of experience as a volunteer firefighter; OR
 - C. Two years of experience in building construction work; OR
 - D. An equivalent combination of training and experience, as indicated by the limits of (A), (B), and (C).



**DEPARTMENT OF
HUMAN RESOURCES**

SCOT CHAMBERLAIN, DIRECTOR

518.885.2225

SARATOGACOUNTY.NY.GOV

40 MC MASTER ST, BALLSTON SPA, NY 12020

June 12, 2026-

Phil Barrett, Supervisor
Town of Clifton Park

Dear Supervisor,

Below is the title adopted and jurisdictional classification as a result of the MSD-222 you forwarded to us.

<u>TITLE</u>	<u>JURISDICTIONAL CLASSIFICATION</u>	<u>INCUMBENT</u>
Fire Code Enforcement Officer	Competitive	

If you have any questions or comments, please feel free to contact Tiffany Armitage, Civil Service Specialist, or me directly at (518) 885-2225.

Sincerely,

Scot Chamberlain

Scot Chamberlain
Personnel Officer

SC/ta
Enclosures

FIRE/CODE ENFORCEMENT OFFICER

DISTINGUISHING FEATURES OF THE CLASS: This is a technical position work involves responsibility for the enforcement of Town or Village town zoning laws and ordinances, fire prevention codes through the review of new building plans for fire safety compliance and the coordination of fire prevention activities with local agencies, and their pertinent laws. Duties are performed under the general direction of the Town Supervisor or the Town or Village Board with considerable latitude permitted for the exercise of independent judgment in carrying out assigned duties. Does related work as required.

TYPICAL WORK ACTIVITIES:

Reviews and approves all plans and specifications submitted with permit applications for compliance to building, zoning codes, and fire prevention codes;
Issues building permits and certificates of occupancy when meeting all necessary requirements;
Explains the requirements of the State building code, the local building code, fire prevention codes and the local zoning ordinances;
Oversees the correction of unsafe conditions and insures that necessary safeguards are taken during construction;
Investigates complaints and assists in the prosecution of violators of codes and ordinances;
Testifies in court as a representative of the town in cases involving code or ordinance violations;
Inspects commercial and industrial buildings and places of public assembly for compliance with applicable fire safety codes;
Reviews new building plans for compliance with fire safety requirements;
Prepares and submits to appropriate authority reports of violations of fire prevention laws and ordinances;
Instructs property owners on the removal of fire hazards;
Recommends appropriate action to secure or demolish abandoned buildings;
Gathers data for and maintains a variety of related records and prepares required reports;
FULL PERFORMANCE KNOWLEDGE, SKILLS, ACTIVITIES AND PERSONAL CHARACTERISTICS: thorough knowledge of modern building techniques, materials and tools; thorough knowledge of local fire prevention laws and ordinances; thorough knowledge of state and local building codes and zoning ordinances; ability to maintain harmonious relations with elected officials and the general public; tact and courtesy; integrity; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Graduation from high school or possession of a G.E.D. and either:

- A. One year of experience as a paid firefighter; OR
- B. Two years of experience as a volunteer firefighter; OR
- C. Two years of experience in building construction work; OR
- D. An equivalent combination of training and experience as indicated by the limits of (a), (b), and (c).

Po Resolution 2001-29
5/7/01

Civil Service Law: Section 22: Certification for new positions. Before any new positions in the service of a civil division shall be created or any existing position in such service shall be reclassified, the proposal therefore, including a statement of the duties of the positions, shall be referred to the Personnel Officer and such commission shall furnish a certificate stating the appropriate civil service title for the proposed position or the position to be reclassified. Any such new position shall be created or any such existing position reclassified only with the title approved and certified by the Personnel Officer.

Saratoga County Human Resources Department
BALLSTON SPA, NEW YORK

NEW POSITIONS DUTIES STATEMENT

Department head or other authority requesting the creation of a new position shall prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit.

1. DEPARTMENT Building and Development	BUREAU, DIVISION, UNIT OR SECTION Bureau of Fire Prevention	LOCATION OF POSITION Clifton Park Town Hall
--	---	---

2. DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear word picture of the job.

PERCENT OF WORK TIME	Job Title: Fire/ Code Enforcement Officer
	<p>Reviews and approves all plans and specifications submitted with permit applications for compliance to building, zoning codes, and fire prevention codes; Issues building permits and certificates of occupancy when meeting all necessary requirements; Explains the requirements of the State building code, the local building code, fire prevention codes and the local zoning ordinances; Oversees the correction of unsafe conditions and insures that necessary safeguards are taken during construction; Investigates complaints and assists in the prosecution of violators of codes and ordinances; Testifies in court as a representative of the town in cases involving code or ordinance violations; Inspects commercial and industrial buildings and places of public assembly for compliance with applicable fire safety codes; Reviews new building plans for compliance with fire safety requirements; Prepares and submits to appropriate authority reports of violations of fire prevention laws and ordinances; Instructs property owners on the removal of fire hazards; Recommends appropriate action to secure or demolish abandoned buildings; Gathers data for and maintains a variety of related records and prepares required reports;</p> <p><u>FULL PERFORMANCE KNOWLEDGE, SKILLS, ACTIVITIES AND PERSONAL CHARACTERISTICS:</u> thorough knowledge of modern building techniques, materials and tools; thorough knowledge of local fire prevention laws and ordinances; thorough knowledge of state and local building codes and zoning ordinances; ability to maintain harmonious relations with elected officials and the general public; tact and courtesy; integrity; physical condition commensurate with the demands of the position.</p>

3. Names and Titles of Persons Supervising this position (General, Direct, Administrative, etc.)

NAME	TITLE	TYPE OF SUPERVISION
Wade Schoenborn	Director of Building and Development	Dept. Director
John DeSimone	Chief of Bureau Fire Prevention	Immediate Supervisor

4. Names and Titles of Persons Supervised by Employee in this position

NAME	TITLE	TYPE OF SUPERVISION
None		

5. Names and Titles of persons doing substantially the same kind and level of work as will be done by the incumbent of this new position.

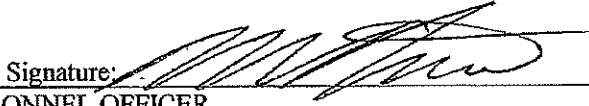
NAME	TITLE	TYPE OF SUPERVISION
None		

6. What minimum qualifications do you think should be required for this position?

Graduation from high school or possession of a G.E.D. and either:


- A. One year of experience as a paid firefighter; OR
- B. Two years of experience as a volunteer firefighter; OR
- C. Two years of experience in building construction work; ~~OR~~
- ~~D. An equivalent combination of training and experience as indicated by the limits of (a), (b), and (c).~~

7. The above statements are accurate and complete.

Date: 6/12/26 Title: Town Supervisor Signature: 

CERTIFICATE OF PERSONNEL OFFICER

8. In accordance with the provisions of Civil Service Law, Section 14, subdivision 8-a, the Saratoga County Personnel Officer, certifies that the appropriate civil service title for the position described is Fire Code Enforcement officer (C)

Date: 6/12/26 Signature:  PO Res 2026-54

ACTION BY LEGISLATIVE BODY OR OTHER APPROVING AUTHORITY

9. Creation of described position

- Approved
- Disapproved

Date: _____ Signature: _____

RETURN ONE COMPLETED COPY TO THE HUMAN RESOURCES DEPARTMENT.



RESOLUTION

#9

PHILIP C. BARRETT
Supervisor

•

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

•

MARIO L. FANTINI
Councilman

Resolution No. __ of 2026, a resolution settling litigation between the Town of Clifton Park and the Civil Service Employees Association, Local 100 AFSME, AFL-CIO, Town of Clifton Park Unit 8467-01 Saratoga County Local 846 (“CSEA”).

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

WHEREAS, the Town of Clifton Park commenced an action by a verified petition in New York State Supreme Court against the CSEA, seeking a permanent stay of arbitration and a declaration that the 2025 Memorandum of Understanding (“MOA”) enacted by the previous Town Board in December of 2025, as authorized by Resolution No. 287 of 2025, are null, void and unenforceable, and

WHEREAS, this followed a grievance and a demand for arbitration filed by CSEA, and which was later expanded to include a charge of “Improper Practice” filed by the CSEA, and

WHEREAS, the Town of Clifton Park and the CSEA now desire to fully and finally resolve the grievance, the arbitration demand and the claims raised in the verified petition; now, therefore, be it

RESOLVED, that the Town Board agrees to settle the matter based on the terms of the attached “Settlement Agreement”, attached herewith as Exhibit “A”, and be it further

RESOLVED, that the Town Board acknowledges that the CSEA has agreed to the settlement as proposed and that the CSEA has affixed a signature to the Settlement Agreement (Exhibit “A”) as of June 11, 2026; and be it further

RESOLVED, that the Town Attorney of the Town of Clifton Park is authorized to execute the Settlement Agreement on behalf of the Town, as of even date herewith.

EXHIBIT A

Settlement Agreement

This Settlement Agreement (“Agreement”) is made and entered into as of April __, 2026 (“Effective Date”), by and between the Town of Clifton Park (“Town”) and Civil Service Employees Association, Inc. Local 1000 AFSCME, AFL-CIO, Town of Clifton Park Unit 8467-01 Saratoga County Local 846 (“Union,” and together with the Town, the “Parties”).

WHEREAS, the Town and the Union are parties to a collective bargaining agreement covering the period from January 1, 2025 through December 31, 2027 (the “CBA”).

WHEREAS, on December 15, 2025, the Town Board passed Resolution No. 287 of 2025 purporting to enter into a memorandum of agreement with the Union, and the Town and the Union thereafter executed that memorandum of agreement (“2025 MOA”).

WHEREAS, the 2025 MOA purported to add certain titles to the bargaining unit and to extend collective bargaining agreement benefits to those titles.

WHEREAS, on January 6, 2026, the Town Board passed Resolution No. 7 of 2026 purporting to deem Resolution No. 287 of 2025 a nullity and to have rescinded the same.

WHEREAS, after the Town refused to recognize the 2025 MOA, the Union filed a grievance and served a demand for arbitration, on March 23, 2026, seeking to compel the Town to honor the 2025 MOA and add the disputed titles to the bargaining unit.

WHEREAS, the Town thereafter commenced a verified petition in Supreme Court, Saratoga County seeking a permanent stay of arbitration and a declaration that the 2025 MOA and Resolution No. 287 of 2025 are null, void, and unenforceable.

WHEREAS, the Union commenced an Improper Practice Charge, U-40299 (“Charge”), alleging the Town has violated the Taylor Act.

WHEREAS, the Town has Answered the Charge and denied any wrongdoing.

WHEREAS, the Parties now desire to resolve fully and finally the grievance, the arbitration demand, and the claims raised in the verified petition on the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. **Withdrawal of Grievance, Charge and Arbitration.** The Union shall withdraw, with prejudice, the grievance and Charge described above and the demand for arbitration served on March 23, 2026, and shall take all steps reasonably necessary to terminate all proceedings in full and the parties represent and warrant no other action is pending relating to these transactions and occurrences.
2. **Nullity of 2025 MOA.** The Parties agree that the 2025 MOA is null and void and shall have no force or effect.
3. **New Agreement Regarding Included Titles.** The Parties further agree that, effective as of the Effective Date, the positions of Fire Marshal, Golf Course Superintendent, Zoning

Administrator/Stormwater Program Coordinator, and Collection Systems Manager are included in the bargaining unit covered by the CBA. The Parties acknowledge and agree that this is a new agreement between them concerning those positions and that no other title identified in the 2025 MOA shall be deemed included in the bargaining unit by virtue of this Agreement. Except as expressly provided in this Agreement, those positions shall be administered under the CBA in the same manner as other bargaining-unit titles.

4. **Management/Confidential Titles.** The Parties further agree that the following titles are, and shall remain, designated a management or confidential positions, as defined by New York State Civil Service Law, and are ineligible for inclusion into the bargaining unit: Comptroller; Deputy Comptroller; Director of Parks & Recreation; Director of Building & Development; Director of Planning & Zoning; Confidential Secretary to the Town Attorney; Confidential Secretary to the Town Supervisor.
5. **Resolution of Court Proceeding.** Following full execution of this Agreement and the Union's withdrawal of the grievance and arbitration demand, the Town shall discontinue the verified petition, and the Parties shall execute any papers reasonably necessary to effectuate that discontinuance.
6. **Superseding Effect.** This Agreement supersedes the 2025 MOA in its entirety and constitutes the Parties' full settlement of the dispute described in the verified petition, the grievance, and the arbitration demand.
7. **Salaries of Impacted Titles.** The full-time positions of Fire Marshal, Golf Course Superintendent, Zoning Administrator/Stormwater Program Coordinator, and Collection Systems Manager will be accreted into the CSEA unit.
 - a. **Golf Course Superintendent:** the "Golf course Superintendent" title shall adopt the Grade 6 matrix as detailed in the parties' CBA, however, the parties agree the current Golf Course Superintendent shall be placed in the salary matrix as Grade 6, Step 1, Year 1 which affords a salary of \$66,046 for the year 2026, effective upon execution of this Agreement.
 - b. **Fire Marshall:** The "Fire Marshall" title shall adopt the Grade 10 salary matrix as set forth in Exhibit "A" attached hereto. The current Fire Marshall shall be placed in the salary matrix as Grade 10, Step 4, Year 2 and entitled to a salary of \$94,182 for the year 2026, effective upon execution of this agreement.
 - c. **Collection Systems Manager:** The "Collection Systems Manager" title shall adopt the Grade 10 salary matrix as set forth in Exhibit "A" attached hereto. The current Collection Systems Manager shall be placed in the salary matrix as Grade 10, Step 12, Year 1 and entitled to a salary of \$131,380 for the year 2026, effective upon execution of this agreement.
 - d. **Zoning Administrator/Stormwater Program Coordinator:** The "Zoning Administrator/Stormwater Program Coordinator" title shall adopt the Grade 10 salary matrix as set forth in Exhibit "A" attached hereto. The current Zoning Administrator/Stormwater Program Coordinator shall be placed in the salary matrix as Grade 10, Step 8, Year 1 and entitled to a salary of \$108,085 for the year 2026, effective upon execution of this agreement.

e. Grade 10 Salary Matrix: The parties agree the Grade 10 Salary Matrix, Exhibit A, shall be incorporated by reference into the CBA.

8. Violation of Agreement. Any alleged violation of this Agreement shall be grievable through the grievance provisions in the parties' CBA.

9. Severability. The parties agree that if a court or other tribunal of competent jurisdiction holds any provision of this Agreement invalid for any reason, the remaining provisions shall continue to be in full force and effect.

10. Finality. The foregoing is in full and final settlement of this matter.

11. Signatures. Signatures obtained electronically via facsimile or .pdf format shall be acceptable as originals.

TOWN OF CLIFTON PARK

By: Kevin M. Dauley

Name: Kevin M. Dauley

Title: Town Attorney

Date: 6/17/26

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000 AFSCME, AFL-CIO,
TOWN OF CLIFTON PARK UNIT 8467-01 SARATOGA COUNTY LOCAL 846

By: Gina Tralongo

Name: GINA TRALONGO

Title: LABOR RELATIONS SPECIALIST

Date: 6/11/26

Exhibit "A"

2026 Salary Matrix - Grade 10												
Step	1	2	3	4	5	6	7	8	9	10	11	12
Hourly	\$ 48.11	\$ 48.59	\$ 50.05	\$ 51.55	\$ 53.10	\$ 54.69	\$ 56.88	\$ 59.16	\$ 62.12	\$ 65.23	\$ 68.49	\$ 71.91
Step Increase		1%	3%	3%	3%	3%	4%	4%	5%	5%	5%	5%
Years in Step	1	2	3	3	3	3	3	3	3	3	3	
Yearly Salary (261 Days)	\$ 87,897	\$ 88,774	\$ 91,441	\$ 94,182	\$ 97,104	\$ 99,919	\$ 103,920	\$ 108,085	\$ 113,493	\$ 119,175	\$ 125,131	\$ 131,380

2027 Salary Matrix - Grade 10												
Step	1	2	3	4	5	6	7	8	9	10	11	12
Hourly	\$ 49.79	\$ 50.29	\$ 51.80	\$ 53.35	\$ 54.95	\$ 56.60	\$ 58.86	\$ 61.21	\$ 64.27	\$ 67.48	\$ 70.85	\$ 74.39
Step Increase		1%	3%	3%	3%	3%	4%	4%	5%	5%	5%	5%
Years in Step	1	2	3	3	3	3	3	3	3	3	3	
Yearly Salary (261 Days)	\$ 90,966	\$ 91,880	\$ 94,639	\$ 97,470	\$ 100,394	\$ 103,408	\$ 107,537	\$ 111,831	\$ 117,421	\$ 123,286	\$ 129,443	\$ 135,911



RESOLUTION

#10

PHILIP C. BARRETT
Supervisor

•

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

•

MARIO L. FANTINI
Councilman

Resolution No. ___ of 2026, a resolution authorizing a civil engineering firm to prepare a plan to increase the number of parking spaces at the Clifton Park Senior Community Center.

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

WHEREAS, the Clifton Park Senior Citizens Center has enjoyed great success and unprecedented growth, more than doubling in membership over the course of the past 10 years, from 600 members to 1600 members, and

WHEREAS, with this increased enrollment there is a need to consider the creation of additional parking spaces at the Senior Center to accommodate the expanded membership, which continues to increase, and

WHEREAS, the Senior Center at present has immediately available a total of 87 parking spaces, and

WHEREAS, the Town Board is desirous of addressing this matter and to commission a plan to formulate a response to this need – for the provision of additional parking at the Senior Citizen facility; now, therefore, be it

RESOLVED, that three bids be solicited from civil engineering firms to prepare a plan to include as many as 60 to 80 new parking spaces at the Senior Center building; and be it further

RESOLVED, that the engineering plan shall evaluate the feasibility of creating new parking spaces at the adjoining one-half acre woodlot, or alternatively, to create the new parking spaces by extending the existing parking facilities area – and locating the new spaces adjacent to or nearby the already established parking lot, or, as a second alternative, at or adjacent to the nearby basketball courts; and be it further

RESOLVED, that the engineering plan that is formulated, as per this resolution, shall include provision for EV chargers in any expanded parking lot areas, of at least two (2) chargers and possibly more, and

RESOLVED, that a report and plan, with an evaluation of the above-referenced plan and alternatives be submitted to the Town Board for evaluation prior to any authorization to proceed further with this matter.



RESOLUTION

#11

PHILIP C. BARRETT
Supervisor

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AGATHA REID
Councilwoman

ZABED MANIR
Councilman

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NANCY R. BELLAMY
Councilwoman

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MARIO L. FANTINI
Councilman

Resolution No. _____ of 2026, a resolution appointing Stacy Simmons to the Clifton Park Tree Committee.

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

WHEREAS, a vacancy for a member exists on the Clifton Park Tree Committee, and

WHEREAS, Stacy Simmons, Clifton Park, NY, has been recommended to fill the position,
and

WHEREAS, Ms. Simmons has the background experience, education and training to act effectively as a committee member, now, therefore be it

RESOLVED, that Stacy Simmons is hereby appointed as a member of the Clifton Park Tree Committee effective immediately.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, June 30, 2026 1:53 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #3231

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

Department: Town Board
Your Name: Cindy Zlogar
Your Email: czlogar@cliftonpark.org
Sponsor: Z. Manir
Agenda Session Date: 07/07/2026 ✓
Board Meeting Date: 07/07/2026 ✓
Alternate Date: 07/07/2026
Budget Number: N/A
Budget Description: N/A
Amount: N/A
Brief Description: Appoint Stacy Simmons as a member of the Clifton Park Tree Committee.
Add Supporting Docs:
Additional Comments/Details: N/A
Agree to Terms: Agree

[unsubscribe](#)



RESOLUTION

#12

PHILIP C. BARRETT
Supervisor

•

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

•

MARIO L. FANTINI
Councilman

Resolution No. of 2026, a resolution to set a public hearing to consider a local law establishing and extending a 180-day moratorium on commercial and industrial cannabis warehousing, processing, and cultivation operations in the Town of Clifton Park.

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

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

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

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

WHEREAS, a 180-day moratorium on such operations will expire on August 3, 2026; and

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

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

RESOLVED that the public hearing shall be held on July 21, 2026, at 7:02 p.m., at the Clifton Park Town Hall, located at 1 Town Hall Plaza, Clifton Park, New York, to hear all interested persons on this matter; and be it further

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

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

Local Law No. ___ of 2026

A local law establishing and extending a moratorium on Commercial and Industrial Cannabis Warehousing, Processing, and Cultivation in Clifton Park.

Regulation approved _____, 2026 for a period of 180 days from the effective date hereof

SECTION I. SHORT TITLE.

This local law shall be cited as Local Law # _____ of 2026 or the Clifton Park moratorium on Commercial and Industrial Cannabis Warehousing, Processing, and Cultivation.

SECTION II. LEGISLATIVE FINDINGS AND INTENT.

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

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

The Town Board of the Town of Clifton Park recognizes the interest in cannabis warehousing, processing, and cultivation operations, as well as their potential impacts on the Town's infrastructure, environment, and community character. Accordingly, the Town Board has determined that it would be prudent to temporarily pause the consideration, approval, and/or establishment of commercial and industrial cannabis warehousing, processing and cultivation operations within the Town of Clifton Park. Such a pause will

provide sufficient time to study and address any concerns, including, but not limited to, zoning, environmental impacts, public safety, and economic implications resulting from commercial and industrial cannabis warehousing, processing, and cultivation.

SECTION III SCOPE OF CONTROL

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

SECTION IV APPEAL PROVISIONS

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

SECTION V PENALTIES

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

SECTION VI VALIDITY

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

SECTION VII SUSPENSION OF OTHER LAWS

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

SECTION VIII EFFECTIVE DATE

This law shall take effect immediately as provided by the law, upon filing with the Secretary of State and shall remain in force and effect for a period of 180 days from its effective date, until August 3, 2026.



RESOLUTION

#13

PHILIP C. BARRETT
Supervisor

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AGATHA REID
Councilwoman

ZABED MANIR
Councilman

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NANCY R. BELLAMY
Councilwoman

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MARIO L. FANTINI
Councilman

Resolution No. ____ of 2026, a resolution establishing a code of conduct for public privilege during all Town meetings.

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

WHEREAS the Town of Clifton Park's Comprehensive Plan has a general goal to "Maximize resident participation in the deliberation and decisions of Town Government . . . "; and

WHEREAS when the public is heard, town policies better reflect the true will and needs of the community; and

WHEREAS the Town Board encourages residents to attend and speak during the periods of public privilege at meetings of every town board or committee and has expanded and/or improved the periods of public privilege for meetings of the Town Board, Planning Board and Zoning Board of Appeals; and

WHEREAS Dr. Martin Luther King's observed in his 1963 March on Washington: "In a neighborhood dispute there may be stunts, rough words, and even hot insults; but when a whole people speaks to its government, the dialogue and the action must be on a level reflecting the worth of that people and the responsibility of that government"; and

WHEREAS the conduct of participants at public meetings is a reflection of the community and its values; and

WHEREAS residents expressed their concerns regarding the conduct they observed at the May 19, 2026 and June 2, 2026 Town Board Meetings and urged that all participants act in a manner that is respectful, orderly, and conducive to productive discussion; and

WHEREAS interruptions, raised voices, hostility and/or other discourteous behavior can make it difficult for residents and board members alike to hear, participate, and focus on the issues before the Town Board or any other committee or board; and

WHEREAS it is important that the Town encourage civility and reinforce expectations for decorum so that meetings remain welcoming, effective, and respectful for everyone in attendance; and

WHEREAS the period of public privilege is a time to communicate issues, concerns and/or comments to all board members and not individual members nor is it time for dialogue, now therefore be it

RESOLVED that attendees at any town meeting shall behave in a manner that is conducive to the free and courteous expression of opinion and shall:

1. Treat all attendees, town officials and employees with kindness and respect.

2. Value a diversity of views and opinions.
3. Critique ideas, rather than individuals.
4. Respect the process for meeting participation; and be it further

RESOLVED that attendees shall not engage in any of the following activities, which shall constitute a Code of Conduct violation, during any public town meeting:

1. Shouting, unruly behavior, or speaking outside the period of public privilege.
2. Profanity, obscene gestures, vulgar, abusive, disparaging or threatening language, personal, impertinent or slanderous attacks on individuals or utter racial or ethnic slurs.
3. Display banners, flyers, signs or large items that block the view of others.

RESOLVED that the Supervisor or a board member shall be responsible for insuring compliance with this resolution; and be it further

RESOLVED that if a person who violates these rules and refuses to stop after being warned, the Supervisor or a majority of the Town Board members may ask the individual to be removed from the meeting room and individuals who refuse to comply or continue to disrupt the proceedings may be subject to further civil or criminal penalties; and be it further

RESOLVED that, at Town Board meetings, if the Supervisor fails to enforce the rules set forth herein, a majority of the members of the Town Board may move to require him or her to do so. Any decision relating to enforcement of the rules set forth herein may be appealed and overturned by a vote of a majority of the Town Board members.

STATEMENT FROM COUNCILWOMAN NANCY BELLAMY

Before introducing this resolution, I want to briefly explain its purpose and the intent behind it.

Public participation is one of the most important parts of local government. The Town Board has consistently encouraged residents to attend meetings, speak during periods of public privilege, raise concerns, ask questions, and make their voices heard. Since the reorganization of the Town Board on January 6, 2026, the current Town Board majority has expanded and improved opportunities for public participation at meetings of the Town Board, Planning Board, and Zoning Board of Appeals in order to provide residents with greater access to their local government and additional opportunities to be heard on matters affecting the community. When the public is heard, town policies better reflect the needs, priorities, and values of the community.

At the same time, Town Board meetings are official public business meetings. They must remain orderly, accessible, and productive so that all residents, regardless of viewpoint, have the opportunity to hear, participate, and be heard.

As Dr. Martin Luther King Jr. observed during the 1963 March on Washington: "In a neighborhood dispute there may be stunts, rough words, and even hot insults; but when a whole people speaks to its government, the dialogue and the action must be on a level reflecting the worth of that people and the responsibility of that government." That sentiment remains just as relevant today. How individuals conduct themselves at public meetings reflect not only on the institution of government, but on the community as a whole.

In recent months, and particularly during several recent meetings, concerns have been raised regarding interruptions, raised voices, and behavior that can make it difficult for residents and board members alike to hear, participate, and focus on the issues before the Town Board. It has become evident that establishing clearer procedures and expectations regarding public participation and meeting conduct would benefit everyone involved; residents, employees, elected officials, and members of the public simply trying to follow the proceedings.

The policy being presented tonight is intended to encourage civility, reinforce expectations for orderly participation, and help ensure that Town meetings remain welcoming, effective, and respectful for everyone in attendance.

It is not intended to discourage disagreement or criticism, nor is it intended to limit lawful public comment or constitutionally protected speech. In fact, the goal is the opposite; to preserve an environment where meaningful public participation can continue.

Strong disagreement is part of democracy. But for public meetings to work, everyone must be able to participate in a manner conducive to productive discussion and the orderly conduct of public business.

With that, I would like to introduce the following resolution.



RESOLUTION

#14

PHILIP C. BARRETT
Supervisor

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AGATHA REID
Councilwoman

ZABED MANIR
Councilman

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NANCY R. BELLAMY
Councilwoman

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MARIO L. FANTINI
Councilman

Resolution No. __ of 2026, a resolution scheduling a public hearing regarding the construction and financing of improvements for the distribution of potable water to the Eastside Drive area within the Town of Clifton Park.

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

WHEREAS, the Town Board of the Town of Clifton Park (the "Town") proposes to undertake the design, construction, and interconnection of certain pipes, pumps, conduit and related infrastructure for the distribution of public water for residents and non-residential property on Eastside Drive, Schauber Road and Ballston Lake Road (NYS Route 146A) as described in the Preliminary Engineering Report, last revised August 2023, prepared by Prime AE Group, which is on file in the Town Clerk's office; and

WHEREAS, Resolution No. 198 of 2026, copy attached herewith, accepted a proposal from KB Engineering for preparation of a New York State Environmental Facilities Corporation (NYSEFC) Water Infrastructure Improvement Act (WIIA) Grant and Loan application, including Preliminary Engineering Report updates, for the Eastside Drive Water District Project, appropriating funds for said services, and authorizing the Town Supervisor to execute the agreement, and

WHEREAS, the total estimated maximum cost of the Project is \$3,707,000 and

WHEREAS, the Town Board proposes to finance the Project with the issuance of up to \$3,707,000 in Town obligations, the debt service on which will be paid from assessments levied on properties in the project area through a special district to be established consistent with the NYS Town Law, and

WHEREAS, the annual cost to the typical property within the project area is estimated to be \$3,045.01, consisting of debt service of \$2,450.01, as well as annual water usage charges to the Town of Ballston and an operation and maintenance charge from the Clifton Park Water Authority, (CPWA), and

WHEREAS, the Town Board now desires to call a public hearing regarding the Project, as required by Town Law Section 202-b; now, therefore, be it

RESOLVED that the Town Board will hold a public hearing to hear all persons interested in the Project, and the public hearing shall be held at Town of Clifton Park Town Hall, One Town Hall Plaza, Clifton Park, New York, on July 21, 2026 at 7:05 p.m.; and be it further

RESOLVED, and ordered that the Town Clerk give notice of such hearing by publishing in the official Town newspaper the Notice of Public Hearing in substantially the form attached hereto and by posting the Notice of Public Hearing on the Town's official sign-board not less than ten nor more than twenty days before such hearing.

Resolution No. 198 of 2026, a resolution accepting a proposal from KB Engineering, P.C. (Prime Engineering) for preparation of a New York State Environmental Facilities Corporation (NYSEFC) Water Infrastructure Improvement Act (WIIA) Grant and Loan Application, including Preliminary Engineering Report updates, for the Eastside Drive Water District Project, appropriating funds for said services, and authorizing the Town Supervisor to execute the agreement.

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

WHEREAS, the Town of Clifton Park has identified the need to advance the Eastside Drive Water District Project to provide public water service to residents in the project area; and

WHEREAS, the Town previously authorized the submission of a WIIA grant application for this project and seeks to pursue funding in the upcoming 2026 application cycle; and

WHEREAS, the New York State Environmental Facilities Corporation (NYSEFC) requires submission of a complete and updated Water Infrastructure Improvement Act (WIIA) Grant and Financing Application, including supporting documentation and an updated Preliminary Engineering Report (PER); and

WHEREAS, KB Engineering, P.C. (also known as Prime Engineering), which previously prepared the Preliminary Engineering Report and WIIA application materials, has submitted a proposal dated June 15, 2026 to provide professional engineering services to update the PER, prepare and submit the WIIA grant and loan applications, and assist the Town in meeting all program requirements; and

WHEREAS, said proposal includes preparation of the full WIIA grant application, preparation of a WIIA loan application, and updating project costs and scheduling to meet current program requirements and the July 27, 2026 submission deadline; and

WHEREAS, the proposed services are to be provided for a lump sum fee in the amount of Five Thousand Seventy-Five Dollars (\$5,075.00), billed on a percent complete basis; and

WHEREAS, the Town Board finds that engaging KB Engineering, P.C. will ensure continuity of engineering services, timely preparation of application materials, and compliance with NYSEFC funding requirements, thereby enhancing the Town's ability to secure grant and loan funding for this critical infrastructure project; now, therefore, be it

RESOLVED, that the Town Board hereby accepts the proposal dated June 15, 2026 from KB Engineering, P.C. for professional engineering services related to the preparation and submission of the NYSEFC WIIA Grant and Loan Applications, including all necessary supporting documentation and updates to the Preliminary Engineering Report for the Eastside Drive Water District Project; and be it further

RESOLVED, that the Town Board hereby authorizes the expenditure of funds in an amount not to exceed Five Thousand Seventy-Five Dollars (\$5,075.00) for the services described in said proposal, to be charged to the appropriate Town account; and be it further

RESOLVED; that the Town Supervisor is hereby authorized and directed to execute the agreement with KB Engineering, P.C., including any associated documents necessary to effectuate the services described therein, subject to review and approval by the Town Attorney as to form and content; and be it further

RESOLVED, that the Town Supervisor, Town staff, and consulting engineers are hereby authorized to take all actions necessary to complete and submit the WIIA Grant and Loan Applications and to pursue all available funding for the Eastside Drive Water District Project through NYSEFC and any other applicable funding programs.

ROLL CALL VOTE

Ayes: Councilwoman Bellamy, Councilman Fantini, Councilman Manir,
Councilwoman Reid, Supervisor Barrett

Noes: None

DECLARED ADOPTED

June 16, 2026

Caitlin Fantini, Town Clerk



RESOLUTION

#15

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. __ of 2026, a resolution to accept no-cost technical assistance from Capital District Regional Planning Commission (CDRPC) and authorize the preparation of a 2026 Town of Clifton Park Local Government Operations Greenhouse Gas Inventory and 2027 Local Government Operations Climate Action Plan.

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

WHEREAS, the Town of Clifton Park pledged to take part in the NYS Department of Environmental Conservation's (NYSDEC) Climate Smart Communities Initiative and adopted the NYSDEC's Climate Smart Communities Program, through Town Board Resolution No. 274 of 2009, in order to reduce greenhouse gas emissions, conserve energy, and protect the community's quality of life in adapting to a changing climate; and

WHEREAS, the Town of Clifton Park established its Climate Smart Community Task Force, comprised of town officials and environmental volunteer community leaders, and Coordinator, by Town Board Resolution No. 69 of 2024; and further updated the Climate Smart Community Task Force membership by Resolution No. 1 of 2026; and

WHEREAS, the Capital District Regional Planning Commission (CDRPC) has been awarded a NYSDEC Climate Leadership Communities Certification, which enables CDRPC to provide no-cost technical assistance and report preparation services to the Town of Clifton Park, to help the Town of Clifton Park and its Town of Clifton Park Climate Smart Community Task Force fulfill its goals to complete these Climate Smart Communities tasks; and

WHEREAS, CDRPC will prepare a Town of Clifton Park Local Government Operations Greenhouse Gas Emissions Inventory, and Local Government Operations Climate Action Plan in collaboration with the Town of Clifton Park Climate Smart Community Task Force, using the most recent years' data available toward completion of the following action items toward NYSDEC Climate Smart Communities certification:

- 1) Pledge Element 2: Local Government Operations GHG inventory Report
- 2) Pledge Element 2: Local Government Operations Climate Action Plan

; and

WHEREAS, the Town of Clifton Park Climate Smart Task Force, will collaborate with CDRPC in the development of these public documents, review drafts, and provide valuable feedback on iterations that result in a final draft; and

WHEREAS, CDRPC with the Town of Clifton Park Climate Smart Community Task Force will present a summary of the final draft including the greenhouse gas emissions inventory results, target reduction plan, and components of the draft local government operations Climate Action Plan to the Town of Clifton Park Town Board for their review; and

WHEREAS, the Clifton Park Local Government Greenhouse Gas Emissions Inventory Report and Clifton Park Local Government Operations Climate Action Plan are being prepared with the goal and intention to be submitted by the Town of Clifton Park and CDR-PC to the NYSDEC Office for Climate Change for consideration of points toward Climate Smart Communities certification for the Town of Clifton Park; now, therefore, be it

RESOLVED, that the Town Board of the Town of Clifton Park hereby authorizes the Town of Clifton Park Climate Smart Community Task Force to work with and collaborate with CDRPC in the preparation of Clifton Park Local Government Operations Greenhouse Gas Emission Inventory Report as the first phase starting in 2026; and once completed; move on to pursue a Town of Clifton Park Local Government Operations Climate Action Plan as a goal for 2027; and be it further

RESOLVED, that the Town Board authorizes the Town Supervisor to sign a Letter of Commitment to CDRPC engaging the entity to work with the Town's Climate Smart Community Task Force, and to prepare a 2026 Town of Clifton Park Local Government Operations Greenhouse Gas Emission Inventory Report and, following its completion move forward to a 2027 Town of Clifton Park Local Government Operations Climate Action Plan, through a no-cost assistance opportunity available through a NYSDEC Climate Leadership Communities certification to CDRPC, and further requests that CDRPC and the Clifton-Park Climate Task Force report back to the Town of Clifton Park Town Board to present the two plans; and be it further

RESOLVED, the Town Board supports the preparation of these documents with the intention of submission of these documents to the NYSDEC Office for Climate Change for consideration of points toward Climate Smart Communities certification for the Town of Clifton Park.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Saturday, July 4, 2026 3:56 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #3235

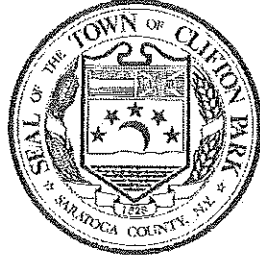
A new resolution request has been submitted. The details of this resolution request are included below.

Department: Town Board
Your Name: Zabed Manir
Your Email: zmanir@cliftonparj.org
Sponsor: Zabed Manir
Agenda Session Date: 07/07/2026 ✓
Board Meeting Date: 07/07/2026 ✓
Alternate Date: 07/07/2026
Budget Number: N/A
Budget Description: N/A
Amount: N/A
Brief Description: No Cost Climate Action Plan Resolution.
Add Supporting Docs:

[8e6666e2d8ff60fe_Climate_Action.pdf](#)

Additional Comments/Details: Also use the attached tempate for Supervisor to sign the agreement.
Agree to Terms: Agree

[unsubscribe](#)



RESOLUTION

#16

PHILIP C. BARRETT
Supervisor

•

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

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MARIO L. FANTINI
Councilman

Resolution No. ____ of 2026, a resolution authorizing the issuance of a Mass Gathering Permit to Cirque Entertainment III, LLC for shows to be held at Clifton Park Center July 10-13, 2026.

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

WHEREAS, a permit for a mass gathering has been submitted by Cirque Entertainment III, LLC, seeking authorization for a function to be held at the Clifton Park Center, July 10-13, 2026, and

WHEREAS, the Town has been included as an additional insured on two policies of liability insurance, one from the Clifton Park Center owner and the other from the Cirque Entertainment III, LLC, and

WHEREAS, the Town Board, after due consideration has determined that this planned event will have a “minimal impact” on the health, safety and security of Town residents and property; now, therefore, be it

RESOLVED, that the Town Board determines that the planned event will have a minimal impact on the public health, safety and welfare of Town residents and property and approves of the permit being issued by the Town Clerk based on the preliminary application, as per Town Code Chapter 64, Section 64-6 (A).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, June 30, 2026 3:59 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagnello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #3232

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

Department: Town Clerk

Your Name: Caitlin Fantini

Your Email: cfantini@cliftonpark.org

Sponsor: Z. Manir

Agenda Session Date: 07/07/2026 ✓

Board Meeting Date: 07/07/2026 ✓

Alternate Date: 07/07/2026

Budget Number: N/A

Budget Description: N/A

Amount: N/A

Brief Description: Mass Gathering Permit for Cirque Entertainment IIII, LLC for shows July 10 through July 13, 2026

Add Supporting Docs:

[d26d41876611509d_Mass-Gathering-Permit_Form_Feb_2026_.pdf](#)

[e6e2812ee01af151_2026-06-30_Town_Atty_Memo-Insurance_Policies_and_Surety_Bond-_Town_Mass_Gatherings.pdf](#)

[81edaa0534d0de80_Microsoft_Outlook_-_Memo_Style.pdf](#)

Additional Comments/Details: n/a

Agree to Terms: Agree

[unsubscribe](#)

**TOWN OF CLIFTON PARK
MASS GATHERING PERMIT APPLICATION**

Event Name: Paranormal Cirque

Date(s): July 10 - 13, 2026

Applicant's Name: Mark Landon

Name of Organization: Cirque Entertainment III, LLC

Director(s): Manuel Rebecchi

Address: 2903 9th St West, Bradenton, FL 34205 Phone: 909-986-7502

Cell Phone: 909-687-6778 Email: Mark@showfrontend.com

Contact Person(s) during the Event:
Mark Landon Phone: 909-687-6778

Agent (Name of Person(s) who is authorized to accept notices or summonses):
Manuel Rebecchi

Please provide the following information:

1. Number of people expected to attend the gathering - participants: 400-500 people per show

2. Location of the gathering: Clifton Park Mall

3. Description of the type of gathering to be held: Circus performances under big top tent

4. Dates and times the gathering will be held: July 10 - 13, times vary 5:30 - 11:30 pm

5. Estimated length of stay of attendees: Two Hours

6. Name of property owner: Clifton Park Mall

Address of property owner: 22 Clifton Country Rd

Phone/Fax Number of property owner: (518) 371-7467

7. Name of the solid waste (garbage) haulers contracted & delivery date: Delivery July 8, pick up July 14
Budget Dumpster

a. How will garbage containers be monitored? Emptied after every show.

b. Who will oversee monitoring garbage container: Delena Fusco
(Solid waste must be removed from the site within 24 hours of the end of the event.)

8. Liquid waste (portable toilets) haulers contracted & delivery date: Mike's Portables, Delivery July 8
(Toilets must be located 300 ft from spectator area)
- How many permanent toilets are located at the site? Inside Mall
 - How many portable toilets (inc. ADA accessible) will be rented? 1
 - How many hand wash stations will be rented? 4 (There must be 1 station for every 10 toilets & garbage can with a lid next to the station.)
 - Who will monitor and refill water, soap and paper towels at the hand-washing station? Delena Fusco
9. Will alcohol be served at the event? N/A (Please provide the New York State Liquor Authority Application for Alcoholic Beverage Control Permits. Restricted areas for alcohol must be designated on the site plan map.)
10. Drinking water must be provided. How will this be done? From Concession Stand
11. First Aid Stations: The station must be accessible by ambulance and clearly marked. Adequate medical facilities, including a first-aid station. A statement specifying the facilities to be available for emergency treatment of any person who may require medical or nursing attention. The Saratoga County Health Department must be notified of any serious injuries or communicable diseases.
First aid stations at ticket booth and concession stands.
12. How many parking attendants and traffic control guards will be provided? None needed
13. A statement specifying whether any private security guards or police will be engaged and, if so, the numbers and duties to be performed by such persons:
In-house security. See attached plan
14. You must provide a plan for dangerous conditions during the gathering. This plan will include evacuation, cancellation or delay of the gathering, and provision for support facility. Noise ordinances must be followed according to the Town of Clifton Park Town Code. An Incident Action Plan (IAP) should be included with this application.
15. Attach a site plan delineating the area where the gathering is to be held including:
- Parking area available for patrons - one car for every 4 patrons (is there adequate parking at this location?)
 - Location of entrance, exit, interior roadways, walks and Fire Lanes
 - Location of operator's headquarters at the gathering
 - Location of restroom facilities
 - Location of water stations
 - Location and number of food vendors, and types of food to be served (if known).
 - Location, number, type, and provider of solid waste containers
 - Location of the first aid station
 - Plan to provide lighting adequate to ensure the comfort and safety of attendees and staff
 - Signs must be provided that show where first aid, restroom, drinking facilities and exits are located. They must be large enough and high enough so that attendees can easily see them.
 - Will signage (Advertising, Off-Site Way Finding) be used?
 - Plan for cleaning up after the event
 - Plan for Security

16. Provide Vehicle Impact Protection Plan.

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

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

19. Will signage be used (advertising, wayfinding) No

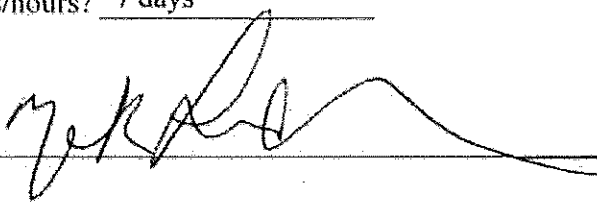
20. The Saratoga County Sheriff's Department must approve of this plan before it is presented to the Town Board. Date of approval _____

21. Fire Protection Services – (Fire lanes/Water Supply for fire control) Has local Fire Department been notified of the event? _____ Date of approval _____
Fire Department said just to apply for other permits

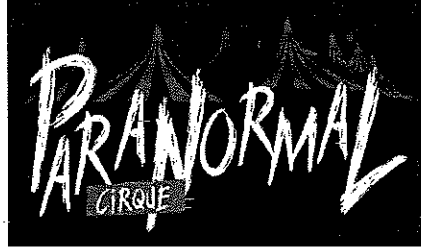
22. Is applicant in agreement with the attached Town Code Chapter 64 Assemblies, Mass Public? yes

23. Will there be a temporary housing or camping onsite during the event? yes

24. If yes how many days/hours? 7 days

Applicant's signature  Date June 16, 2026

FOR OFFICE USE ONLY	
Approved by: _____	Date: _____



SoCal-Permitting Office: 2534 S. Pleasant Ave., Ontario, CA 91761

Phone (909) 986-7502

Email – Mark@ShowFrontEnd.com

**Clifton Park, NY
Clifton Park Mall
July 10 - 13, 2026**

Set-up: July 7 - 9

Friday, July 10		7:30
Saturday, July 11	6:30	9:30
Sunday, July 12	5:30	8:30
Monday, July 13		7:30

Tear Down: July 14

The following details the circus operation:

EXPECTED ATTENDANCE: 300 per performance (average)

LENGTH OF SHOW: Approximately two hours

DIAMETER OF TENT: Approximately 136 x 207 feet

SEATING CAPACITY OF TENT: 998

SQUARE FOOT OF ENTIRE CIRCUS AREA: 200 feet by 300 feet (approx.)

NUMBER OF PARKING SPACES USED: Approximately 150

DEPTH OF TENT STAKES: 3 FEET DIG ALERT IS CALLED PRIOR TO STAKING

NUMBER OF HOUSE TRAILERS: 8

NO GAMES OF CHANCE

NO PERFORMING ANIMALS

NO ALCOHOL IS SOLD OR SERVED

NO OUTSIDE, CONTRACTED VENDORS

FIRST AID KIT IS LOCATED IN TICKET BOOTH AT ALL TIMES

CIRCUS MANAGEMENT CARRIES CELL PHONE IN CASE OF EMERGENCY 911

Paranormal Cirque is completely self-contained. The show is powered by a 250 kW generator and has a back-up generator that will turn on automatically in case the first generator fails. A source of water is usually provided to the circus by the venue on which the circus conducts business.

The main tent is round with a diameter of 124 feet. It is flame retardant and a certificate is available to you. The tent has four lighted exits, plus two tunnels that users to the front tent, with five exits available there. All exits are ten-feet wide. There are fourteen fire extinguishers total within the two tents, located at the exits and on each of the center poles, which are serviced and inspected on a regular basis. Additional fire extinguishers are located at the generator and inside the ticket booth

Paranormal Cirque will have five porta-potties plus one handicapped accessible porta-potty with four hand washing stations. These are serviced on a regular basis. Waste is disposed of via a 30 yard dumpster which is rented in each city.

As public safety is a major concern, Paranormal Cirque has six unarmed, in-house security staff on-duty during show hours. (Typically no outside security is needed, nor hired.) They see to it that all city ordinances are consistently observed, as well as assisting with on-site parking and crowd control, as needed. Since the success of the show is partially dependent on the visual elements, security will be dressed in wardrobe fitting the theme of the show.

In order to accommodate physically challenged patrons, Paranormal Cirque has implemented the following in accordance with **TITLE 24 DISABLED ACCESS**:

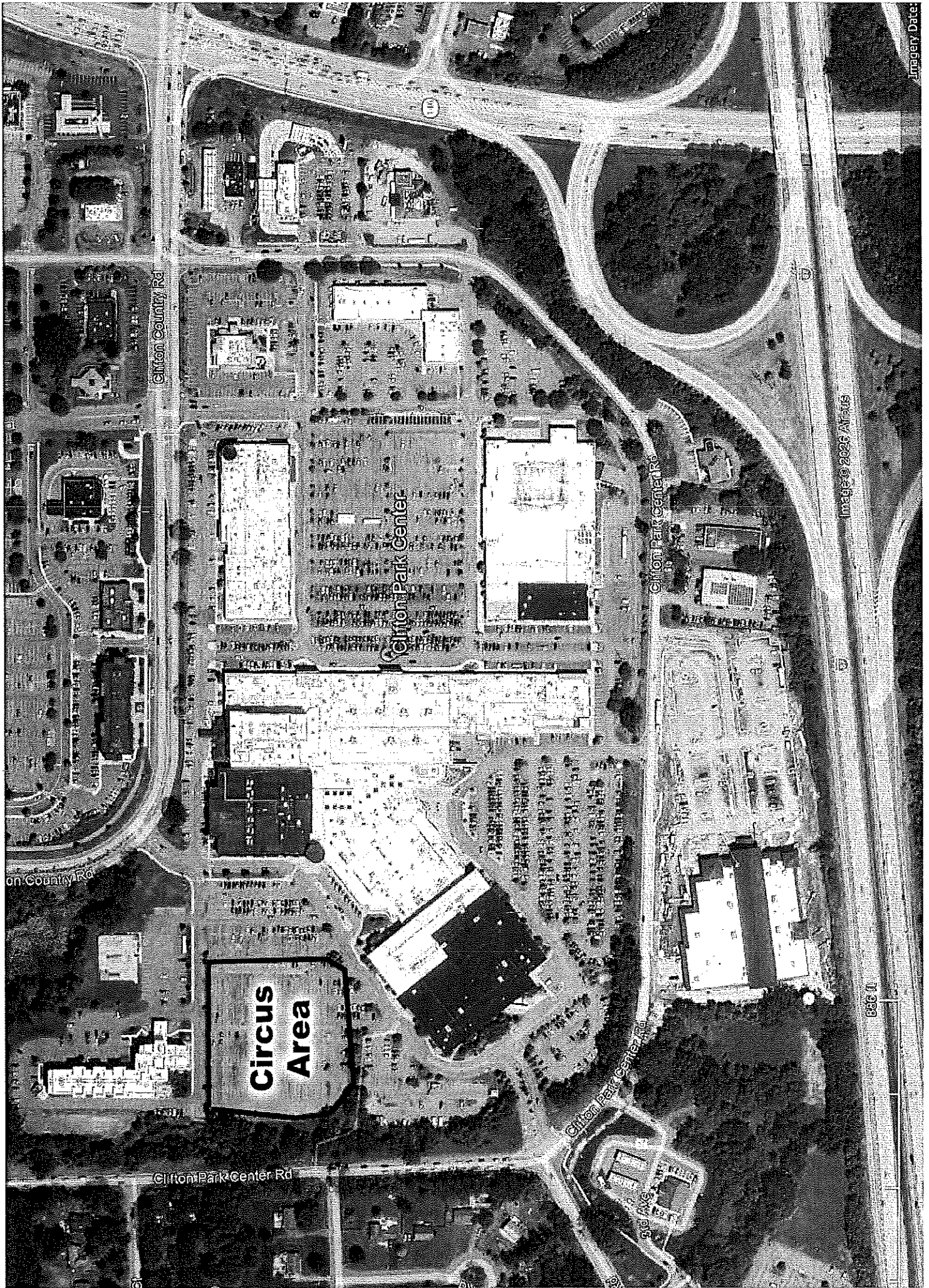
1. A designated parking area at the closest point of access to the circus. This will be located as close as logistically feasible to the entrance of the circus.
2. A physically challenged drop-off zone at the nearest point possible to the entrance.
3. One handicapped restroom, equipped with handrails and ramps will be available at all times.

Paranormal Cirque arrives on site two days before the day of the first scheduled performance. Set-up begins early morning of that day. All inspections are scheduled for opening day around 10:00 A.M. At this time, the circus is set up enough for inspectors, while not yet open to the public, allowing circus personnel to make any needed adjustments as required. At conclusion of appearance, Paranormal Cirque patches all stake holes with cold patch on the bottom and topped off by a hot patch.

If you have special concerns that need to be addressed, I would suggest coming out on one of the set-up days and speaking with circus General Manager. This can be easily arranged for you. Site will be restored to original condition upon its departure.

If I can be of assistance, please call me at **(909) 986-7502**.

Mark Landon
Agent



Clifton County Rd

Circus Area

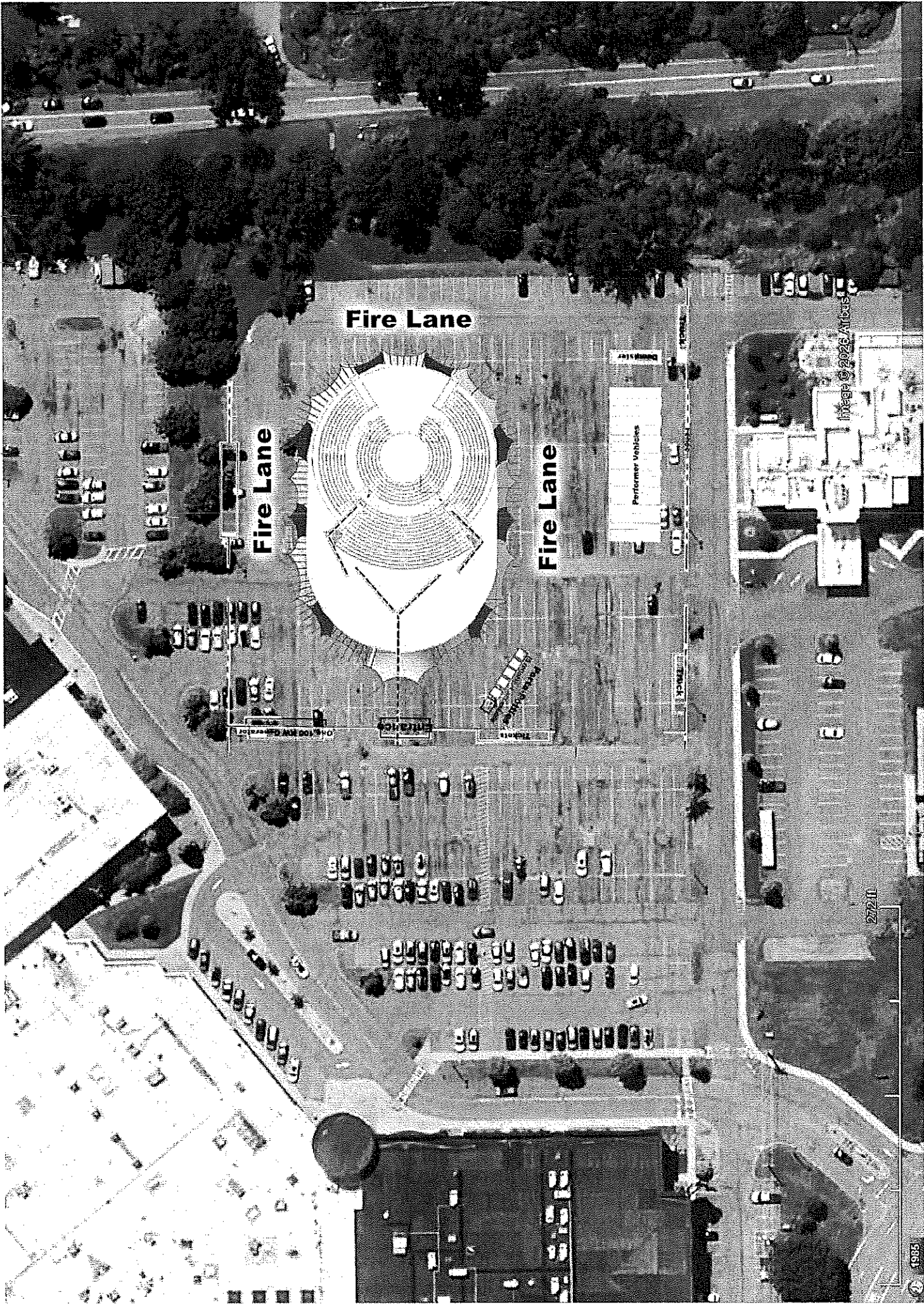
Clifton Park Center

Clifton Park Center

Clifton Park Center Rd

Image © 2006 Alphas

Imagery Date:



Fire Lane

Fire Lane

Fire Lane

Performer Vehicles

Image © 2026 Airbus

27211

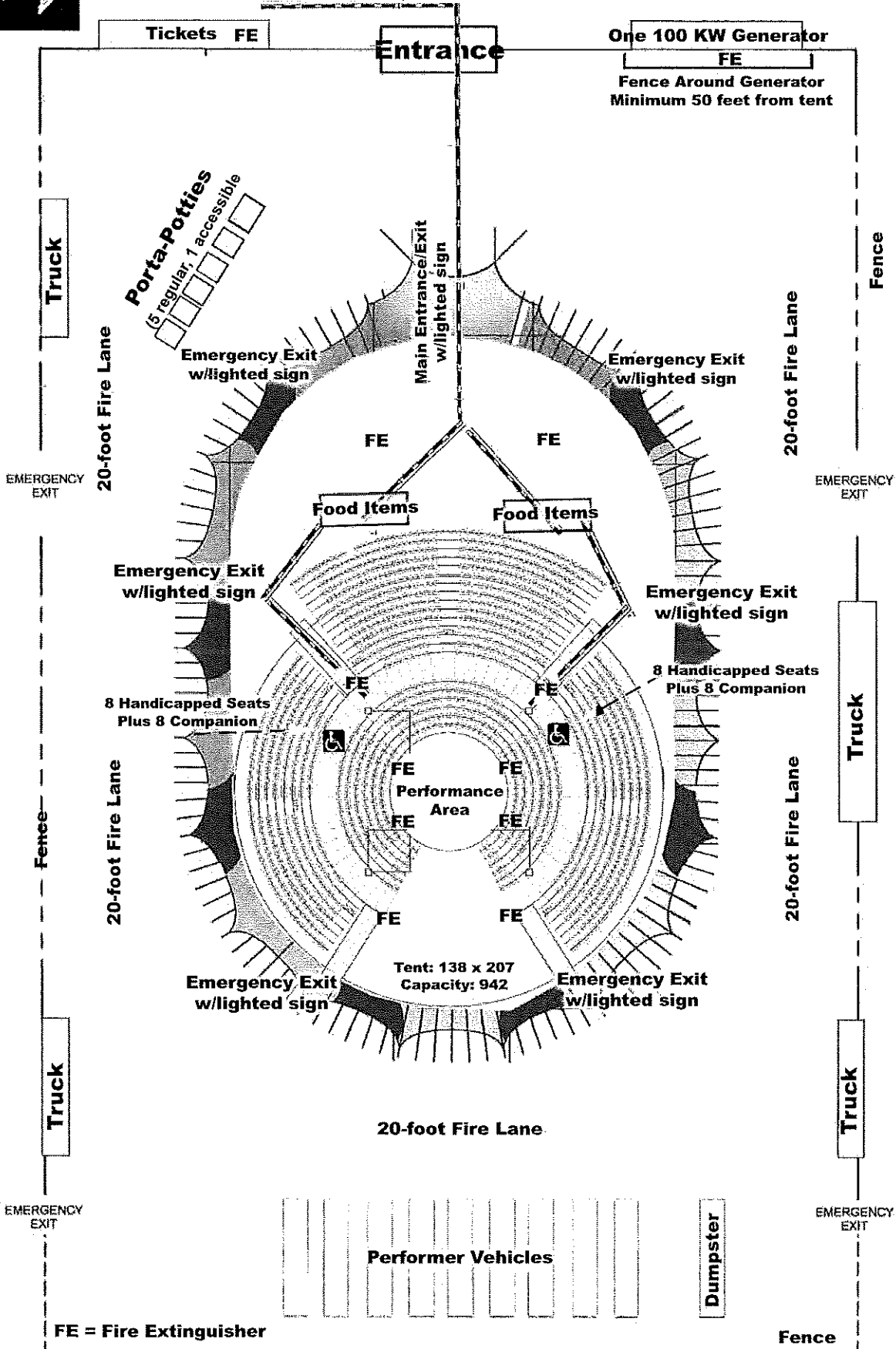
1985



Accessible Path of Travel



Entire Generic Layout Approx Dimensions: 250 x 300. Please note that actual dimensions and layout of lot may vary depending on proximity to streets, traffic lanes, neighboring buildings and obstructions.



NOTES:

Lighted Exit signs have 3 sources of power (back-up Generator and battery back-up)
No Smoking Signs Posted Throughout tent
Curtain at Emergency Exits are 10-foot wide with contrasting colors on free sliding poles

This is a generic lot layout. Modifications may be made, as necessary, for specific locations



FLAME RETARDANT

Fabric Registration

LICENSE NUMBER: F-044408

PRECONTRAIINT 702 BLACKOUT

Product Marketed by:

SERGE FERRARI

ZONE INDUSTRIELLE BP54 38352 LA TOUR DU PIN
CEDEX

Issue Date : 05/19/2025

Expiration Date : 06/30/2026

This product meets the minimum requirements of flame resistance established by the California State Fire Marshal for products identified in Section 13115, California Health and Safety Code. The scope of the approved use of this product is provided in the current edition of the CALIFORNIA APPROVED LIST OF FLAME RETARDANT CHEMICALS AND FABRICS, GENERAL AND LIMITED APPLICATIONS CONCERNS published by the California State Fire Marshal.

Issued By Cortney Walker
Fire Engineering License Manager
Fire Engineering & Investigations Division

Reviewed and Approved By Patricia Setter
Program Coordinator
Fire Engineering & Investigations Division

OFFICE OF THE STATE FIRE MARSHAL

Please visit uatcalfire.govmotus.org for more information on Licensing and Permitting with CAL FIRE



Safety Plan

With the Paranormal Cirque policies which are designed to maintain a safe atmosphere, in-house security has been sufficient to provide appropriate crowd control. Since there is nothing to see other than the show itself, there are no people loitering in the area. Crowds come at show time, enter the enclosed midway area and take their seats. After the show there is nothing else to see so they exit to their cars.

The entire layout of the circus is surrounded by a six-foot high-fence with only one main entrance to the tents. Patrons are not allowed to bring backpacks and large bags into the gated area and a hand-held metal detector is used to scan those entering which reduces the opportunity for weapons to be brought into the show.

Many of the things that attract or encourage trouble or the necessity for police intervention will not be present at Paranormal Cirque. Alcohol will not be sold or served and there are no games of chance or mechanical rides. While a carnival attracts ages 12 - 22, a prime age for those who cause trouble, Paranormal Cirque primarily attracts attendees in their 20's and 30's.

Paranormal Cirque has its own security team consisting 4 unarmed security personnel (includes 1 head of security). Personnel are trained in the evacuation procedures of the fire safety plan.

All security will be scheduled one hour before each performance and stay 30 minutes after the performance. Security personal will be stationed both inside and outside the tent as well as next to the ticket booth.

Security Personnel will have access to walkie-talkies for communication between themselves in addition to cell phones that can be used to call additional personnel as well as local police or fire, if it becomes necessary.

Further, the layout of the Paranormal Cirque tent has more exists than are required by State Codes and the total number of feet on those exists also exceeds state requirements. While Paranormal Cirque only seats up 999 seats, we expect an average attendance of 300 – 500 people per show in, making the exiting far more than needed.

All requirements for aisles, lighting, electrical, generators, fire extinguishers and other safety issues are met or exceeded by Paranormal Cirque. In case of emergency, the exits lead to the fire lane, which is always kept unobstructed, making an easy path of escape for patrons.

Paranormal Cirque is expecting inspections by the local Fire Department as well as the city building department (if required) and the County Health Department. This will assure that we are meeting all those requirements for public safety.

Paranormal Cirque has trained first aid staff on site along with a first aid station.

Paranormal Cirque Trash/Recycling Plan

Paranormal Cirque does not hire or contract with outside vendors or temporary workers. All staffing will be with workers that travel with the show. The staff is currently trained on proper sanitary and clean-up procedures. There is a staff of 10 people and while some people are working throughout the day, all of them are present from one hour before the first show of the day until after the show is over and clean-up is completed.

As opposed to a carnival where patrons wander all over the property and purchase food items throughout their stay, the circus limits the areas in which the public travels, therefore the major portion of the clean up will be in a limited area.

Staff continuously cleans up the entrance area throughout the time the show is open to the public so trash does not remain on the ground. Trash is cleaned up after each performance inside the tent. And, once each day, trash will be picked up in the parking area, which is expected to be minimal since most people consume items early in the show and are unlikely to bring trash back to their car.

A trash dumpster will be contracted for placement on the grounds. Several trash cans and recycle bins are available for public use in the circus entrance area. However, due to the nature of our operation, most people buy their food products and take them immediately into the tent where they sit down. They normally let their trash fall through the bleachers, where we clean it up after each show. For this reason, almost all of the trash remains inside the tent, making the possibility of it blowing around the property minimal.

Since sodas and water are served in plastic bottles and cans, our staff will put those, along with appropriate paper products into the recycle bins and transport them to an appropriate recycling facility or make arrangements with the dumpster company for their removal.



High Wind Action Plan:

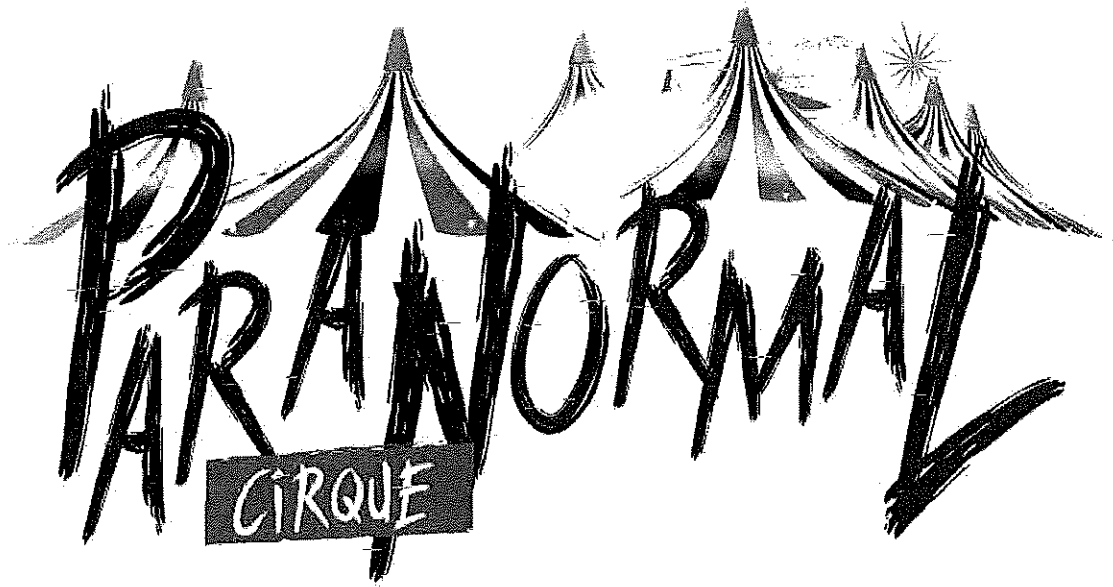
Team Leader Designation: Ben Holland & Jose Martinez

In the case of a High Winds of more than 55mph, Ben Holland & Jose Martinez will start to Evacuate the tent by notifying the staff that will assist in this measure. The public will be notified by overhead sound speaker from my sound crew which has a headset on to easily notify them without sound conflict.

The public will hear the following instructions:

“Please listen to following instructions: WE ARE REQUESTING IMMEDIATE EVATION. PLEASE LEAVE AT THE NEAREST EXIT WHERE YOU ARE LOCATED. THERE ARE SEVEN EXITS IN THE TENT. WE ASK TO WALK AND NOT RUN TO THE EXIT WHICH LEADS OUTSIDE OF THE TENT TO SAFETY. THERE ARE USHERS WITH PARANORMAL CIRQUE SHIRTS THAT WILL HELP ASSIST YOU. “

The ushers at every seven exits will then assist audience out of both tents safely by communicating a safe location away from structure of tent. All staff will have handheld devices to communicate clear and quickly in the case of emergency exit. Staff will have clothing that is easily identified from public with flashlights. The emergency Exit signs will be on if this situation were to occur. All staff leaders are certified in Crowd manager certificates as well. The staff will all leave tent and tent boss will oversee tent structure in determining if it is safe to disassemble or remove from site due to severity of weather. The installation of wind monitoring devices will help determine the extent that Paranormal Cirque staff will decide in either removal of tent or evacuate all personnel from premises to safety.



EMERGENCY FIRE AND EVACUATION PLAN

The safety of audience and employees at Paranormal Cirque and its locations is of paramount importance to management and toward that end, we have developed the following procedure to deal with emergencies and evacuation of the tent – whether due to fire or any other public safety emergency. This procedure consists of three specific actions that all staff must be familiar with, and while concerned only with Paranormal Cirque, similar procedures are in place for other sites or locations as well.

1. In the event of an evacuation due to fire or other public safety emergency, you are to follow the protocol in Section A of this plan as well as the directions of the Fire Safety Teams at each exit. They will provide emergency directions.
2. Once safely out of tent, staff must proceed to a predetermined external location a safe distance away from the Paranormal Cirque tent. We will designate the mall building as a safe location at this point.
3. Fire Safety Team members will be at each external location to take attendance and to provide directions regarding return to the tent or alternate instructions. They will also have two-way radios to communicate with management and obtain the most up to date information regarding the status of the tent and instructions for staff.

A. EMERGENCY INSTRUCTIONS

1. In the event of fire or emergency, 911 will be notified first. All staff will be notified in one of three ways or a combination

There of:

- a) The tent fire alarm at every exit will light up and notify of emergency exit. Please listen to instructs from sound crew when they notify public of the emergency exit.
- b) Verbal instructions over the tent PA system.
- c) Direct verbal instructions from members of the Fire Safety Team in the tent.

In addition to the three conditions above, if you personally see a fire or smell smoke, try to immediately contact a member of the Fire Safety Team. If there is a fire, remove anyone from the immediate area but do not try to fight the fire and do not order any kind of evacuation. If the Fire Safety Team cannot be reached, then push panic alert on walkies or notify ticket office. There are fire extinguishers at every exit and emergency exit signs next to each entrance and exit of tent.

2. After notifying staff or receiving instructions to evacuate, try to quickly do as many of the following things as possible:

- Terminate all performances, music, phone conversations, meetings, and vacate both tents, and restrooms ASAP.

- Close any cabinet drawers; secure any monies, checks or funds in areas that have such requirements.
 - In colder months, take outercoat. Women take your purse or handbag. Take any needed medications or valuables from area. If you keep comfortable shoes for emergencies, take them with you.
 - Close any box office doors behind you; remain calm and head for the emergency safe zone.
 - Walk away from tent to safe zone that is notified from Fire Safety Team.
3. Leave TENTS quickly and proceed to your predestinated assembly point and attempt to check in with Fire Safety Team personnel at that location. Remain there until further instructions.
 4. It is important for you to check in with Fire Safety Team staff once you have arrived safely as they will have two-way radios and be in touch with emergency service personnel so that they can advise when and if, it is safe to return to the tent. Checking in will also enable Fire Safety Teams to determine any staff who might still be in the tent.
 5. Do not leave or attempt to return to the tent unless you get instructions from the Fire Safety Team staff or via the special phone numbers.

In the event of a non-fire emergency, follow the same instructions as above. If you see other tent staff evacuating the tent or see emergency service personnel on site, do not panic and do not start rumors. Only the Fire Safety Team members or Emergency Service personnel have the authority to order an evacuation. If, however, at any time, you feel that your personal safety is in danger, you may leave the tent on your own. If necessary, to allay your fears or you have any questions, contact any member of the Fire Safety Teams.

TECHNICAL INFORMATION

In the event of a fire or smoke situation, Fire safety teams have portable flashlights. Each exit has fire extinguishers. There is also a PA system throughout the tent, connected to a main tent through which emergency exits are located as well and directions may be given. Staff will correspond with Fire safety and security staff in the tent or outside in designated safe meet zones. Meet zones are determined by the occurrence of any event to arise. Team will correspond to fire and police workers who might have to enter various locations in the event of an emergency.

D. FIRE SAFETY TEAMS AND THEIR DUTIES

At the direction of The Emergency Manager, each tent has a Fire Safety Team composed of responsible staff from that area who undergo training in fire safety and evacuation. The names of the Fire Safety Team members are always in Box office. The members of the Fire Safety Team are periodically trained by a class which certifies them as a Crowd Manager. The fire safety personnel as well as Fire Department, Police, or any government personnel notified in case of emergency are familiar with the fire safety plan, location of exits and the operation of plan.

The Fire Safety Teams will direct evacuations of the tent in any emergency – including fires, high winds, gas leaks, blackouts, bomb threats or any other situation that requires evacuating the tent.

In the event of fire or evacuation, the staff shall ascertain the location of the fire or source of smoke if possible and immediately assume an emergency and notify staff immediately. Fire Safety Director in the tent, when necessary, the tent will be evacuated in accordance with directions from the PA Speaker via phone or the following guidelines:

- a) The most critical area for immediate evacuation is the tent and immediately all audience members in all locations in or near tent. Evacuation from the locations shall be instituted when instructions from the Crowd Control Managers or conditions indicate such action. Evacuation should be via uncontaminated areas. Staff will keep areas vacant being used by the Fire Department. If this is not possible, they shall try to consult Fire Department personnel before entering or relocating.
- b) Crowd Control Managers and staff shall see that all occupants are notified of the fire or other Emergency and those they proceed immediately to execute the Fire Safety or Evacuation Plan.
- c) The Crowd Control Managers on the premises shall, as soon as practicable, notify the Fire Department and 9-1-1 Station of the particulars of the emergency.
- d) The Crowd Control Managers, shall, execute the Fire Safety Plan and notify the Fire Department of the means being used for evacuation and any other particulars.
- e) In the event that exits are affected by fire or above are unusable due to a contamination or cut off by fire and/or smoke, or that several exits fire involving large numbers of occupants must be evacuated, the accordance with directions from Fire Department and local police will be followed.
- f) Although the tent uses detection system with emergency backup power, Cirque Italia staff member makes rounds several times a day to manually check for fires and smoke conditions.
- g) Fire safety teams will wear fluorescent green vest during an emergency. They will also have flashlights and portable radios to communicate with the emergency control director.

E. DISABLED EMPLOYEES OR PUBLIC

1. It is each Crowd Control Managers responsibility to periodically meet with staff to discuss any employees or number of disabled public attendees who needs assistance during an evacuation because of physical disability. Fire Teams are responsible for maintaining an updated list of such personnel or public and to assign “buddies” to assist during an evacuation. Advance plans must be worked out between the Crowd Control Managers and the individual.
2. With the assistance of the designated Crowd Control Manager or co-worker, a disabled audience member or employee

should proceed to the ramp exit if assemble to assure safe exit and await assistance by authorized personnel.

3. If exits are determined to be unusable, you will be so informed over the PA System or radio handsets System or by Crowd Control Managers, and you will either be met by Emergency Personnel or your assigned helper, and they will assist you to the nearest exit and the nearest safe assembly area.

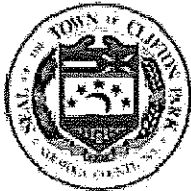
4. Crowd Control Manager teams will be trained in the use of this equipment and will have authority to use them. The disabled people will need to be sure they are assistance and can walk with the help of Paranormal Cirque staff or personnel.

Caitlin Fantini

From: John DeSimone
Sent: Friday, June 26, 2026 12:21 PM
To: Caitlin Fantini
Subject: FW: Mass Gathering

Caitlin,
Sheriffs' response is below.
Regards,

John DeSimone
Chief, Bureau of Fire Prevention
Town of Clifton Park
jdesimone@cliftonpark.org
518-371-6702



From: Jeffrey O'Connor <JOConnor@saratogacountyny.gov>
Sent: Thursday, June 18, 2026 11:10 AM
To: John DeSimone <JDeSimone@cliftonpark.org>
Subject: Re: Mass Gathering

I don't see any issue with it, can't be worse than the carnival that is planned. I am assuming they will have their own security if it is necessary and would call upon us for normal police services if needed.

Jeffrey O'Connor
Patrol Captain
Saratoga County Sheriff's Office
(C) 518-948-3297

From: John DeSimone <JDeSimone@cliftonpark.org>
Sent: Thursday, 18 June 2026 10:20:49
To: Jeffrey O'Connor <JOConnor@saratogacountyny.gov>
Subject: FW: Mass Gathering

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

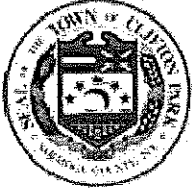
Jeff,

This is another event that is trying to come to our town. Please see number 20 on the mass gathering application. I will ensure all emergency departments are informed and provided the approved site

plan. Question 20 does require your acknowledgement. We are wondering if they did reach out to you. Also, are you okay with this event taken place?

Regards,

John DeSimone
Chief, Bureau of Fire Prevention
Town of Clifton Park
jdesimone@cliftonpark.org
518-371-6702



From: Caitlin Fantini <CFantini@cliftonpark.org>
Sent: Thursday, June 18, 2026 9:54 AM
To: John DeSimone <JDeSimone@cliftonpark.org>
Subject: Fw: Mass Gathering

From: Caitlin Fantini
Sent: Tuesday, June 16, 2026 3:13 PM
To: Scott Reese <SReese@cliftonpark.org>; John Scavo <jscavo@cliftonpark.org>
Subject: FW: Mass Gathering

Attached is our mass gathering form let me know about questions 20 when you get a chance and let me know if you need additional information

Thank you
Caitlin S. Fantini
Clifton Park Town Clerk
518-371-6681 ext. 206

From: Mark Landon <mark@showfrontend.com>
Sent: Tuesday, June 16, 2026 2:57 PM
To: Caitlin Fantini <CFantini@cliftonpark.org>
Cc: Raina Munafo <rmunafo@cliftonpark.org>
Subject: RE: Mass Gathering

Attached is the application and additional information. Please let me know if I can provide anything else

Mark Landon
909-986-7502

From: Caitlin Fantini <CFantini@cliftonpark.org>
Sent: Tuesday, June 16, 2026 11:38 AM
To: mark@showfrontend.com
Cc: Raina Munafo <rmunafo@cliftonpark.org>
Subject: RE: Mass Gathering

Good afternoon Mark, please see the attached updated form, if you could please submit this form instead. Also I do just want you to be aware that we are on a very strict timeline, as this permit will need to be approved by the Town Board, before the event, so the soonest we can get the approval would be 7/7/2026. All paperwork must be completed and approved by 7/2/26 so the Board will have time to review before approving the Mass Gathering Permit. Also please see the attached Town Code in regards to mass gatherings.

Thank you

Caitlin S. Fantini

Clifton Park Town Clerk

#1 Town Hall Plaza
Clifton Park, NY 12065
cfantini@cliftonpark.org
www.cliftonparkny.gov
518-371-6681 Phone
518-383-5088 Fax



From: Caitlin Fantini
Sent: Tuesday, June 16, 2026 12:55 PM
To: 'mark@showfrontend.com' <mark@showfrontend.com>
Cc: Raina Munafo <rmunafo@cliftonpark.org>
Subject: Mass Gathering

Good afternoon Mark please see the attached application for a Mass Gathering permit. Please let me know if you have any questions.

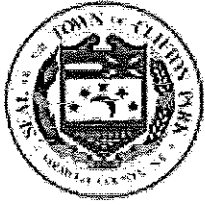
Thank you

Caitlin S. Fantini

Clifton Park Town Clerk

#1 Town Hall Plaza

Clifton Park, NY 12065
cfantini@cliftonpark.org
www.cliftonparkny.gov
518-371-6681 Phone
518-383-5088 Fax



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