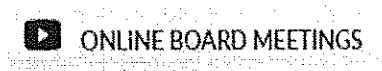


TOWN OF CLIFTON PARK TOWN BOARD MEETING

August 18, 2026

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



- I. Call to Order/7:00 P. M. – Wood Room, Town Hall**
- II. Pledge to Flag**
- III. Roll Call**
- IV. Approval of Town Board Minutes**
- V. Communications/Announcements**
- VI. Open Public Privilege**
- VII. Business**
 - **Presentation: Matt Liponis, Esq., related to a request for relief from solar moratorium**
 - **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**

Resolutions for Consideration
Clifton Park Town Board Meeting
August 18, 2026

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Buildings & Grounds	Authorize James A. Edgar Co. Inc. to install a new roof at the Burning Bush (Country Knolls) Clubhouse	P. Barrett
2. Buildings & Grounds	Authorize purchase of three (3) 8.5-foot x 20-foot V-nose enclosed trailers from Trailer King, Poughkeepsie, NY	P. Barrett
3. Buildings & Grounds	Authorize the emergency replacement of the inbound gate assembly at the Transfer Station, to be installed by AFSCO Fence Supply Co., Inc.	P. Barrett
4. Buildings & Grounds	Authorize acceptance of bid from Main Line Commercial Pools, Inc. to replace the liner in the main pool and diving well at Barney Road pool	P. Barrett
5. Buildings & Grounds	Authorize Supervisor to sign a one (1) year agreement with Samsara for GPS services for Town vehicles under NYS contract	P. Barrett
6. Planning	Authorize engagement of professional land boundary surveying services for the 32-acre Riverview Field Acquisition on Riverview Road	P. Barrett
7. Planning	Authorize issuance of not to exceed \$337,000 serial bonds related to the Eastside Drive and Route 146A water project	P. Barrett
8. Highway	Authorize the Supervisor to execute an agreement for engineering services for the Highway Department's Salt Shed Roof Replacement project	D. Bull
9. Parks & Recreation	Authorize issuance of an Alcohol Permit to Matthew Charles for a gathering at Collins Park on August 27, 2026, from 12:30pm-5:30pm	A.Reid & N..Bellamy

10. Parks & Recreation	Authorize rehiring of Linda Balenski as a Barney Road Golf Course attendant for the 2026 season effective August 19, 2026	A.Reid & N..Bellamy
11. Parks & Recreation	Authorize the Town Historian and Deputy Town Historian to attend the 2026 New York State Historian's Conference per Procurement Policy 10	A.Reid & N.Bellamy
12. Assessor	Authorize the Assessor and Valuation Assistant to attend the New York State Assessors Association Conference September 29-October 1, 2026, in Ossining, NY	P. Barrett
13. Town Board	Authorize repairs to foot bridge in Vischer Ferry Nature and Historic Preserve	M. Fantini & Z. Manir
14. Town Board	Schedule a Public Informational Meeting related to banning Flock, ALPR Cameras on Tuesday, September 15, 2026, at 7:11pm	A.Reid & Z. Manir
15. Town Board	Authorize acceptance and execution of Vertical Bridge settlement agreement and related payment to the Town	N. Bellamy
16. Town Board	Authorize the engagement of MJ Engineering for professional services related to the additional parking spaces planned for the Clifton Park Community Senior Center	Z. Manir
17. Town Board	Schedule a Public Hearing on Tuesday, September 15, 2026, at 7:08pm, related to the proposed consideration of an initial franchise agreement with Verizon for cable television service for the Town	P. Barrett
18. Town Board	Schedule a Public Hearing on Tuesday, September 1, 2026 at 7:05pm, related to authorizing full property tax exemption for certain 100% permanent and total service-disabled veterans	P. Barrett
19. Building & Development	Authorize the hiring of Aaron Cote as a full-time Fire Code Enforcement Officer	P. Barrett

20. Building &
Development

Authorize transfer of Raina Munafo from the Town Clerk's Office and her appointment as Principal Typist for the department

N. Bellamy



RESOLUTION

#1

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 replacement of the roof at the Country Knolls (Burning Bush) Clubhouse and authorize a transfer from Unassigned Fund Balance.

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

WHEREAS, sealed bids for the Country Knolls Clubhouse were opened on July 7, 2026, and

WHEREAS, James A. Edgar Co., Inc. of Scotia, NY, submitted the lowest conforming bid of \$151,300, and

WHEREAS, KB Engineering, P.C. has reviewed the submitted sealed bids and has determined that James A. Edgar Co. Inc. is qualified to do the work for which they submitted a bid, and finds the price to be reasonable and justified for the work involved, and therefore recommends awarding the contract to James A. Edgar Co. Inc., and

WHEREAS, the available amount in A-01626-00200, (General Fund – Burning Bush Clubhouse – Equipment) is \$98,800, leaving a shortfall of \$52,500; now, therefore, be it

RESOLVED, that the Town Board hereby awards the contract for the replacement of the roof at the Country Knolls (Burning Bush) Clubhouse to James A. Edgar Co. Inc., as per the attached documents, in an amount not to exceed \$151,300, to be paid from A-1626-200 (General Fund – Burning Bush Clubhouse – Equipment), with a transfer of \$52,500 from A-00914 (General Fund – Unassigned Fund Balance) to A-1626-200 (General Fund – Highway Garage – Equipment).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, July 15, 2026 10:13 AM
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 #3250

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

Department: Buildings & Grounds

Your Name: Daniel Clemens

Your Email: dclemens@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 07/21/2026 ✓

Board Meeting Date: 08/04/2026 ✓

Alternate Date: 08/18/2026

Budget Number: A-1626-200

Budget Description: General Fund - Burning Bush Clubhouse - Equipment

Amount: \$151,300.00

Brief Description: Accept the bid as recommended by KB Engineering, P.C. from James A. Edgar Co. Inc. to replace the roof on the Burning Bush (Country Knolls) Clubhouse.

Add Supporting Docs:

[af0b236909282cdb_Burning_Bush_Clubhouse_roof_replacement_res_packet_7.15.26.pdf](#)

Additional Comments/Details: This is a 20-year warranty system. Bid also includes concrete patching, fascia and gutter replacement.

Agree to Terms: Agree

[unsubscribe](#)

July 8, 2026

Mr. Philip Barrett, Supervisor
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065**Re: Town of Clifton Park
Country Knolls Clubhouse Roof Replacement Project
Contract No. 1 – General Construction
Recommendation of Award**

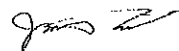
Dear Supervisor Barrett:

Sealed bids were publicly opened for the Country Knolls Clubhouse Roof Replacement Project on Tuesday, July 7, 2026. The bid results for Contract No. 1 – General Construction are shown in the table below:

<u>Contractor</u>	<u>Alternate Bid 1 – 20 Year Warranty</u>	<u>Alternate Bid 2 – 30 Year Warranty</u>
James A. Edgar Co. Inc.	\$151,300.00	\$360,700.00
Titan Roofing Inc.	\$178,400.00	\$314,900.00
MSI (Mid State Industries)	\$182,800.00	\$308,000.00
S&L Roofing & Sheetmetal Inc.	\$194,000.00	\$345,000.00
Kason LLC	\$201,000.00	\$315,000.00

Since the bids for the 30-year warranty are almost twice the cost of the 20-year warranty, we recommend not awarding the 30-year warranty. The apparent low bidder for the Alternate Bid 1 - 20 Year Warranty is James A. Edgar Co. Inc. located in Scotia, New York. We have completed numerous successful projects with James A. Edgar Co. Inc. in the past on projects of similar size and scope. They are qualified to perform the work for which they bid. The bid amount is reasonable for the scope of work involved, in our opinion.

We therefore recommend that the Town award the Alternate Bid 1 - 20 Year Warranty for Contract No. 1 – General Construction for the Country Knolls Clubhouse Roof Replacement Project to James A. Edgar Co. Inc. in the amount of \$151,300.00.

Sincerely,
KB Engineering, P.C.Jeffrey Trzeciak, P.E.
Senior Project Manager II
cc: Dan Clemens

Country Knolls Clubhouse Roof Replacement Project BID 7/7/26 @11am

COMPANY NAME	20 Year	30 year
Titan Roofing Inc.	\$178,400	\$314,900
Kason LLC	\$201,000	\$315,000
S&L Roofing & Sheetmetal Inc.	\$194,000	\$345,000
James A. Edgar Co. Inc.	\$151,300	\$360,700
MSI (Mid State Industries)	\$182,800	\$308,000

[Handwritten mark]

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Town of Clifton Park Town Hall, 1 Town Hall Plaza, Clifton Park, NY, 12065.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID

3.01 Bids

- A. Bidder will perform the following Work at the indicated prices:

Contract No. 1 – General Construction

Alternate Bid 1 – EPDM Roof with 20-Year Warranty

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1.	EPDM Roof Replacement	LS	1		\$ 123,000
2.	Concrete Fascia Repairs	SF	20		\$ 18,300
3.	Allowance No. 1 – Unforeseen Conditions	LS	1	\$10,000	\$ 10,000
Total of All Bid Items					\$ 151,300

Contract No. 1, Alternate Bid 1 – EPDM Roof with 20-Year Warranty – Total Bid Amount (written in numbers):

\$ 151,300

Contract No. 1, Alternate Bid 1 – EPDM Roof with 20-Year Warranty – Total Bid Amount (written in words):

One Hundred Fifty One Thousand Three Hundred Dollars

Dollars and

Cents

Bids shall include all associated costs for completion of that particular item of work, including but not limited to all overhead and administrative costs. Failure to include any costs or work will not be grounds for extra payment.

Alternate Bid 2 – EPDM Roof with 30-Year Warranty

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1.	EPDM Roof Replacement	LS	1	332,400	\$ 332,400
2.	Concrete Fascia Repairs	SF	20		\$ 18,300
3.	Allowance No. 2 – Unforeseen Conditions	LS	1	\$10,000	\$ 10,000
Total of All Bid Items					\$ 360,700

Contract No. 1, Alternate Bid 2 – EPDM Roof with 30-Year Warranty – Total Bid Amount (written in numbers):

\$ 360,700

Contract No. 1, Alternate Bid 2 – EPDM Roof with 30-Year Warranty – Total Bid Amount (written in words):

Three Hundred Sixty Thousand Seven Hundred Dollars

Dollars and

Cents

Bids shall include all associated costs for completion of that particular item of work, including but not limited to all overhead and administrative costs. Failure to include any costs or work will not be grounds for extra payment.

NOTE: The Town of Clifton Park reserves the right to award one or neither of the Alternate Bids.

Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders and Advertisement to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders and the Advertisement to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
Addendum 1	6/24/26

5.04 *Required Documents*

- A. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.
- B. If the undersigned fails to execute the contract and furnish a satisfactory bond as stated in the foregoing Advertisement for Bids within ten days from the date of notification of the awarding of the contract, the OWNER may, at its option, determine that the undersigned has forfeited the contract and the certified check or bid bond accompanying this proposal shall be invoked as liquidated damages for such failure, otherwise it shall be returned to the undersigned.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder acknowledges that such reports referenced in 8.01.A.4 and 8.01.A.5 are not contract documents and may not be complete for Bidder's purposes.
7. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown, or indicated, in the bidding documents with respect to underground facilities at or contiguous to the site.
8. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
9. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
10. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
11. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
12. Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with the General Conditions on or before the dates indicated in the Agreement. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.
13. Bidder has correlated the information known to Bidder. Information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.
14. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
15. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

16. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

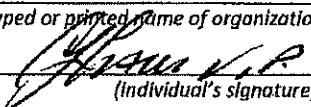
6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

James A. Edgar Company, Inc.
(typed or printed name of organization)
By: 
(individual's signature)
Name: Chris Carr
(typed or printed)
Title: Vice President
(typed or printed)
Date: 7/6/2026
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: 
(individual's signature)
Name: Chris Carr
(typed or printed)
Title: Vice President
(typed or printed)
Date: 7/6/2026
(typed or printed)

Address for giving notices:

2990 Amsterdam Rd, Scotia, NY 12302

Bidder's Contact:

Name: Chris Carr
(typed or printed)
Title: Vice President
(typed or printed)
Phone: 518-346-8896
Email: ccarr@jaeroofinginc.com
Address: 2990 Amsterdam Rd, Scotia, NY 12302

Bidder's Contractor License No.: (if applicable)

004313

BID BOND

(Attach Bid surety to this Page)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

004513

QUALIFICATIONS STATEMENT

SECTION 004513
QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		James A Edgar Co Inc.	
Corporate Office			
Name:	Chris Carr	Phone number:	518-346-8896
Title:	Vice President	Email address:	ccarr@JaeRoofingInc.com
Business address of corporate office:		2990 Amsterdam Rd.	
		Scolia, NY 12302	
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1977	State in which Business was formed:	NY
Is this Business authorized to operate in the Project location?		☒ Yes ☐ No ☐ Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Chris Carr	Title:	Vice President
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ No Limit
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Not Applicable		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☒ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		

☐ Other			
☐ None			

ARTICLE 4—SAFETY

4.01 Provide Information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	John Sturges		
Safety Certifications			
Certification Name	Issuing Agency	Expiration	
ISNetworld			
Avetta			

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2023			2022			2021		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
	.84			.84			.81		

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Keybank		
Business address:			
Date of Business's most recent financial statement:	12/31/2022	☐ Attached	
Date of Business's most recent audited financial statement:		☐ Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			27.10
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			24.41

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	CNA Western Surety		
Surety is a corporation organized and existing under the laws of the state of:			SD
Is surety authorized to provide surety bonds in the Project location?			☒ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
☒ Yes ☐ No			
Mailing Address (principal place of business):	151 N Franklin St 17th Floor		
	Chicago, IL 60606		
Physical Address (principal place of business):			
Phone (main):	607-217-4610	Phone (claims):	

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
National Fire Insurance Company of new Hartford	Comm GL, Comm Auto, Workers Comp
Accident Fund Insurance Co of America	Excess Umbrella
Are providers licensed or authorized to issue policies in the Project location?	
☒ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?	
☒ Yes ☐ No	
Mailing Address (principal place of business):	Mirabito-Gresham Ins & Bonds Agency LLC
	423 Commerce Road, Suite 2
	Vestal, NY 13850
Physical Address (principal place of business):	
Phone (main):	607-217-4610
Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	40
Estimate of revenue for the current year:	6 Mil
Estimate of revenue for the previous year:	6 Mil

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 47			
As a general contractor:	47	As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No			
Been released from a bid in the past 5 years? ☐ Yes ☒ No			
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No			
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

This Statement of Qualifications is offered by:

Business: James A Edgar Co Inc.
(typed or printed name of organization)

By: *(individual's signature)*

Name: Chris Carr
(typed or printed)

Title: Vice President
(typed or printed)

Date: 07/6/2026
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: *(individual's signature)*

Name: Sharon Morton
(typed or printed)

Title: Office Administrator
(typed or printed)

Address for giving notices:
2990 Amsterdam Rd., Scotia, NY 12302

Designated Representative:

Name: Chris Carr
(typed or printed)

Title: Vice President
(typed or printed)

Address: 2990 Amsterdam Rd., Scotia, NY 12302

Phone: 518-346-8896

Email: ccarr@JaeRoofingInc.com

See Attached AIA

Schedule A—Current Projects

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					

Project Owner		Project Name	
General Description of Project			
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					

Project Owner		Project Name	
General Description of Project			
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

See Attached AIA

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost		Date Project	
Key Project Personnel		Safety Manager	
Name		Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel		Safety Manager	
Name		Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel		Safety Manager	
Name		Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel		Safety Manager	
Name		Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email

Schedule B—Previous Experience with Similar Projects

See Attached AIA

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
General Description of Project		Project Name	
Project Cost			
Key Project Personnel	Project Manager	Date Project	
Name		Project Superintendent	Safety Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
General Description of Project		Project Name	
Project Cost			
Key Project Personnel	Project Manager	Date Project	
Name		Project Superintendent	Safety Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
General Description of Project		Project Name	
Project Cost			
Key Project Personnel	Project Manager	Date Project	
Name		Project Superintendent	Safety Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email

Schedule C—Key Individuals

Project Manager			
Name of individual		Sebastian Brouty	
Years of experience as project manager		8	
Years of experience with this organization		14	
Number of similar projects as project manager		40	
Number of similar projects in other positions		+50	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Al Spagnuolo	Name	Patty Murray
Title/Position	Facilities/Construction	Title/Position	Project Engineer
Organization	Global Foundries	Organization	Turner Construction
Telephone	845-894-1078	Telephone	518-416-9164
Email	Albert.Spagnuolo@GlobalFoundries.com	Email	PLMurray@Tcco.com
Project	Bldg 323	Project	Albany City Schools
Candidate's role on project	Construction PM	Candidate's role on project	Construction CM
Project Superintendent			
Name of individual		Sean Carmody	
Years of experience as project superintendent		4	
Years of experience with this organization		8	
Number of similar projects as project superintendent		20	
Number of similar projects in other positions		+50	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	

Safety Manager			
Name of individual		John Sturges	
Years of experience as project manager		30	
Years of experience with this organization		20	
Number of similar projects as project manager		+200	
Number of similar projects in other positions		+200	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

004519

NON-COLLUSION AFFIDAVIT

**TOWN OF CLIFTON PARK
COUNTRY KNOLLS CLUBHOUSE
ROOF REPLACEMENT**

004519
Noncollusion Affidavit

Every bid or proposal made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

By submission of this bid, each bidder and each person signing on behalf of any bidder, or in the case of a joint bid each party thereto, certifies that:

such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

such bid is genuine and not collusive or sham;

said bidder has not directly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding;

said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit or cost element of such bid price, nor of that of any other bidder, nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract;

all statements contained in such bid are true;

and, further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown

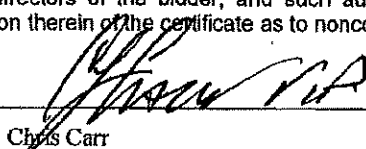
thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such persons or persons as have a partnership or other financial interest with said bidder in his general business.

No bid shall be considered for award, neither shall any award be made where above items have not been complied with.

If the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons why the above items have not been complied with. The bid shall not be considered for award, neither shall any award be made, unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or the appointed designee, determines that such disclosure was not made for the purpose of restricting competition.

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to noncollusion as the act and deed of the corporation.

Signature :


Chris Carr

Print Name:

Title

Vice President

Business Address of Bidder

2990 Amsterdam Rd, Scotia, NY 12302

Dated:

7/6/2026

NONCOLLUSION AFFIDAVIT MUST BE INSERTED IN PROJECT MANUAL

AIA Document A 305 – Article 3.4

3.4 WORK IN PROGRESS

PROJECT/OWNER	LOCATION	TYPE	\$ VALUE	% Complete	DESIGNER
>US DOE-KAPL Naval Nuclear	Niskayuna, NY	IDIQ	\$ 750,000	23%	US DOE Engineering
>US DOE-KSO Naval Nuclear	W Milton, NY	IDIQ	\$ 750,000	17%	US DOE Engineering
>Cohoes CSD	Cohoes, NY	New Roof/Alts	\$ 1,105,100	98%	CS Arch/Turner
>US DOE-Wainschaff KAPL T3	Niskayuna, NY	New/SP	\$ 705,000	90%	MRB/Wainschaff
>Sylvan Beach WWTP Upgrades	Sylvan Beach, NY	Reroof/SP	\$ 1,127,600	64%	Dodson & Assoc
>National Grid-N Albany (Main)	Albany, NY	Reroof/SP	\$ 2,800,000	80%	US DOE
>US DOE-KAPL Bldg A1	Niskayuna, NY	Reroof/SP	\$ 385,800	40%	Beardsley/Fluor
>US DOE-KAPL Bldg A11	Niskayuna, NY	Reroof/SP/SMR	\$ 522,000	0%	Beardsley/Fluor
>Lee Dye (Hawkins)	Gloversville, NY	ReRoof	\$ 143,000.	60%	LEE/JAE
>Niskayuna CSD	Niskayuna, NY	MSA	\$ 100,000.	60%	Nisky CSD
>Amsterdam CSD	Amsterdam, NY	MSA	\$ 100,000.	60%	Amsterdam CSD

3.4 PROJECT REFERENCE CONTACTS

PROJECT	CM/GC	Contact	Phone	Email
Albany City Schools	Tumer Const,	Patty Murray	518-416-9164	Em: PLMurray@Tcco.com
Ballston Spa CSD	Saratoga PM	Bill McMordie	518-462-0555	Em: BMcmordie@Saratoga-Pm.com
East Greenbush Schools	Sano Rubin CM	Tom Sirianni	518-857-7865	Em: TSirianni@SanoRubin.com
KSO Bldg 22	Multi-Phase CC	Matt Kryzak	518-861-3638	Em: MKryzak@MultiPhaseCC.com
KAPL Bldg C7	PJ Dick CC	Mike McCardle	518-804-5332	Em: Michael.McCardle@PJDick.com
Siena College RBH Hall	Siena	Thomas Buscher	518-728-2847	Em: TBuscher@Siena.edu
Stratton VA Chiller	Stratton VA	Bernie Lawrence	518-626-6822	Em: James.Lawrence2@VA.gov
Hudson City Schools	BBL CM	Robin Scrodanus	518-452-8200	Em: RScrodanus@BBL ConstructionManagement.com
Global Foundries VT	PC Construction	Tim Ward	802-316-2407	Em: TWard@PCConstruction.com
Global Foundries NY	Onsemi	Al Spagnuolo	845-894-1078	Em: Albert.Spagnuolo@Onsemi.com
Skidmore College	Skidmore	Matt Folts	518-580-5870	Em: MFolts@Skidmore.edu
National Grid-Multiple	National Grid	Val Countryman	585-259-8430	Em: Valerie.Countryman@NationalGrid.com
National Grid-	JLL	Amanda Fischer	518-907-8281	Em: Amanda.Fischer@am.jll.com
Owens Corning	BTA/OC	Garth Depuy	315-842-0638	Em: Garth.Depuy@OwensCorning.com

AIA Document A 305 – Article 3.6

3.6 EXPERIENCE

Christopher J. Carr

Vice President – James A. Edgar Co., Inc.	2006 – Present
Project Manager – James A. Edgar Co., Inc.	1999 – 2006
Supervisor – Apple Roofing Corp.	1994 – 1999
Supervisor – J & B Installations, Inc.	1990 – 1994

Blake Matuszczak

GM Operations/PM – James A. Edgar Co., Inc.	2021 – Present
Supervisor – James A. Edgar Co., Inc.	2015 – 2021
Fore/Rfr – James A. Edgar Co., Inc.	2012 – 2015

John Sturges

Project Manager/Safety Officer – James A. Edgar Co., Inc.	2005 – Present
Supt – Associated Construction	1995 – 2005

Sebastian Brouty

Project Manager – James A. Edgar Co., Inc.	2022 – Present
Fore/Rfr – James A. Edgar Co., Inc.	2016 – 2022

Sean Carmody

Supervisor – James A. Edgar Co., Inc.	2020 – Present
---------------------------------------	----------------

Patrick Hyam

SM/PM/OSSR – James A. Edgar Co., Inc.	2018 – Present
Service Manager – James A. Edgar Co., Inc.	2014 – 2018

Zach Wilder

Asst Service Manager – James A. Edgar Co., Inc.	2012 – Present
---	----------------

Dylan Marolf

Supervisor – James A. Edgar Co., Inc.	2014 – Present
---------------------------------------	----------------



2990 Amsterdam Rd.
Scotia, NY 12302

PH: (518) 346-8896
Fx: (518) 377-8114
Em: ccarr@JaeRoofingInc.com

AIA Document A 305 – Article 3.5

3.5 MAJOR PROJECTS

JOB NAME	CITY	ST	DESIGNER	YR	AMT	SIZE	
Global Foundries B321 Fab 10	Fishkill	NY	Cosentino Arch/Global	2017	\$ 859,000	108,600 SF	SP
RCDA-DDSA	Albany	NY	Bill Hope/RCDA	2017	\$ 78,000	12,700 SF	SP
DF Chase-SAIA-PA/NJ/MO	PA/NJ/MO	Mult	DF Chase Inc	2017	\$ 98,000	14,000 SF	SP/SM
TriValley CSD	Grahamsville	Ny	SWBR	2017	\$ 2,142,200	97,500 SF	SP
Excelsior College-Albany	Albany	NY	Excelsior Facilities	2017	\$ 213,600	25,700 SF	SP
Print Bear Elk St	Amsterdam	NY	Facilities	2017	\$ 226,000	30,750 SF	SP
Albany Law School	Albany	NY	Roof Innovations LLC	2017	\$ 79,400	6,900 SF	SP
Viaport-NYS Tax Dept	Schenectady	NY	Viaport/Galesi	2017	\$ 155,000	44,729 SF	SP
Rosch-Coxsackie Bank	Athens	NY	Rosch Bros	2017	\$ 31,000	1,262 SF	SP
Macerich-Wilton Mall	Saratoga	NY	Harris Associates	2017	\$ 412,000	60,500 SF	SP
National Grid-ERCC	Guilderland	NY	RCI	2017	\$ 288,300	27,670 SF	SP
National Grid-Oakwood	Troy	NY	RCI	2017	\$ 158,200	29,082 SF	SP
National Grid-Smith St	Troy	Ny	RCI	2017	\$ 71,000	6,117 SF	SP
Lafarge/Holcim-Silo	Ravena	Ny	Lafarge/RI	2017	\$ 98,000	12,000 SF	MB/CT
Anderson Neagle	Auriesville	NY	Anderson Neagle	2017	\$ 414,000	38,400 SF	SM
Lafarge/Holcim-Mill Roof	Ravena	NY	Lafarge/RI	2017	\$ 1,873,850	113,500 SF	SP
Shawmut-Sears Colonie Reno	Albany	NY	Shawmut Design	2017	\$ 391,500	29,500 SF	SP
ST Johns Episcopal Church	Johnstown	NY		2018	\$ 103,000	5,050 SF	SP
Skidmore College-Palomountain	Saratoga	Ny	Skidmore Facilities	2018	\$ 170,250	18,100 SF	SP
AHA Westview Homes	Albany	Ny	Albany Housing Auth	2018	\$ 373,400	8,600 SF	MB
Macerich-Wilton Mall	Saratoga	NY	Harris Associates	2018	\$ 493,000	58,800 SF	SP
Mount Morris CSD	Mt Morris	NY	Campus Cost Mngt	2018	\$ 132,000	32,000 SF	SP
Skidmore College Palomoutain Hall	Saratoga	NY	Skidmore/JAE	2018	\$ 285,000	21,000 SF	SP
Schenectady JCC	Schenectady	NY		2018	\$ 159,000	16,000 SF	SP
Scotia Glenville CSD	Scotia	NY	WTI	2018	\$ 192,000	18,000 SF	SP
Skidmore College-Aikens Hall Copper	Saratoga	NY	Skidmore/JAE	2018	\$ 76,000	3,000 SF	SMC
USDOE-KAPL Bldg O2	Niskayuna	NY	NNL	2018	\$ 436,000	4,000 SF	SP
USDOE-KAPL Bldg Z5	Niskayuna	NY	NNL	2018	\$ 348,000	6,000 SF	SP
Lafarge Holcim	Ravena	NY	Lafarge	2018	\$ 682,000	24,000 SF	MPS
Haperfield DPW	Harpersfield	NY	Roof Innovations LLC	2018	\$ 79,000	22,000 SF	PVC
COARC-Ellenville	Ellenville	NY	Roof Innovations LLC	2019	323,000	21,000 SF	PVC
Mater Christi School	Albany	NY	Roof Innovations LLC	2019	80,000	6,000 SF	PVC
SNK-KSO Bldg 62	Milton	NY	NNL	2019	48,000	1,600 SF	EPDM
Golub Corp-Price Chopper Freezer	Schenectady	NY	Carlisle Syntec	2019	577,000	156,000 SF	TPO
Stanley Corp-Brewster	Brewster	NY	Roof Innovations LLC	2019	733,000	97,650 SF	PVC
Amsterdam CSD-Truax School	Amsterdam	NY	BCA Architects	2019	110,000	19,600 SF	SPF
Global Foundries B969	Burlington	VT	PC Construction/GF	2019	310,000	49,200 SF	TPO
Scotia Glenville CSD A Wing	Scotia	NY	WTI	2019	110,000	14,000 SF	EPDM

Golub Corp-1879 Altamont	Altamont	NY	William Hope PE	2019	241,000	24,000 SF	TPO
SICM Food Pantry	Schenectady	NY	MDS	2019	75,000	6,600 SF	EPDM
National Grid-300 Seneca	Schenectady	NY	RCS Inc.	2019	297,000	5,200 SF	EPDM
USDOE KAPL Bldg A1 PH	Niskayuna	NY	NNL	2019	238,000	11,500 SF	EPDM
Rayco-Amsterdam	Amsterdam	NY	Rayco/Carlisle	2019	60,000	20,800 SF	SPF
Mohawk Paper-Stores Bldg	Waterford	NY	Mohawk/Carlisle	2019	130,000	26,000 SF	EPFB
Albany Housing 220 Green St	Albany	NY	Roof Innovations LLC	2020	382,000	15,500 SF	PVC
CLM-Queensbury	Queensbury	NY	CLM	2020	88,000	6,500 SF	EPDM
National Grid-Glenmont	Glenmont	NY	RCS Inc.	2020	370,000	20,800 SF	EPDM
Albany CSD-Sunshine/Edmund O	Albany	NY	Turner/CS Arch	2020	420,000	24,900 SF	EPDM
Charles River Labs	Kingston	NY	Roof Innovations LLC	2020	425,000	13,600 SF	PVC
City of Glens Falls Rec Center	Glens Falls	NY	WTI/Tremco	2020	234,000	27,600 SF	SPF
Skidmore College-Arts Center	Saratoga	NY	Skidmore	2021	380,000	16,000 SF	SPF
Town of Schodack-Town hall	Schodack	NY	Garland DBS	2021	420,000	28,000 SF	SPF
National Grid-Pierce Rd Clifton Park	Clifton Park	NY	RCS Inc.	2021	281,000	32,000 SF	EPDM
Skidmore College-Canopies	Saratoga	NY	Skidmore	2021	120,000	6,800 SF	SMR
Hawkins Fabric	Johnstown	NY		2021	130,000	12,000 SF	EPDM
East Greenbush CSD	E Greenbush	NY	March Assoc/SanoRubin	2022	509,000	50,500 SF	EPDM
St Sophia Greek Orthodox Church	Albany	NY	SSGOC/JAE/FS	2022	239,000	15,600 SF	EPDM
MPCC-KAPL Bldg L2W	Niskayuna	NY	NNL/Beardsley	2022	177,000	2,100 SF	EPDM
Owens Corning Fuera Bush	Fuera Bush	NY	BTA Consultants	2022	241,000	13,400 SF	MB
United Auto-Rotterdam	Rotterdam	NY	Carlisle Syntec	2022	595,000	93,200 SF	EPDM
Global Foundries-Fishkill	Fishkill	NY	Roof Innovations LLC	2022	52,000	3,100 SF	MB
Skidmore College-Various	Saratoga	NY	Skidmore/JAE	2022	150,000	20,000 SF	SMSS
Town of Maine EMS	Maine	NY	Garland Dbs	2022	619,000	19,000 SF	MB
Siena College	Albany	NY	WTI/Tremco	2022	70,000	14,000 SF	LIQ
USMail Electric	Utica	NY	FS/JAE	2022	123,000	11,000 SF	EPDM
SCM-Seat 120	Schenectady	NY	BBL	2022	128,000	16,000 SF	EPDM
Town of Lake George TownHall	Lake George	NY	Garland DBS	2022	368,000	6,300 SF	MB
St Thomas School	Delmar	NY	Roof Innovations LLC	2022	90,000	8,000 SF	EPDM
St Thomas School	Delmar	NY	Roof Innovations LLC	2022	90,000	12,000 SF	LIQ
Liberty ARC	Amsterdam	NY	Garland DBS	2023	641,000	27,000 SF	MB
National Grid-Potsdam	Potsdam	NY	RCS Inc.	2023	173,000	7,000 SF	EPDM
Saratoga Sewr Dist 1	Mechanicville	NY	WTI/Tremco	2023	50,000	6,200 SF	LIQ
Stratton VABldg 52 Chiller	Albany	NY	WTI/Tremco/AmeriTech	2023	475,000	7,600 SF	BUR
Stratton VABldg 55 & OR Chiller	Albany	NY	AmeriTech/IronSword	2023	179,000	4,200 SF	BUR
Questar Boces-Castleton	Castleton	NY	Garland DBS	2023	260,000	21,000 SF	LIQ
National Grid-Albany Substations	Albany	NY	Nat Grid/RCS	2023	176,000	12,000 SF	SMR
Schoharie Co Headstart	Cobleskill	Y	Karnak/JAE	2023	70,000	7,500 SF	SPF
Owens Corning-Fuera Bush	Fuera Bush	NY	OC/BTA	2023	48,000	6,000 SF	EPDM
Charles River Labs-Bldg 6	Kingston	NY	Profex/Roof Innovations	2023	40,000	1,000 SF	PVC
CDMT-Albany	Albany	NY	JAE/FS	2023	130,000	12,000 SF	EPDM

****Full List upon Request****

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

James A. Edgar Company, Inc.
2990 Amsterdam Road
Scotia, NY 12302

SURETY (Name, and Address of Principal Place of Business):

Western Surety Company
151 N. Franklin Street 17th Floor
Chicago, IL 60606

OWNER (Name and Address):

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

Bid Due Date: July 7, 2026

Description (Project Name— Include Location): EPDM Roof Replacement
(251003-000R)

BOND

Bond Number: N/A

Date: June 26, 2026

Penal sum Five Percent of Amount Bid § 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

James A. Edgar Company, Inc. (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Christopher J. Carr

Print Name

Vice President

Title

Attest:

Signature

Title

SURETY

Western Surety Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Lory L. Crawford

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

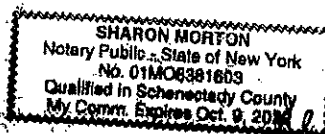
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ACKNOWLEDGEMENT OF PRINCIPAL – IF A CORPORATION

STATE OF NEW YORK
COUNTY OF Schenectady ss

On the 26th day of June, 2026 before me personally appeared Christopher J. Carr to be known, who, being by me duly sworn, did depose and say; that he/she resides in Scotia, NY that he/she is the Vice President of James A. Edgar Company, Inc. the corporation described in and which executed the within instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

Sharon Morton
Notary Public

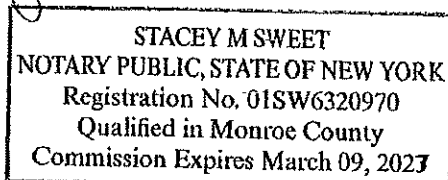


ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK
COUNTY OF MONROE} ss

On this 26th day of June, 2026 before me personally came Lory L. Crawford to me known, who, being by me duly sworn, did depose and say; that he/she resides in Rochester, NY that he/she is the ATTORNEY-IN-FACT of Western Surety Company the corporation described in and which executed the within instrument; and that he/she signed her/his name thereto by order of the Board of Directors of said corporation.

Stacey M Sweet
Notary Public



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles T Reller, Keith P Butier, Melanie L Colburn, Katherine D Jennison, Jeffrey A Gresham, Jeffrey Rosario Mirabito, Kimberly Ann Lounsbery, Sally A Reeve, Lory L Crawford, Valerie S Shara, Lorne A Brooks, Christina M Gladle, Individually

of Vestal, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of April, 2024.



WESTERN SURETY COMPANY

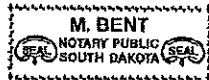
Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha

On this 27th day of April, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26th day of June 2026



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.enasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2025

ASSETS

Bonds	\$ 2,001,112,236
Stocks	23,674,439
Cash, cash equivalents, and short-term investments	31,569,622
Investment income due and accrued	18,609,271
Premiums and considerations	90,981,144
Amounts recoverable from reinsurers	961,708
Current federal and foreign income tax recoverable and interest thereon	2,927,740
Net deferred tax asset	19,934,710
Receivable from parent, subsidiaries, and affiliates	19,958,145
Other assets	194,065
Total Assets	<u>\$ 2,209,923,080</u>

LIABILITIES AND SURPLUS

Losses	\$ 277,849,544
Loss adjustment expense	61,153,426
Commissions payable, contingent commissions and other similar charges	17,869,837
Taxes, license and fees (excluding federal and foreign income taxes)	4,835,587
Unearned premiums	348,533,677
Advance premiums	6,351,779
Ceded reinsurance premiums payable (net of ceding commissions)	2,616,205
Amounts withheld or retained by company for account of others	3,757,322
Provision for reinsurance	1,180,112
Other liabilities	(35,219)
Total Liabilities	<u>\$ 724,112,270</u>

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	<u>1,194,914,615</u>
Surplus as regards policyholders	<u>\$ 1,485,810,810</u>
Total Liabilities and Capital	<u>\$ 2,209,923,080</u>

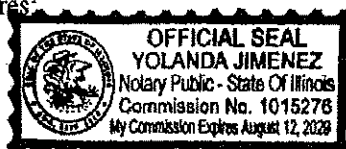
I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2025, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 19th day of March, 2026.

My commission expires:



By Yolanda Jimenez
Notary Public

STATEMENT OF SURETY'S INTENT

To: Town of Clifton Park

(Owner)

We have reviewed the Bid of James A. Edgar Company, Inc.

(Contractor)

of 2990 Amsterdam Road
Scofia, NY 12302

(Address)

for EPDM Roof Replacement (251003-000R)

(Project)

Bids for which will be received on July 7, 2026

(Bid Opening Date)

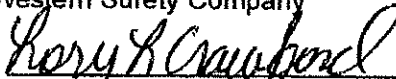
and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of New York, and we appear on U.S. Treasury Department's most current list (Circular 570 as amended).

Attest:

Western Surety Company



Surety's Authorized Signature(s)

Lory L. Crawford, Attorney-in-Fact

Attach Power of Attorney

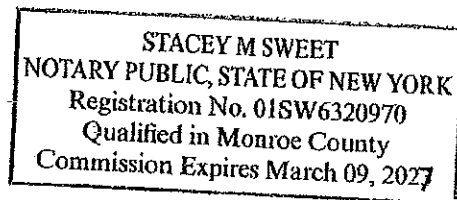
(Corporate seal if any. If
no seal, write "No Seal"
across this place and sign)

AKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK
COUNTY OF MONROE} ss

On this 26th day of June, 2026 before me personally came Lory L. Crawford to me known, who, being by me duly sworn, did depose and say; that he/she resides in Rochester, NY that he/she is the ATTORNEY-IN-FACT of Western Surety Company the corporation described in and which executed the within Instrument; and that he/she signed her/his name thereto by order of the Board of Directors of said corporation.

Stacey M. Sweet
Notary Public



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles T Reller, Keith P Butler, Melanie L Colburn, Katherine D Jennison, Jeffrey A Gresham, Jeffrey Rosario Mirabito, Kimberly Ann Lounsbury, Sally A Reeve, Lory-L Crawford, Valerie S Shara, Lorne A Brooks, Christina M Gladle, Individually

of Vestal, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of April, 2024.



WESTERN SURETY COMPANY

Larry Kasten

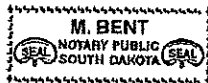
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of April, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26th day of June 2026



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.westsurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2025

ASSETS

Bonds	\$ 2,001,112,236
Stocks	23,674,439
Cash, cash equivalents, and short-term investments	31,569,622
Investment income due and accrued	18,609,271
Premiums and considerations	90,981,144
Amounts recoverable from reinsurers	961,708
Current federal and foreign income tax recoverable and interest thereon	2,927,740
Net deferred tax asset	19,934,710
Receivable from parent, subsidiaries, and affiliates	19,958,145
Other assets	194,065
Total Assets	<u>\$ 2,209,923,080</u>

LIABILITIES AND SURPLUS

Losses	\$ 277,849,544
Loss adjustment expense	61,153,426
Commissions payable, contingent commissions and other similar charges	17,869,837
Taxes, license and fees (excluding federal and foreign income taxes)	4,835,587
Unearned premiums	348,533,677
Advance premiums	6,351,779
Ceded reinsurance premiums payable (net of ceding commissions)	2,616,205
Amounts withheld or retained by company for account of others	3,757,322
Provision for reinsurance	1,180,112
Other liabilities	(35,219)
Total Liabilities	<u>\$ 724,112,270</u>

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	<u>1,194,914,615</u>
Surplus as regards policyholders	<u>\$ 1,485,810,810</u>
Total Liabilities and Capital	<u>\$ 2,209,923,080</u>

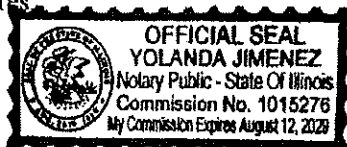
I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2025, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 19th day of March, 2026.

My commission expires:



By Yolanda Jimenez
Notary Public



RESOLUTION

#2

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 purchase of three (3) enclosed equipment trailers for use by the Buildings & Grounds Department.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks and Recreation, solicited quotes for the purchase of three (3) 8.5-foot by 20-foot enclosed trailers for use by property maintenance crew in the Buildings & Grounds Department, and

WHEREAS, quotes were received from three sources for the trailers; and Trailer King of Poughkeepsie, NY submitted the lowest quote for the three (3) trailers, and

WHEREAS, Mr. Clemens has advised that the three (3) 8.5-foot by 20-foot V-nose enclosed-trailers, with 10,000 Gross Vehicle Weight (GVW) 7-foot interior height, will meet the needs of the Buildings & Grounds department and are available from Trailer King, Poughkeepsie, NY; now, therefore, be it

RESOLVED, that the Director of Buildings, Parks and Recreation is hereby authorized to purchase three (3) enclosed equipment trailers, as detailed in the attached quote sheet and quote, from Trailer King, Poughkeepsie, NY, in an amount not to exceed \$29,463, to be paid from A-7110-200 (General Fund – Buildings & Grounds – Equipment).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, July 15, 2026 10:34 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 #3251

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

Department: Buildings & Grounds

Your Name: Daniel Clemens

Your Email: dclemens@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 07/21/2026 ✓

Board Meeting Date: 08/04/2026 ✓

Alternate Date: 08/18/2026

Budget Number: A-7110-200

Budget Description: General Fund - Buildings & Grounds - Equipment & Building

Amount: 29,463.00

Brief Description: Purchase three (3) 8.5 foot x 20-foot V-nose enclosed trailers. 10,000 GVW 7-foot interior height from Trailer King, Poughkeepsie, NY for use by our property maintenance crew.

I asked Darlene about the remaining budget for these and we have a little over \$77k.

Add Supporting Docs:

[61e89d99b0b7e62c_3_new_landscape_trailers_res_packet_7.15.26.pdf](#)

Additional Comments/Details: Sized to fit our Toro 4000D machines and all property maintenance equipment needed, push mower, back pack blowers, weed whackers, chain saws, hand tools and we will build a work bench in each trailer as well.

Agree to Terms: Agree

[unsubscribe](#)

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: July 15, 2026

Description: three (3) 8.5 x 20 10k GVW 7-foot high trailers

Vendor #1: Trailer King - \$29,463.00 ✱

Vendor #2: Brummers Unlimited - \$34,443.00

Vendor #3: Versatile Trailer sales - \$30,555.00

Vendor #4:

Vendor #5:

Vendor #6:

Comments: Set up as landscape trailers for the 3 large mowers

Decision: Trailer King - \$29,463.00

Signature X _____
Deposits are non refundable - Special orders cannot be returned.

Brummers Unlimited
4234 STATE RTE 4
HUDSON FALLS, NY 12839 US
+15189325232
brummersunlimited15@gmail.com
www.brummersunlimited.com

Estimate

ADDRESS
TOWN OF CLIFTON PARK
BUILDINGS AND GROUNDS
2 TOWN HALL PLAZA
CLIFTON PARK, NEW YORK 12065

SHIP TO
TOWN OF CLIFTON PARK
BUILDINGS AND GROUNDS
2 TOWN HALL PLAZA
CLIFTON PARK, NEW YORK 12065

ESTIMATE #	DATE
1344	07/09/2026

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
misc:Trailer	PAGE AMERICAN 8.5X20 JOURNEY SE ENCLOSED CARGO TRAILER	3	11,400.00	34,200.00
	VIN TBD			
NYS Waste Tire Management Fee		12	2.50	30.00
Doc Fee		3	65.00	195.00
Ny State Inspection		3	6.00	18.00
NOTE: These figures are only an estimate.		SUBTOTAL		34,443.00
		TAX (0)		0.00
		TOTAL		\$34,443.00

Accepted By

Accepted Date

Haulmark.

BuildSheet QUOTE

Quote #: HM027701

Quote Title: CP

Quote Date: 07/09/2026

Modified Date: 07/09/2026

DEALER

VERSATILE TRAILER SALES

786 Rte 9

Ganesvoort, NY 12831

SALESPERSON:

PHONE: 518-584-6960

EMAIL: trailers@versatiletrailersales.com

WEB: www.versatiletrailersales.com

Haulmark.

STANDARD EQUIPMENT:

Passport

Steel Frame

V-Front

Tag

20ft Long

Flat Roof

8-1/2ft Wide

9,990lb GVWR

2-5/16in 14,000lb Coupler

Crossmembers 16in On Center

2in x 6in Tube Main Rails

V-Nose

Tube Roof Bows 24in On Center

5/16" x 27" G4 Safety Chains w/ Clevis Safety Hook

6'6" Approximate Inside Height

76-1/2in Tube Posts

Vertical Posts 16in On Center

Sand Pad

2,000lb Top Wind Tongue Jack

Standard A-Frame Tongue

Black Frame Paint

Breakaway Kit Assembly w/Charger

5.2K Spring Ele Brake Axle, 4in Drop, 6b, EZ Lube

CUSTOMER

NAME:

COMPANY:

ADDRESS:

CITY/ST/ZIP:

PHONE:

EMAIL:

TRAILER

BRAND: Haulmark

MODEL: PP8520T3-D

COLOR: White ACP Panel

REAR DOOR: 5000lb Rear Ramp Door (8'H Max) w/Ramp Extn.

INTERIOR HEIGHT: 6' 6"

OF AXLES: 2

GVWR: 9,990

WWW.HAULMARK.COM

Haulmark.

BuildSheet
QUOTE

Quote #: HM027703

Quote Title: CP 7'

Quote Date: 07/09/2026

Modified Date: 07/09/2026

DEALER

VERSATILE TRAILER SALES

786 Rte 9

Ganesvoort, NY 12831

SALESPERSON:

PHONE: 518-584-6960

EMAIL: trailers@versatiletrailersales.com

WEB: www.versatiletrailersales.com

STANDARD EQUIPMENT:

5000lb Rear Ramp Door (8'H Max) w/Ramp Extn.

3/4in PlexCore Decking

3/8in PlexCore Sidewall Liner

5,000lb Square D-Ring with Welded Plate

12V Dome Light

License Plate Bracket w/ Separate Light

LED Red Lens Clearance Lights

LED Amber Lens Clearance Lights

LED Slim Line Red Lens Tail Lights

LED Red Lens Rear Clearance Light ID Bar

1-Piece Aluminum Roof

Bonded Exterior Sidewalls

Smooth Aluminum Fenderettes

16in Starbright Stoneguard

Sidewall Flow-Thru Vents

CUSTOMER

NAME:

COMPANY:

ADDRESS:

CITY/ST/ZIP:

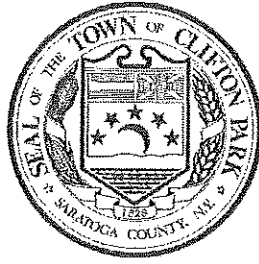
PHONE:

EMAIL:

10185 - * EXCH - X3 = \$30,555.00

* price may change as
manufacturers are not
price holding any more

WWW.HAULMARK.COM



RESOLUTION

#3

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 a public emergency pursuant to General Municipal Law Section 103(4) for the replacement of the inbound gate assembly at the Clifton Park Transfer Station.

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

WHEREAS, on July 17, 2026, a tractor trailer entering the Transfer Station hit the entry gate resulting in the need for the entire inbound gate to be replaced, and

WHEREAS, the NYS Police were called to the accident and Daniel Clemens, Director of Buildings, Parks and Recreation, has the NYS Police Collision Information Exchange Form, attached, to submit to Selective Insurance Company of America, and

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

WHEREAS, Mr. Clemens contacted AFSCO Fence Supply Co., Inc. for the replacement entry gate unit, pursuant to an invoice for \$15,600.00 dated July 22, 2026, attached; now, therefore, be it

RESOLVED, that the Town Board determines that the resulting damage to the Clifton Park Transfer Station entry gate unit, as determined on July 17, 2026, constitutes an emergency for procurement purposes under Section 103(4) of General Municipal Law, and be it further

RESOLVED that Mr. Clemens is authorized to engage AFSCO Fence Supply Co., Inc, Queensbury, NY, for the supply and installation of the new entry gate unit; and be it further

RESOLVED, that the Comptroller is authorized to pay the amount of \$15,600.00 to AFSCO Fence Supply Co., Inc., from A-8160-200 (General Fund – Solid Waste Management – CTS Equipment), and be it further

RESOLVED, that the Comptroller is authorized to increase revenues, A-02680 (Insurance Recoveries) and increase expenditures A-8160-200 by \$15,600.00.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, July 29, 2026 9:14 AM
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 #3399
Attachments: d3fc0414d687f777_Transfer_Station-_emergency_gate_repair_res-_accident_7.17.26.pdf; 4be56dd223d1b783_Transfer_gate_hit_7.17.26_-_info_exchange_form_-_NYSP.pdf

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: 08/18/2026 ✓

Board Meeting Date: 08/18/2026 ✓

Alternate Date: 09/01/2026

Budget Number: A-8160-200

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

Amount: \$15,600.00

Brief Description: Authorize AFSCO Fence Supply Co., Inc. for emergency replacement of the inbound gate assembly at the transfer station.

Additional Comments/Details: The gate was hit by a tractor trailer entering the transfer station on Jult 17th at about 2pm. The entire inbound unit must be replaced. The NYS Police were called and we have the information exchange form to make an insurance claim.

Supporting Documents:

[d3fc0414d687f777_Transfer_Station-_emergency_gate_repair_res-_accident_7.17.26.pdf](#)
[4be56dd223d1b783_Transfer_gate_hit_7.17.26_-_info_exchange_form_-_NYSP.pdf](#)

Agree to Terms: Agree

[unsubscribe](#)

COLLISION INFORMATION EXCHANGE FORM

NY State Law requires that any collision resulting in a fatality, injury or damage to property of any person (including damage to your vehicle) or entity over \$1000 be reported by YOU to the Department of Motor Vehicles (DMV) within 10 days after an accident. Failure to report a collision or failure to give correct information is a misdemeanor and may result in the suspension/revocation of your driver's license (or operating privilege in NYS) and all vehicle certifications or registrations.

Report your Collision to DMV on DMV form MV-104 (Report of Motor Vehicle Accident). Police Accident Reports (DMV form MV-104A) DO NOT satisfy YOUR civilian reporting requirement.

Collision Report # NY2600883489	Local Codes	Date 07/17/2026	Time 14:08	# of Veh. 1	Town, City, Road Name CLIFTON PARK, VISCHER FERRY RD
Police Agency New York State Police MAH		Officer's Name/Badge ID# COX, TYLER J. / #1976			

VEHICLE #001

Operator's Name CAMPOS, VICTOR M.		Date of Birth 01/30/1977	Address 206 LAWRENCE ST	
City/State/Zip ROME, New York 13440	Motorist I.D.# 309588935	Vehicle Year and Make 2024 KENWO		License Plate # and State 21126PF - NY
Vehicle Type SEMI	Insurance Code and Company 485 Argonaut Insurance Company		Vehicle Owner EJ TRANSPORTATION	
Vehicle Towed By			Vehicle Towed To	

Miscellaneous Notes

508-283-4716
315 240-4788 Lxm

Please wait 14 days before contacting DMV to request a copy of your collision report.

If you want to purchase a copy of the police collision report, form MV-104A, complete DMV's "REQUEST FOR COPY OF ACCIDENT REPORT" form MV-198C and send it to DMV. The form and instructions are available at www.dmv.ny.gov or at your local DMV office.

To obtain a blank civilian Accident Report (Form MV-104),
visit the DMV office nearest you
or
access forms online at www.dmv.ny.gov.



AFSCO FENCE SUPPLY CO., INC.

34 BIG BOOM ROAD
QUEENSBURY, NY 12804
(518) 792-7076 Fax: (518) 798-5836

July 22, 2026

We propose, subject to acceptance, to sell and/or install the materials enumerated below:
Title to materials remains with AFSCO Fence until paid in full.

Name: **Town of Clifton Park Buildings and Grounds**
1 Town Hall Plaza
Clifton Park, NY 12065
ATTN: DAN CLEMONS

Ship To: **Clifton Park Transfer Station**
217 Vischer Ferry Rd
Rexford, NY 12148
dclemons@cliftonpark.org

This contract is subject to terms, covenants, and conditions on part II of Proposal
PROPOSAL (Part I of II)

SERVICES TO BE PERFORMED

INSTALLATION:

- Installation of (1) FAAC B680H Barrier Gate to replace the existing damaged FAC B680H Barrier gate.
- Installation of (1) FAAC Battery Backup kit.
- Installation of (1) EMX IRB RET 2 Retroreflective Photoeye to satisfy UL 325 safety requirements.
- Installation of (1) Knoxbox Knox Gate and Key Switch for emergency operation of the gate
- Installation of (1) MMTC SAG-M Siren Operated Sensor for instant emergency access to the property.
- Installation of (1) AP-5 Radio Receiver for remote access to the gate.
- Installation of (1) Keyed relay switch and mounting enclosure to hold (latch) the gate open for extended periods of time.

NOTE

- All access controls will be mounted to customer supplied Backer board in front of gate operator.
- Prevailing Wage Rates have been figured into AFSCO pricing.

Proposals good for up the 10 days from the date of the quoted price.
Any equipment or services requested or deemed necessary to be added via change order in addition to the price below.

TOTAL INSTALLED: \$15,600 plus tax or exempt cert.

*

- Installation of one (1) FAAC BG680H barrier arm LED light kit at an additional cost of \$800.00. Initial here to include: _____

Exclusions: Prevailing Wage Rates. All patching, power, trenching, conduit and control wiring by others. AFSCO Fence will terminate our equipment.

TLA

PROPOSED BY: _____
Tyler LaPan

DATE: July 22, 2026

ACCEPTED BY: *D.C.* **D. CLEMONS**

DATE: **7.22.26**



RESOLUTION

#4

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 replacement of the pool liner at the Barney Road Pool.

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

WHEREAS, by Resolution No. 220 of 2025, the Town Board authorized Barton & Loguidice to prepare job specifications and bid documents for the project, and to advertise for sealed bids, which were opened on July 9, 2026, and

WHEREAS, Main Line Commercial Pools, Inc. submitted the lowest conforming bid in the amount of \$405,807 for the project, and

WHEREAS, Barton & Loguidice has recommended that Main Line Commercial Pools, Inc. be authorized to replace the pool liner, for an amount not to exceed \$405,807; now, therefore, be it

RESOLVED, that the pool liner replacement of the Barney Road Pool is awarded to Main Line Commercial Pools, Inc., King of Prussia, PA, at a cost not to exceed \$405,807, with a transfer from Unassigned Balance of the General Fund to A-7150-200 (General Fund – Barney Road Pool – Equipment); and be it, further

RESOLVED, that Barton & Loguidice is authorized to issue a notice to proceed to Main Line Commercial Pools, Inc. for the acquisition of materials and supplies necessary for the project, which will begin after the close of the 2026 pool season.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, July 29, 2026 9:32 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 #3400
Attachments: 7a586b3ddf6f2ed4_Barney_Road_Pool_liner_replacement_res_packet_7.28.26.pdf

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: 08/18/2026 ✓

Board Meeting Date: 08/18/2026 ✓

Alternate Date: 09/01/2026

Budget Number: A-7150-200

Budget Description: General Fund - Barney Road Pool - Equipment

Amount: \$405,806.34

Brief Description: Accept the bid from Main Line Commercial Pools, Inc. as recommended by Barton & Loguidice to replace the liner in the main pool and diving well at the Barney Road Pool.

Additional Comments/Details: money will need to be transferred for this project

Supporting Documents:

[7a586b3ddf6f2ed4_Barney_Road_Pool_liner_replacement_res_packet_7.28.26.pdf](#)

Agree to Terms: Agree

[unsubscribe](#)

Resolution No. 220 of 2025, a resolution approving an agreement with Barton & Loguidice for engineering services required for the Barney Road Pool liner replacement project.

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

–WHEREAS, Barton & Loguidice (B&L) previously conducted a conditions assessment of the three Town swimming pool facilities, which resulted in pool liner replacements at the Locust Lane and Country Knolls pools, and

WHEREAS, B&L has notified the Director of Buildings, Parks & Recreation, Daniel Clemens, in correspondence dated August 8, 2025, attached, that the Barney Road Pool liner system is approaching the end of its anticipated life span and a replacement system should be considered, and

WHEREAS, Mr. Clemens has recommended that Barton & Loguidice be hired, at a cost not to exceed \$39,000, to provide engineering and design services in support of developing plans and specifications for the replacement of the pool liner system, as well as advertising and review of responses to a request for bids; now, therefore, be it

RESOLVED, the Supervisor is authorized to execute the attached agreement with Barton & Loguidice for engineering and design services associated with the Barney Road Pool liner replacement project, to be paid no more than \$39,000 from A-7150-00135 (General Fund — Barney Road Pool - Engineering), with a transfer from Unreserved Fund Balance (A00914) for \$39,000.

ROLL CALL VOTE

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

Noes: None

Absent:

DECLARED ADOPTED

October 6, 2025

Stephanie Ranze, Town Clerk



July 21, 2026

Phil Barrett, Town Supervisor
Town of Clifton Park
1 Town Hall Plaza
Clifton Park, New York 12065

Re: Clifton Park Barney Road Pool Liner Replacement Project

Subj: Recommendation for Award of Contract

File: 1646.013.001

Dear Supervisor Barrett:

We have reviewed the bids submitted and opened at 2:00 p.m. on July 9, 2026 at Town Hall, 1 Town Hall Plaza, Clifton Park, New York 12065. Two (2) Bids were received for General Construction; a Canvass of Bids is attached.

The apparent low Bid for Contract No. 1 – Clifton Park Barney Road Pool Liner Replacement Project was submitted by Main Line Commercial Pools, Inc., as follows:

Lump Sum Base Bid	\$405,806.34 *
Additive Bid Item #1 - Wade Pool Liner Replacement	\$39,122.23
Additive Bid Item # 2 - 2" or less concrete repair	\$41.00 Add/\$41.00 Deduct
Additive Bid Item # 3 - 2" to 6" concrete repair	\$66.45 Add/\$66.45 Deduct
Additive Bid Item # 4 – full depth removal & repair	\$86.13 Add/\$86.13 Deduct

No informalities were contained within the apparent low Bid. Based on discussions with the apparent low Bid Contractor, they have stated that there are no errors or omissions in their Bid and they understood the project milestones, schedule and the liquated damages and will enter into a Contract with the Town of Clifton Park if awarded the project.

The apparent low Bid amount is in line with the Engineer's Opinion of Probable Construction Cost for the project. The pool liner replacement for the wade pool appears to be higher and based on the current condition of the wade pool we would recommend not accepting this additive bid item.

Supervisor Barrett
Town of Clifton Park
July 21, 2026
Page 2



In consideration of the above information, if the Town of Clifton Park chooses to proceed with the project, B&L recommends that the Town proceed with the apparent low Bidder, Main Line Commercial Pools, Inc. for the Lump Sum Bid Contract Amount of \$405,806.34. *[Handwritten signature]*

If you have any questions or require additional information, please do not hesitate to call me.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in cursive script that reads "Zachary Comstock".

Zachary Comstock
Managing Architect

ZDC/jms

Attachment

Cc: Dan Clemens, Director of Buildings, Parks and Recreation

BID TABULATION

Barton & Loguidice
 841 JOB No: 1646213.001
 DATE: July 9, 2025
 TIME: 2:00 PM

PROJECT: Town of Clifton Project
 CONTRACT: No. 1 - General Construction
 OWNER: Town of Clifton Park Barney Road Pool
 ENGINEER: Barton & Loguidice, D.P.C.
 The following is an unofficial tabulation of the bids as compiled at the bid opening.

No.	BIDDER AND ADDRESS	TOTAL BASE BID	BID SECURITY	ADDITIVE BID ITEM	UNIT PRICES	COMMENTS/NOTES
1	Main Line Commercial Pools 441 Feteley Dr. King of Prussia, PA 19406	\$405,806.34		1. \$39,122.23 2. \$41.00 3. \$66.45 4. \$86.13		
2	Gallo Construction 1400 2nd Ave Watervliet, NY 12189	\$673.300		1. \$50,200.00 2. \$357.00 3. \$440.00 4. \$825.00		
3						
4						
5						
6						
7						
8						



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 approving renewal of an agreement for GPS software for Town Vehicles from State Contract.

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

WHEREAS, by Resolution No. 212 of 2025, the Town Board authorized a contract with Samsara Inc. for GPS services for Town vehicles in Buildings and Grounds, Security, and Highway, pursuant to an existing state contract, and

WHEREAS, Daniel Clemens, Director of Buildings, Parks & Recreation, recommends renewing the agreement with Samsara Inc., pursuant to NYS Contract PM69845, at a total cost not to exceed \$14,472; now, therefore, be it

RESOLVED, that the Town Supervisor is authorized to sign the attached one-year contract with Samsara Inc. for GPS services, at an annual cost of \$14,472, pursuant to NYS Contract PM69845, to be paid from the following accounts: \$6,432 from A-7110-004 (General Fund – Buildings & Grounds - Computers), \$1,005 from A-3120-004 from (General Fund – Law Enforcement – Computers) and \$7,035 from A-5132-004 (General Fund – Highway Garage – Computers).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, July 29, 2026 9:45 AM
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 #3402
Attachments: 9dec5db7ef14efff_Samsara_renewal_res_packet_7.28.26.pdf

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: 08/18/2026 ✓
Board Meeting Date: 08/18/2026 ✓
Alternate Date: 09/01/2026
Budget Number: A-7110-4 A-3120-4 A-5132-4
Budget Description: General Fund - Buildings & Grounds - computer General Fund - Law Enforcement - Computer General Fund - Highway Garage - Computer
Amount: \$6,432 \$1,065 \$7,035
Brief Description: Authorize the Supervisor to renew the agreement for one year with Samsara for GPS units and service for town vehicles in the Buildings & Grounds, Public Safety and Highway Departments
Additional Comments/Details: NY State Contract # PM69845
Supporting Documents:

[9dec5db7ef14efff_Samsara_renewal_res_packet_7.28.26.pdf](#)

Agree to Terms: Agree

[unsubscribe](#)

Resolution No. 212 of 2025, a resolution approving execution of an agreement for GPS software for Town Vehicles from State Contract.

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

WHEREAS, by Resolution No. 89 of 2018, the Town Board authorized a contract with Verizon Communications for GPS services for Town vehicles in Buildings and Grounds, Highway, and Security, pursuant to an existing state contract, and

WHEREAS, Daniel Clemens, Director of Buildings, Parks & Recreation, recommends switching from the Town's current company of Verizon Communications to Samsara Inc., pursuant to NYS Contract PM69845, due to Samsara's better quality, faster speed, higher ping rate and more accurate vehicle diagnostic reports included for the same cost as Verizon, at a cost not to exceed \$12,824; now, therefore, be it

RESOLVED, that the Town Supervisor is authorized to sign the attached contract with Samsara Inc. for GPS services, at an annual cost of \$12,824, pursuant to NYS Contract PM69845, to be paid from the following accounts: \$6,125 from A-7110-004 (General Fund – Buildings & Grounds - Computers), \$957 from A-3120-004 from (General Fund – Law Enforcement – Computers) and \$5,742 from A-5132-004 (General Fund – Highway Garage – Computers).

ROLL CALL VOTE

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

Noes: None

Absent: Councilman Manir

DECLARED ADOPTED

September 15, 2025

Stephanie Ranze, Town Clerk



samsara

The Connected Operations Cloud

Quote #: Q-2620392

Issued Date: 07-21-2026

Expires 09-30-2026

Order Number: S-2633096

Payment Information:

Payment Method: Credit Card/ACH Debit

Payment Terms: Net 30

Payment Frequency: Upfront Payments

Estimated Ship Date: 09-30-2026

State of New York Contract #:
PM69845

Prepared For:

Town of Clifton Park
Clifton Park Town Hall 1 Town Hall Plaza
Clifton Park,
New York
12065

Prepared By:

Derek Newsome
derek.newsome@samsara.com

Cost Overview

License Term: 12 Months

Total License Cost over 12 Months

\$14,472.00

Hardware and Accessories

Included

Shipping and Handling*

\$0.00

Total Sales Tax*

\$0.00

Total Contract Value¹

\$14,472.00

First Invoice¹

\$14,472.00

¹Estimated value, actual invoice amount may change based on product fulfillment date. Includes estimated sales tax

²Amount displayed is for products purchased in this order only. Includes estimated sales tax

³If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change

⁴Sales tax subject to change: If Sales tax is "Pending" - Final amount will be provided prior to payment

3% fee only applies to US - (CAD, MX, EMEA are exempt)

Samsara Inc.

1 De Haro Street, San Francisco, CA 94017 • samsara.com



The Connected Operations Cloud

Product Overview

Samsara Inc.

1 De Haro Street, San Francisco, CA 94017 • samsara.com

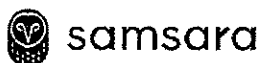


The Connected Operations Cloud

Licenses	Unit Price	Total Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD		
LIC-VG-PS• QTY: 72	\$201.00	\$14,472.00
Total Price:		\$14,472.00

Samsara Inc.

1 De Haro Street, San Francisco, CA 94017 • samsara.com



The Connected Operations Cloud

Billing Details:

Bill To:

Town of Clifton Park
Clifton Park Town Hall 1 Town Hall
Plaza
Clifton Park, New York, 12065

Billing Contact::

Name: Dan Clemens
Title: Director of Buildings and Grounds
Billing Email: dclemens@cliftonpark.org
Phone Number: 5183716651

Does your organization require a purchase order (PO) in order to process payment to vendors?

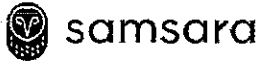
If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

Samsara Inc.

1 De Haro Street, San Francisco, CA 94017 • samsara.com



Thank you for considering Samsara

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features—including but not limited to WiFi hotspot and ELD capabilities—you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid upfront beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the License Start Date. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships.

Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that

Samsara Inc.

1 De Haro Street, San Francisco, CA 94017 • samsara.com



each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support And Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the "Terms of Service") provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers->

Samsara Inc.

1 De Haro Street, San Francisco, CA 94017 • samsara.com



samsara

The Connected Operations Cloud

platform-terms-of-service/ shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

Samsara Inc.

1 De Haro Street, San Francisco, CA 94017 • samsara.com



samsara

The Connected Operations Cloud

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

Samsara Inc.

1 De Haro Street, San Francisco, CA 94017 • samsara.com



The Connected Operations Cloud

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." Please confirm acceptance of this Order Form by signing below:

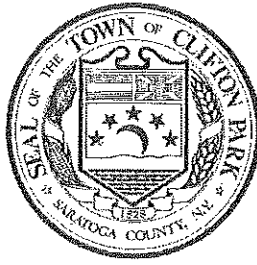
Signature

Print Name:

Date:

Samsara Inc.

1 De Haro Street, San Francisco, CA 94017 • samsara.com



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 authorizing the Supervisor to sign an agreement for professional land surveying services for the 32-acre Riverview Field acquisition, partially funded by the NYS Office of Parks, Recreation and Historic Preservation Environmental Protection Fund (OPRHP/EPF) Grant program.

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

WHEREAS, Resolution No. 274 of 2025, authorized the Supervisor to enter into a contract for the purchase of 32.31 acres of land on Riverview Road, Clifton Park, New York, and to allocate \$15,000 for professional land surveying services related to the land purchase, and

WHEREAS, a Request for Quotes (RFQ) was issued and responses returned by July 10, 2026, and

WHEREAS, John Scavo, Director of Planning & Zoning, recommends Stratton Surveying P.L.L.C., New Hartford, NY, as lowest conforming quote, in an amount not to exceed \$10,837; now, therefore, be it

RESOLVED, that the Town Supervisor is authorized to execute an agreement with Stratton Surveying P.L.L.C., New Hartford, NY, for professional land surveying services, in an amount not to exceed \$10,837, to be paid from A-01940-00015, (General Fund – Other Town Payments – Other Contractual).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, July 20, 2026 11:09 AM
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 #3284

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

Department: Planning

Your Name: Jen Viggiani/John Scavo

Your Email: jviggiani@cliftonpark.org

Sponsor: Planning

Agenda Session Date: 07/21/2026 ✓

Board Meeting Date: 08/04/2026 ✓

Alternate Date: 08/18/2026 ✓

Budget Number: A00873

Budget Description: professional land boundary surveying services

Amount: 10,837

Brief Description: For the 32-acre Riverview Field Acquisition on Riverview Road, the state OPRHP/EPF grant requires land / property boundary surveying and mapping, which is the purpose of this work request. These costs were anticipated and budgeted for as part of the overall acquisition costs, in TB Res. 274 of 2025 (12/15/2025). This project includes state grant funding, Saratoga County 2023 Open Space Grant funding, and local match funding.

Add Supporting Docs:

[ba9e4a9118c506a3_Res274.2025_Land_purchase_of_32.31_acres.pdf](#)

[49eb357f08ae28fd_Request_for_Quotes-Professional_Surveying_Riverview_Road_Field_Acquisition-Town_of_Clifton_Park.pdf](#)

[085345798638b815_Memo_to_Director_Scavo_on_RFQ_Survey_responses_7-15-26.docx](#)

[37ded51a45ee4374_Stratton_Surveying_Clifton_Park_Proposal.PDF](#)

[ab57653f176c70ba_Email_to_J_Scavo_on_Bid_Responses_7-15-26.pdf](#)

Additional Comments/Details: A Request for Quotes was conducted for this work, and responses were due July 10, 2026. A total of 15 quotes were received. The RFQ had requested the work be completed in September 10, 2026, so bidders responded with this deadline in mind.

Agree to Terms: Agree

[unsubscribe](#)

Resolution No. 274 of 2025, a resolution authorizing the Town Supervisor to enter into a contract for the purchase of 32.31 acres of land on Riverview Road, Clifton Park, New York.

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

WHEREAS, the Town Board wishes to enter into an agreement with Wallace and Gayalyn Wojtowicz to purchase 32.31 acres of vacant land at a cost of \$330,000, and

WHEREAS, pursuant to N.Y.S Town Law §64(2) the Town Board is authorized to acquire real property for any public purpose, and

WHEREAS, the purchase of 32.31 acres of land will benefit the Town and the Town's residents, and

WHEREAS, the 32.31 acres of land is identified as Section, Lot, and Block (SBL) No. 288-1.-49.1, and

WHEREAS, the Town Board has authorized the acceptance of grant funds of up to \$110,500 from the N.Y.S. Office of Parks, Recreation and Historic Preservation (OPRHP) Environmental Protection Fund, under Title 9 of the Environmental Protection Act of 1993 for the purchase of the 32.31 acres of vacant land, and

WHEREAS, the Town was reallocated the 2023 Open Space Grant from Saratoga County in the sum of \$58,581 for the purchase of the 32.31 acres, and

WHEREAS, the Town has followed the required protocols for appraisal valuation of the property, and

WHEREAS, the Town's local match will be a net amount of \$160,919 toward the purchase price, and

WHEREAS, the Planning Department recommends that the project be determined to be a Type II Action and a Short Environmental Form has been prepared; now, therefore, be it

RESOLVED, that the Town Board, as the only involved agency, determines that the project be classified as a Type II Action that will not have a significant adverse environmental impact and hereby issues a negative declaration; and be it further

RESOLVED, that the Town Supervisor is authorized to enter into and execute a contract for purchase and sale of 32.31 acres of vacant land and other closing documents with Wallace and Gayalyn Wojtowicz; and be it further

RESOLVED, that the Town Supervisor is hereby authorized to allocate funds to pay \$330,000 for the purchase of the 32.31 acres of vacant land; and be it further

RESOLVED, that the Supervisor is further authorized to allocate \$15,000 for the transaction costs as planned in the state grant budget for a title search and report, title insurance, closing fees, and property boundary survey and map associated with the purchase of the 32.31 acres of land; and be it further

RESOLVED, that the remaining balance of the \$175,919 shall come from the Western Clifton Park Open Space Capital Reserve, A-00873.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

December 15, 2025

Stephanie Ranze, Town Clerk



Town of Clifton Park

Planning & Zoning Department

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

Request for Quotes

Professional Surveying Services

Riverview Road Field Acquisition– Town of Clifton Park

NYS OPRHP Project #240644

June 22, 2026

To Prospective Professional Surveyors:

The Town of Clifton Park is seeking quotes **for professional surveying services**, to **mark boundaries**, and the preparation of a **property boundary survey**.

Location Area for boundary survey work:

- A **32-acre property** acquired recently by the Town of Clifton Park, Tax Parcel 288.-1-49.1, on Riverview Road, Town of Clifton Park, Saratoga County, NY conveyed by Wallace and Gayalyn Wojtowicz. This Tax Parcel 288.-1-49.1 should be outlined and labeled as “Riverview Road Field Acquisition, NYS OPRHP Project #240644.” The Town has been awarded a NYS Environmental Protection Fund grant through the New York State Office of Parks, Recreation, and Historic Preservation for the acquisition of this parcel. The survey work must be completed in accordance with the NYS Office of Parks, Recreation, and Historic Preservation’s Boundary Map Requirements.
- The map should also include the adjacent, separate boundaries of Tax Parcel #288.-1-48.1, a **15-acre property** previously acquired by the Town of Clifton Park, to be labeled as “Town of Clifton Park’s VanVranken Property, acquired in 2004”

Scope of Services shall include:

- Boundary survey of Tax Parcel 288.-1-49.1 (32 ± acres)
- Mapping of adjacent Town-owned parcel (Tax Parcel 288.-1-48.1; 15 ± acres)
- Preparation of a boundary survey map in compliance with NYS OPRHP Boundary Map Requirements
- Identification of:
 - Metes and bounds
 - Deed references
 - Adjacent ownerships
 - Easements and encumbrances
- Depiction of:
 - Vischer Ferry Nature & Historic Preserve
 - Mohawk Towpath National Scenic Byway (with note)
 - Vischer Ferry National Historic District (with provided mapping)

The final boundary survey map product must include:

- title and number of funded project;
- signature of municipal official or chief executive officer with date of signing on front of map;
- date of map preparation;
- the area outlined must be highlighted in yellow and be clearly identified by metes and bounds, with deed references where appropriate and whenever possible (methods preferred). Other acceptable methods of identification are: (1) adjoining water bodies or other natural landmarks, (2) government survey, (3) adjoining ownerships and (4) adjoining easements of record. Where one or more of these methods is not suitable for identification, measurements from permanent locators may be used;
- pertinent features such as roads, road names/numbers, bodies of water, buildings, structures, etc. must be clearly shown, including: Vischer Ferry Nature & Historic Preserve (owned by the State of New York); a note indicating the route of the Mohawk Towpath National Scenic Byway along this Riverview Road corridor;
- all known outstanding rights and interests in the area held by others must be clearly identified. The Town of Clifton Park adjacent 15-acre property should be clearly identified as noted above. A note about the Vischer Ferry National Historic District that pertains to this property should also be included on the map. A map of this historic district designation will be provided;
- Known easements, deed/lease restrictions, reversionary interests, etc. are to be included, either identified on the map (preferred) or in supplemental material; any terms and/or expiration dates should be indicated.

Deliverables

- One (1) signed and sealed boundary survey map (hard copy)
- One (1) digital PDF version
- One (1) CAD/GIS file
- Legal description
- Supplemental documentation of easements/restrictions (if not shown on map)

Boundary Marking Services:

Please also include budget for Installation of permanent iron rod monuments (rebar with caps or equivalent) at all major boundary corners and angle points, in accordance with NYS surveying standards.

Proposed Schedule:

The Town prefers completion of all field work and final deliverables by September 10, 2026.

Submission Details:

Submission deadline of cost/pricing by Friday, July 10, 2026 to planning@cliftonpark.org.

Submissions shall include:

- Total lump sum cost
- Detailed cost breakdown
- Estimated schedule
- Description of relevant experience
- Contact information
- Availability

Town RFP Procurement Rights

The Town reserves the right to reject any or all submissions, waive informalities, and select the proposal deemed in the best interest of the Town.

Thank you!

Thank you for your consideration of preparing a cost proposal for surveying and boundary marking services for the Town of Clifton Park.

For more information contact the Planning Department at (518) 371-6054 or planning@cliftonpark.org

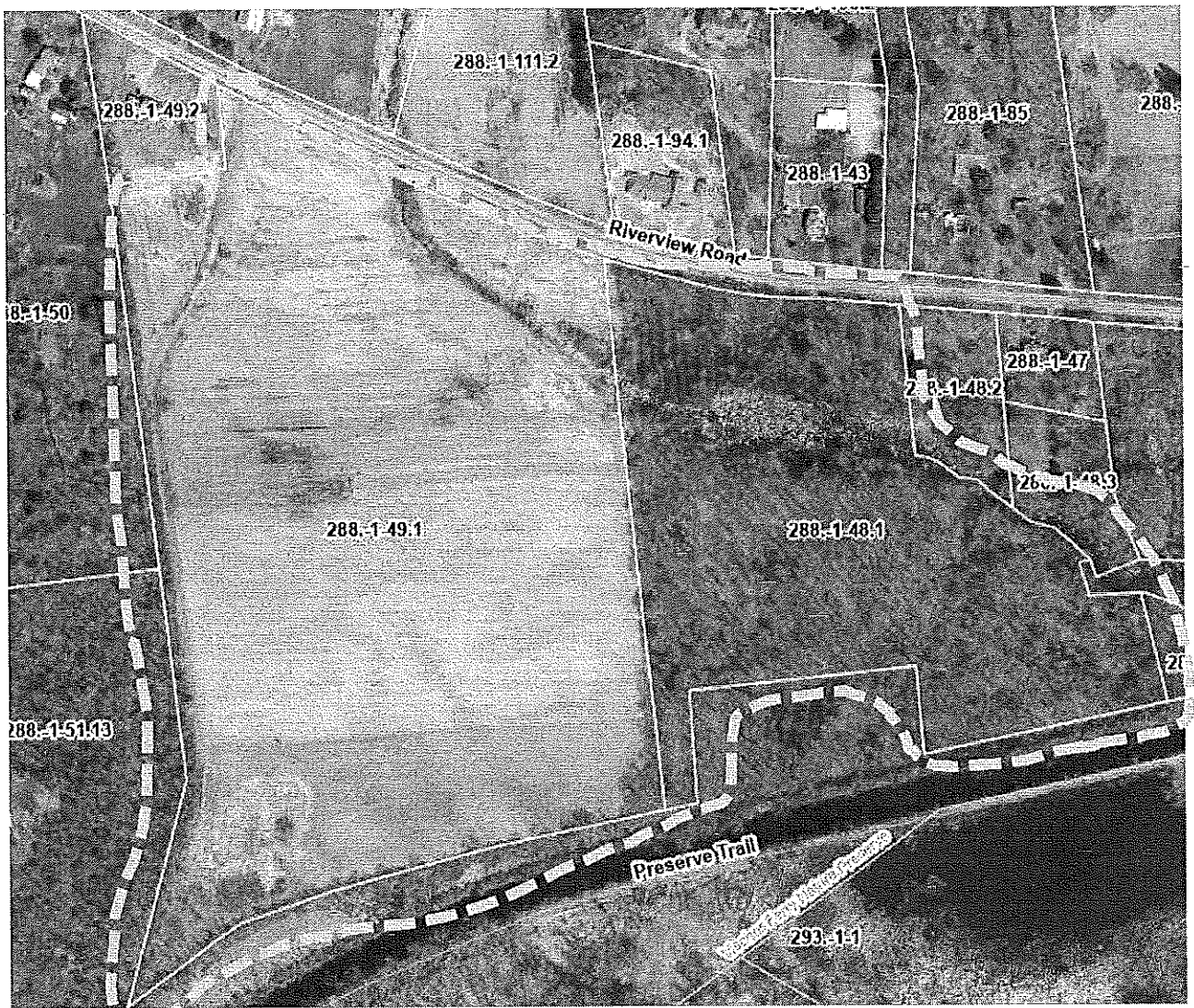


Figure 1. Subject parcels to be surveyed are shown above outlined with dashed line.

Memo

To: John Scavo, Director of Planning and Zoning

From: Jen Viggiani, Open Space Coordinator

Re: Analysis of responses to survey RFQ

Date: **July 15, 2026**

The Town of Clifton Park received an overwhelming response of 15 quotes for professional land surveying services for the Riverview Road Field Acquisition project of 32 acres and the adjacent town property, the VanVranken Parcel of 15 acres.

The lowest quote received is \$10,837 from Stratton Surveying P.L.L.C. submitted by John T. Stratton, III, L.S. C.F.S. to complete the scope of work in accordance with the requirements and objectives of the Town of Clifton Park, as outlined in the Request for Quotes dated June 22, 2026. The survey is expected to be performed between August 21-30th, with deliverables due September 10, 2026.

Attached please find the Stratton Surveying proposal dated June 26, 2026.

This is for a land acquisition project for an historic farm field and natural area property, with no construction contemplated for mapping the property boundaries and providing an official property boundary survey, marking the boundaries with iron rods, and a written boundary description.

Although the boundary survey mapping is a requirement of the state grant, we anticipate that the surveying services will be locally funded, as the future-state grant reimbursement request will be maxed out with the purchase price cost.

Attached please find the spreadsheet with the firm names and quotes received. The full proposals are available digitally on the planning department's W drive.

Stratton Surveying P.L.L.C.

PROPOSAL

"Mapping Your Unknown"

John T. Stratton III L.S. C.F.S.
1401 Graffenburg Rd
New Hartford, NY 13413
315-281-9452
john@strattonsurveying.com
www.strattonsurveying.com

DATE: June 26, 2026

TO:
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065
518-371-6054 | planning@cliftonpark.org

FOR: Riverview Road Field Acquisition
DATED: 6/22/2026

SCOPE:

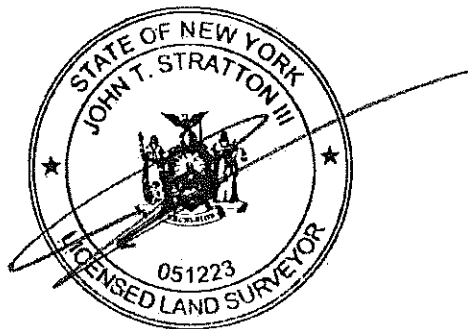
Stratton Surveying P.L.L.C. proposes to provide professional land surveying services for the Town of Clifton Park as outlined in the Survey RFQ (attached) dated June 22, 2026. The scope of work will be in accordance with the requirements and objectives specified by the Town of Clifton Park. Survey expected to be performed between August 21st-30th with deliverables due September 10th. Payment due 30 days from invoice.

BACKGROUND:

John T. Stratton III is a Licensed New York State Land Surveyor and National Society of Professional Surveyors Certified Floodplain Surveyor. Having established Stratton Surveying in 2024 with over a decade of surveying experience across N.Y.S and Vermont and studied Surveying Engineering Technology at Mohawk Valley Community College and The University of Maine. Member of the New York State Association of Professional Land Surveyors and the National Society of Professional Surveyors.

AMOUNT:

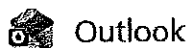
\$10,837.00



THANK YOU FOR YOUR CONSIDERATION

Clifton Park Proposal

Task	Hours	Rate	Total
Field	24	\$195.00	\$4,680.00
Office/Research/Drafting	30	\$195.00	\$5,850.00
Mileage (2 trips)			\$257.00
Monumentation			
Deliverables			\$50.00
Lump Sum			\$10,837.00



Outlook

RFQ Land Surveying for Riverview Field Acquisition - Memo on responses received

From Jennifer Viggiani <JViggiani@cliftonpark.org>

Date Wed 7/15/2026 10:51 AM

To John Scavo <jscavo@cliftonpark.org>

📎 4 attachments (2 MB)

Memo to Director Scavo on RFQ Survey responses_7-15-26.docx; Stratton Surveying_Clifton Park Proposal.PDF; Surveying RFQ Responses Spreadsheet July 2026.xlsx; Request for Quotes-Professional Surveying_Riverview Road Field Acquisition-Town of Clifton Park.pdf;

Dear John,

Please review and advise as to next steps per town board authorization.

Thank you!

Sincerely,

Jennifer Viggiani

Open Space Coordinator

Town of Clifton Park – Planning Department

One Town Hall Plaza

Clifton Park, NY 12065

www.cliftonparkny.gov

www.cliftonparkopenspaces.org

www.cliftonparkfarms.com

518-371-6054

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

Riverview Road Field - Acquisition
Responses to RFQ for Professional Surveying Services

NYS OFRHP #240644
DUE JULY 10, 2026

Consultant	Office Location	Survey and Boundary Mapping	Mapping	Prepare Legal Descriptions/Met es & Bounds Description	SUBTOTAL	Boundary/ set property corners	TOTAL Lump Sum Fee
1 Prudent Engineering	East Syracuse, NY						\$ 57,378.48 prevailing
2 Lansing Engineering	Malta, NY	\$ 9,600.00	\$ 2,400.00	\$ 1,920.00	\$ 13,920.00	\$ 2,400.00	\$ 51,000.00 non-prevailing (per email 7-2-26 savings of approx \$6K for fieldwork)
					\$ 10,720.00	\$ 1,600.00	\$ 16,320.00 prevailing wages
							\$ 12,320.00 non prevailing wages
3 GiVanGuilder Land Surveying	Clifton Park, NY						\$ 12,000.00 non-prevailing
4 C.T. Male Associates	Latham, NY						\$ 43,500.00
5 MJ Engineering	Clifton Park, NY	\$ 16,300.00				\$ 2,200.00	\$ 18,500.00 boundary marking only of one
6 All Seasons Land Surveying	Millerton, NY	\$ 15,500.00 woj vanvrnk	\$ 8,500.00 \$ 6,500.00			\$ 15,000.00	\$ 41,000.00
7 M & J Engineering (Joseph Messina, PLS)	Ridgefield Park, NJ						\$ 18,830.00
8 Erdman Anthony	Rochester, NY	\$ 28,000.00				\$ 6,000.00	\$ 34,000.00
9 Tectonic	Latham, NY	\$ 9,400.00				\$ 2,600.00	\$ 12,000.00
10 Colliers Engineering & Design	Albany, NY	\$ 34,400.00				\$ 5,500.00	\$ 39,900.00
11 LaBella Associates, DPC	Latham, NY	\$ 16,500.00				\$ 3,000.00	\$ 19,500.00
12 Environmental Design Partnership	Clifton Park, NY				\$ 25,000.00	\$ 4,500.00	\$ 29,500.00 non-prevailing
					\$ 30,000.00	\$ 6,250.00	\$ 36,250.00 prevailing
13 Hunt Engineers, Architects, Surveyors	Binghamton, NY	\$ 15,480.00				\$ 3,550.00	\$ 19,030.00
14 Control Point Associates, Inc. PC	Albany, NY	\$ 9,540.00 woj vanvrnk	\$ 2,125.00 \$ 2,125.00			\$ 4,250.00	\$ 21,770.00
15 Stratton Surveying P.L.L.C.	New Hartford, NY		\$ 17,520.00				\$ 10,837.00 sole proprietor

7/15/2026



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 bond resolution dated August 18, 2026, authorizing the issuance of not to exceed \$337,000 serial bonds, to finance the cost of certain water system improvements in the Eastside Drive and Route 146A area of the Town of Clifton Park.

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

WHEREAS, the Town Board of the Town of Clifton Park on April 15, 2024 adopted a Bond Resolution authorizing the issuance of not to exceed \$3,370,000 in serial bonds (the "Original Bond Resolution") to undertake the design, construction, and interconnection of certain pipes, valves, fire hydrants and related infrastructure for the distribution of public water for properties located in the Eastside Drive and Route 146A area of the Town (the "Project"), as described in the Preliminary Engineering Report, last revised August 2023, prepared by Prime AE Group, Engineers which is on file in the Town Clerk's office; and

WHEREAS, the total estimated maximum cost of the Project has increased to \$3,707,000; and

WHEREAS, the Town Board now desires to authorize the expenditure and appropriation of additional funds in connection with the Project, and the issuance of additional serials bonds of the Town to finance such additional appropriations.

BE IT RESOLVED by the Town Board of the Town of Clifton Park, Saratoga County, New York, as follows:

Section 1. The Town of Clifton Park, New York (the "Town") is hereby authorized to undertake the acquisition, construction and installation of a water supply and distribution system for the distribution of public water for properties located in the Eastside Drive and Route 146A area of the Town, including but not limited to, the design, construction, and interconnection of certain pipes, valves, fire hydrants and related infrastructure, and the acquisition of machinery, equipment or apparatus required in connection therewith, at an estimated maximum cost of \$3,707,000, constituting an increase of \$337,000 over the estimated maximum cost authorized in the Original Bond Resolution.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific objects or purposes is \$3,707,000, said amount is hereby appropriated therefor, and the plan for the financing thereof shall be as follows:

- (a) by the issuance of not to exceed \$3,370,000 in serial bonds of the Town heretofore authorized to be issued pursuant to the Original Bond Resolution;

- (b) by the issuance of an additional not to exceed \$337,000 in serial bonds (the "Bonds") of the Town which are hereby authorized to be issued pursuant to this resolution and the provisions of the Local Finance Law; and
- (c) PROVIDED, HOWEVER, all Federal or State grant funds received for such objects or purposes shall be applied to reduce the amount borrowed for such purposes or to pay principal of and interest on the serial bonds or any bond anticipation notes issued in anticipation of the Bonds (the "Notes").

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty (40) years pursuant to subparagraph 1 of Section 11.00(a) of the Local Finance Law. The proposed maturity of the Bonds will be in excess of five years.

Section 4. Pursuant to Section 107.00(d)(3)(a) of the Local Finance Law, current funds are not required to be provided prior to issuance of the Bonds or Notes.

Section 5. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165:10 of the Local Finance Law, for the capital purposes described in Section 1 of this resolution.

Section 6. The Bonds and Notes shall contain the recital of validity prescribed by Section 52.00 of the Local Finance Law, and the Bonds and Notes shall be general obligations of the Town payable as to both principal and interest by a general tax upon all the real property within the Town without legal or constitutional limitation as to rate or amount. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be apportioned and assessed upon the several lots and parcels of land within a water district (the "District") to be formed by the Town, which District shall include all properties that the Town Board shall determine to be especially benefited by the capital purpose described in Section 1 of this resolution. Such assessment shall be in an amount sufficient to pay the principal of and interest on the Bonds and Notes, as the same becomes due and payable, but if not paid from such source, all the taxable real property in the Town shall be subject to the levy of ad valorem taxes without limitation as to rate or amount sufficient to pay the principal of and interest on such obligations.

Section 7. Subject to the provisions of this resolution and of the Local Finance Law, and pursuant to the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 63.00 inclusive of the Local Finance Law, the power to authorize the issuance of and to sell Notes in anticipation of the issuance and sale of the Bonds herein authorized, including renewals of such Notes, and the power to prescribe the terms, form and contents of the Bonds and Notes, and the power to sell and deliver the Bonds and Notes, and the power to sell and deliver the Bonds and Notes providing for substantially level or declining annual debt service, is hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

Section 8. This resolution is intended to constitute the declaration of the Town's "official intent" to reimburse the expenditures authorized by this resolution with the proceeds of the Bonds and Notes authorized herein, as required by United States Treasury Department Regulation 1.150-2.

Section 9. The Bonds and Notes authorized to be issued by this resolution are hereby authorized to be consolidated, at the option of the Town Supervisor, the chief fiscal officer, with the serial bonds and bond anticipation notes authorized by other bond resolutions adopted by the Town Board for purposes of sale in one or more bond or note issues aggregating an amount not to exceed the amount authorized in such resolutions. All matters regarding the sale of the Bonds, including the dated date of the Bonds, the consolidation of the Bonds and Notes with other issues of the Town, and the serial maturities of the Bonds, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

Section 10. The Town Supervisor, as Chief Fiscal Officer of the Town, is further authorized to sell all or a portion of the Bonds and Notes to the New York State Environmental Facilities Corporation ("EFC") and/or the United States Department of Agriculture, Rural Development ("Rural Development"), in the form prescribed in one or more financing, grant or similar agreements (the "Financing Agreements") between the Town and EFC and/or Rural Development; to execute and deliver on behalf of the Town one or more Financing Agreements with EFC and/or Rural Development, and to execute such other documents, and take such other actions, as are necessary or appropriate to obtain financing from the EFC and/or Rural Development for all- or a portion of the costs of the expenditures authorized by this Bond Resolution, and perform the Town's obligations under its Bonds and Notes delivered to EFC and/or Rural Development and under the Financing Agreements. The Town Supervisor is further authorized to seek grant funding from such New York State or federal grant programs deemed appropriate and to execute and deliver on behalf of the Town one or more Financing Agreements with the appropriate entities/agencies and to execute such other documents, and take -such other actions, as are necessary or appropriate to obtain financing for all or a portion of the costs of the expenditures authorized by this Bond Resolution.

Section 11. The validity of the Bonds and Notes authorized by this resolution may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money; or

() the provisions of law which should be complied with at the date of the publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations- are authorized in violation of the provisions of the Constitution.

Section 12. This resolution, or a summary thereof, shall be published in the official newspapers of the Town for such purpose, together with a notice of the Clerk_ of the Town in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 13. The Town Supervisor, as chief fiscal officer of the Town, is hereby authorized to enter into an undertaking for the benefit of the holders of the Bonds and Notes, requiring the Town to provide secondary market disclosure as required by Securities and Exchange Commission Rule 15c2-12.

Section 14. The Town Board hereby determines that the requirements of the State Environmental Quality Review Act and the regulations thereunder have previously been satisfied with respect to the expenditures authorized by this resolution.

Section 15. This resolution is not subject to permissive referendum in accordance with Section 35.00(b)(2) of the Local Finance Law.

Section 16. This resolution shall take effect immediately; provided, however, notwithstanding anything herein to the contrary, no Bonds, Notes or other obligations of the Town shall be issued pursuant to this resolution until (1) the District has been duly established pursuant to all requirements of the New York State Town Law including, but not limited to, New York State Comptroller's approval of the District formation, if required under the Town Law, and (2) after the District has been duly established in accordance with the Town Law, the Town Board shall adopt an additional bond resolution that amends, restates and replaces the Original Bond Resolution and this resolution, to unconditionally authorize the issuance of the Town's Bonds and Notes for the objects or purposes described herein.

ROLL CALL VOTE

Ayes:

Noes:

DECLARED ADOPTED

August 18, 2026

Caitlin S. Fantini, Town Clerk

STATE OF NEW YORK)

)SS.:

COUNTY OF SARATOGA)

I, the undersigned, Clerk of the Town of Clifton Park, Saratoga County, New York (the "Town"), DO HEREBY CERTIFY:

That I have compared the annexed abstract of the minutes of the meeting of the Town Board of the Town, held on the 18th day of August, 2026, including the resolution contained therein, with the original thereof on file in my office, and the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that the full Board of the Town consists of five (5) members; that _____ () members of the Board were present at such meeting; and that _____ () of such members voted in favor of the above resolution.

_____ I FURTHER CERTIFY that (i) all members of the Board had due notice of the meeting, (ii) pursuant to Article 7 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public, and due notice of the time and place of such meeting was duly given in accordance with Article 7 of the Public Officers Law, and (iii) the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this ____ day of _____, 2026.

Caitlin S. Fantini, Town Clerk, Town of
Clifton Park, Saratoga County, New York

(SEAL)

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, August 13, 2026 10:04 AM
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 #3436
Attachments: 88c0e0dd0209d167_337000_Eastside_Drive_Water_-_2026
_Ersatz_Supplemental_Bond_Resolution_Town_of_Clifton_Park23998292.1.doc

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

Department: Planning Department On Behalf of Town Supervisor's Office

Your Name: John Scavo

Your Email: jscavo@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 08/18/2026 ✓

Board Meeting Date: 08/18/2026 ✓

Alternate Date: 09/15/2026

Budget Number: NA

Budget Description: NA

Amount: NA

Brief Description: New supplemental "Ersatz" bond resolution for the purpose of increasing the Towns' score with EFC for the grant application. Please see Section 16 - Given the circumstances, there is no need to undertake the other authorization requirements, but it would be best to adopt this resolution by not less than 2/3 of the entire Town Board in a roll-call vote (i.e., at least four (4) votes in favor regardless of absences, abstentions or vacancies).

Additional Comments/Details: Please find the new supplemental "Ersatz" bond resolution for the purpose of increasing the Towns' score with EFC for the grant application.

Supporting Documents:

[88c0e0dd0209d167_337000_Eastside_Drive_Water_-_2026_Ersatz_Supplemental_Bond_Resolution_Town_of_Clifton_Park23998292.1.doc](#)

Agree to Terms: Agree

[unsubscribe](#)



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 to approve an engineering agreement for design, bid assistance, construction and inspection phases of the Highway Department's Salt Shed roof replacement project.

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

WHEREAS, Dahn Bull, Highway Superintendent, wishes to engage K.B. Engineering, P.C. engineering services for the roof replacement project, and

WHEREAS, K.B. Engineering, P.C. submitted a proposal, attached, offering to provide comprehensive engineering design and construction management services in an amount of \$46,540.00, and

WHEREAS, K.B. Engineering, P.C. has provided similar engineering services on numerous projects that have been successfully completed within the Town; now, therefore, be it

RESOLVED, that the Supervisor is authorized to execute the attached proposal submitted by K.B. Engineering, P.C. for the design, bid assistance, construction and inspection services for the Highway Department's Salt Shed roof replacement project; and be it further

RESOLVED, that the Comptroller is authorized to transfer \$46,540.00 from A-914 (Unassigned Fund Balance) to A-05132-00135 (General Fund – Highway Garage – Engineering).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, August 11, 2026 10:49 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 #3422
Attachments: 5ce0bfb67fe403da_Salt_Storage_Shed_Emergency_Repair_Proposal_6.26.26-1.pdf; 7f46ae22643bceeb_20260811105259861-1.pdf

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

Department: Highway Department

Your Name: Dahn Bull

Your Email: dbull@cliftonpark.org

Sponsor: D. Bull

Agenda Session Date: 08/18/2026 ✓

Board Meeting Date: 08/18/2026 ✓

Alternate Date: 08/18/2026

Budget Number: A-914

Budget Description: Town Fund Balance

Amount: \$46,540.00

Brief Description: A resolution hiring K.B. Engineering, P.C., to assist with the Design Phase, Bid Phase, Construction Administration and Inspection of Roof Repairs to the Salt Shed at the Highway Department.

The Building Department has required that we seek engineering services for the proposition of roof repairs to the salt shed.

Additional Comments/Details: None at this time.

Supporting Documents:

[5ce0bfb67fe403da_Salt_Storage_Shed_Emergency_Repair_Proposal_6.26.26-1.pdf](#)

[7f46ae22643bceeb_20260811105259861-1.pdf](#)

Agree to Terms: Agree

[unsubscribe](#)



KB Engineering, P.C.
100 Great Oaks Boulevard, Suite 114
Albany, NY 12203
P: 1.833.723.4768

June 26, 2026-

Mr. Dahn Bull, Superintendent of Highways.
Town of Clifton Park
639 Clifton Park Center Road
Clifton Park, NY 12065

**Re: Town of Clifton Park
Salt Storage Building Emergency Repairs Project
Proposal for Engineering Services**

Dear Mr. Bull:

KB Engineering, P.C. (KB Engineering) is pleased to submit this Proposal to provide Professional Engineering Services related to the design phase, bid phase, and construction phase services for the proposed Salt Storage Building Emergency Repairs Project. Representatives of KB Engineering visited the Salt Storage Building on April 6, 2026 and June 24, 2026 to review the current building conditions. There are numerous roof trusses that are damaged or have been previously repaired, two walls are bowed outwards with one that appears to have shifted off the foundation, roof shingles have settled in multiple locations, daylight can be seen through the roof, and there are other cosmetic deficiencies to the trim and soffits. To address these deficiencies, emergency repairs will be necessary for the building to be serviceable through the coming winter while plans for a permanent replacement structure are developed. This work will allow the Town to continue to perform road maintenance activities until the existing salt storage building can be replaced. We propose the following scope of services described in detail below:

A. Base Services

Task 1: Design Phase Services

KB Engineering will provide design services to prepare a short form project manual that can be used to bid the emergency repairs. KB Engineering will perform the following activities:

1. Visit the site to take measurements and photographs of the existing building condition.
2. Prepare Construction Plans, along with typical detail sheets.
3. Prepare short form Project Manual, including summary of work and technical specifications, ready for submission to the Town Highway Department & the Town Building Department for review and approval and to be ready for bidding.
4. Prepare Engineer's Opinion of Probable Construction Costs (OPCC).
5. Conduct a review meeting with the Town and other major stakeholders to address questions.
6. Revise the bid documents to incorporate mutually agreed upon design changes and issue final set.

Deliverables

1. Plans & Specifications.
2. OPCC
3. Short Form Project Manuals for review and bidding

Task 2: Bid Phase Services

Upon acceptance of the design plans by Town officials, KB Engineering will advance the project to the bid phase level. KB Engineering will perform the following activities:

1. Develop a list of prospective-bidders to send the Advertisement for Bids.
2. Provide bid phase services, including answering prospective bidder's questions/RFI's.
3. Prepare and/or assist the Town in issuance of addenda.
4. Attend the pre-bid meeting.
5. Attend the bid opening, if requested.
6. Review the low bidder's qualifications, prepare a recommendation of award, notice of award, and coordinate the execution of all required contract documents.

Task 3: Construction Administration

Upon acceptance of a low bidder by Town officials, KB Engineering will advance the project to the construction phase level. KB Engineering will perform the following Construction Engineering and Administration Services:

1. Analyze contractors proposed schedule.
2. Review of contractor's schedule of values
3. Organize and attend a preconstruction meeting and monthly progress meetings and prepare meeting minutes for distribution to all parties involved, including the Town and the Contractor.
4. Review submittals and shop drawings and maintain submittal review log.
5. Complete review and responses to all reasonable requests for information (RFI) from the contractor.
6. Review and certify contractor payment requests and associated paperwork.
7. Coordinate Substantial Completion walkthrough with Owner and Contractor and issue punch list.
8. Provide review of contractor's As-Built drawings and prepare record drawings.
9. Conduct contract closeout procedures and assembly product warranty information.

Task 4: Construction Inspection

We are estimating the need for 120 hours of part-time inspection in our proposal. We have anticipated that the project will take approximately 8 weeks to complete. If the contractor takes longer than expected, more hours may be needed, but we will not exceed the budgeted hours without prior approval of the Town. KB Engineering will perform the following Construction Observation Services:

1. Provide the services of an inspector to observe the construction work in general conformance with design plans and specifications.
2. Review test procedures, witness tests, review and certify results.
3. Maintain and submit written records of construction activities.
4. Submit written reports of inspection observations and related photographs.
5. Attend a final walk-through with the Owner and contractor and develop a punch list for the contractor to complete.
6. Review As-built drawings provided by the contractor and provide final version to the Town.

B. Fee

Task	Engineering Fee
1. Design-Phase Services	\$15,030
2. Bid Phase Services	\$3,720
3. Construction Administration	\$10,640
4. Construction Inspection	\$17,150
Total	\$46,540

*

We propose to complete the scope of work stated in this proposal for a not to exceed lump sum fee of \$46,540 to be billed monthly on a percentage complete basis.

C. Exceptions and Limitations:

1. No environmental/hazardous/material testing or remediation is included in our proposal.
2. No geotechnical investigations are included in our proposal.

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including KB Engineering's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

In providing the Services, KB Engineering may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide KB Engineering in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and KB Engineering shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair KB Engineering from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse KB Engineering's performance of the affected Services. If KB Engineering's adherence to Client's policies increases KB Engineering's costs of providing the Services, KB Engineering shall notify Client of the foregoing and Client shall pay KB Engineering for the increased costs associated with adherence to such policies.

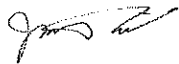
F. Terms & Conditions

Our work under this Proposal shall be performed in accordance with KB Engineering's Standard Terms and Conditions previously approved by the Town, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein.

If you agree with this Proposal, please return an executed copy of this Proposal. If you have any questions, please feel free to contact me.

Mr. Dahn Bull, Superintendent of Highways
Proposal for Engineering Services
Salt Storage Building Emergency Repairs
June 26, 2026 – Page Four

Sincerely,



Jeffrey D. Trzeciak, P.E.
Senior Project Manager II

Enclosure: Standard Terms & Conditions

AGREED TO BY TOWN OF CLIFTON PARK:

Philip Barrett, Town Supervisor

DATE:

AGREED TO BY KB ENGINEERING, P.C.:



Kumar Buvanendaran, P.E. – President & CEO

DATE: 6/26/2026

KB Engineering, P.C.

1. **General.** These Terms & Conditions, together with the accompanying proposal, constitute the full and complete Agreement between **KB Engineering, PC ("KB")** and the entity or person to whom the proposal is addressed ("Client") to perform basic or additional services as set forth in the proposal. KB and Client may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party". The technical and pricing information in the proposal is the confidential and proprietary property of KB and shall not be disclosed or made available to third parties without the written consent of KB. Unless otherwise specified in the proposal, the proposal fees and schedule constitute KB's best estimate of the charges and time required to complete the project. As the project progresses, site conditions, changes in the law, or other unknown facts or events may dictate revisions in scope and fee. KB will inform Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith.

2. **Performance of Services.** KB's services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances. Client agrees that KB has been engaged to provide professional services only, and that KB does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement. No other warranty, express or implied, is included or intended by the Agreement. KB is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between KB and Client or its subcontractors, subconsultants or vendors. KB does not represent or warrant that any permit or approval will be issued by any governmental body in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by authorities.

3. **Right of Entry.** Client shall be responsible for obtaining all legal right-of-entry, and associated costs, onto properties required by the project.

4. **Modification.** This Agreement may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Terms & Conditions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Terms & Conditions shall govern.

5. **Compensation.** Client shall pay KB pursuant to the rates and charges set forth in the proposal. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Client shall notify KB in writing of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. If Client fails to make any payment due to KB for services and expenses within thirty (30) days after receipt of KB's statement therefor, the amounts due KB will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, KB may, after giving seven (7) days' written notice to Client, suspend services under this Agreement. Unless payment is received by KB within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, KB shall have no responsibility to Client for delay or damage caused Client because of such suspension of services. Client shall pay all undisputed fees.

6. **Insurance.** KB will maintain workers' compensation insurance as required under the laws of the state in which the services will be performed. KB agrees to purchase at its own expense, Comprehensive General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death and property damage; Professional Liability insurance in the amount of \$1,000,000 per claim and in the aggregate; Automobile Liability insurance with a combined single of \$1,000,000 per occurrence; and will furnish insurance certificates to Client reflecting KB's standard coverage and providing thirty (30) days prior written notice in the event of cancellation or material change in coverage. KB agrees to purchase whatever additional insurance is requested by Client (presuming such insurance is available, from carriers acceptable to KB) provided Client reimburses the premiums for additional insurance.

will be named additional insured on all policies except Workers' Compensation and Professional Liability.

7. Confidentiality. KB will hold confidential all business and technical information obtained from Client or generated in performing services under this Agreement, except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct; (3) the preservation of the public safety, health, and welfare; (4) compliance with any court order, statute, law, or governmental directive; and/or (5) protection of KB against claims or liabilities arising from the performance of services under this Agreement. KB's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

8. Ownership of Documents. All reports, notes, drawings, specifications, data, intellectual property, inventions, discoveries, processes, calculations, and other documents, including those in electronic form, obtained, created or prepared by KB in performing services under this Agreement are instruments of KB's service ("Instruments"), and all rights, copyrights, titles and interests in the Instruments shall remain KB's property, whether or not the project is completed. Client agrees not to use Instruments for marketing purposes, for projects other than the project for which the documents were prepared by KB, for future modifications to this project, or for any other purpose than the purpose intended under this Agreement, without first obtaining KB's express written permission for a specific use license. Any reuse or distribution of Instruments to third parties without such express written permission, verification or project-specific adaptation by KB will be at Client's sole risk and without liability to KB or its employees, affiliates, subsidiaries, independent contractors, and subcontractors. Client shall indemnify, defend, and hold harmless KB and its employees, affiliates, subsidiaries, independent contractors, and subcontractors from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification or project-specific adaptation shall entitle KB to additional compensation.

9. Suspension of Services and Termination. Either party may, at any time, suspend further services or terminate this Agreement. Suspension or termination shall be by written notice effective seven (7) days after receipt by the receiving party. KB may terminate this Agreement immediately upon giving Client a written notice of termination upon occurrence of any of the following: (a) an event of Force Majeure has been continuing during more than sixty (60) days or (b) prevented, hindered, or delayed performance due to disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic). Client agrees to compensate KB for all services performed and commitments made prior to the effective date of the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants and vendors. Where payment is based on lump sum contract, Client agrees that the final invoice after Client's suspension or termination of services will be based on the percentage of work completed to the effective date of suspension or termination, plus reasonable suspension or termination charges including, but not limited to, personnel and equipment rescheduling adjustments and all other related costs and charges directly attributable to suspension or termination. In the event of suspension of services or termination by Client, KB shall have no liability to Client or others. Client agrees to indemnify and hold KB harmless from any claim or liability resulting from such suspension or termination.

10. Force Majeure. Except for Client's obligation to pay for services rendered by KB, including those of its subcontractors, subconsultants and vendors, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic), fire, flood, unanticipated site, building or subsurface conditions, regulatory permitting, terrorism, explosion, war, request or intervention of a government authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain materials, equipment, fuel or transportation. Delays within the scope of this article that cumulatively exceed thirty (30) calendar days shall, at the option of either party, make this Agreement subject to

KB Engineering, P.C.

termination or renegotiation. Should Client require KB to maintain its personnel and equipment available during the delay period, Client agrees to compensate KB for additional labor, equipment, and any and all other costs associated with KB in maintaining its personnel during the delay period.

11. Mutual Waiver of Consequential Damages.

Neither Client nor KB, nor their affiliates or subsidiaries, nor the officers, directors, agents, employees, or their subcontractors, subconsultants, or vendors, shall be liable to the other, third parties, or shall make any claim for any incidental, indirect, special, collateral, exemplary, punitive or consequential damages arising out of, or connected in any way to the services or this Agreement, whether the action in which recovery of damages is sought is based upon contract, tort, including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, strict liability, breach of contract and breach of warranty. Consequential damages include, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action.

12. Services During Construction. If KB provides services including the performance of services during the construction phase of the project, it is understood that the purpose of such services, including to visit the project site, will be to enable KB to better perform its services as a design professional, and to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will conform generally to the contract documents. KB shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall KB have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incident to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. KB does not guarantee the performance of the construction work or contract by others and does not assume responsibility for others' failure to furnish and perform their work. If KB's services during construction include shop drawing review, KB will

review (or take other appropriate action with respect to) shop drawings, samples, and other data which the contract documents require KB to review, but only for conformance with KB's design concept of the project and compliance with the information set forth in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. KB's review or other actions shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction.

13. Certifications. KB shall not be required to sign any documents, no matter by whom requested, that would result in KB's having to provide certification, a guarantee, or a warranty.

14. Reliance. KB shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's employees, representatives, agents, independent contractors, construction managers, consultants and contractors, and information from public records, without the need for independent verification. Any opinions rendered by KB pursuant to this Agreement are for the sole and exclusive use of Client, and are not intended for the use of, or reliance upon, by any third parties without the prior written approval of KB. Client agrees to indemnify, hold harmless, and defend KB to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by others due to unauthorized reliance of any opinion provided under the Agreement.

15. Opinion of Probable Costs. When required as part of its services, KB will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by KB hereunder will be made on the basis of KB's experience and qualifications and will

KB Engineering, P.C.

represent KB's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that KB does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the services.

16. Limitation of Liability. Client and KB have discussed the risks, rewards, and anticipated outcome of the project in the proposal and an estimated total fee for service, and agree that to the fullest extent permitted by law, the total liability, in the aggregate, of KB, its officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to KB's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, errors, omissions, strict liability or contract, shall be limited to \$1,000,000.

17. Dispute Resolution. If a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, Client and KB agree to submit all claims and disputes arising out of this Agreement to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, that they will share equally in its costs, and that neither party will commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

18. Indemnification. (a) With respect to non-professional services (general liability), the KB agrees to indemnify, defend and hold the Client and their respective partners, directors, officers and employees harmless from all suits, actions, claims, demands, judgments, and liabilities including property damage and bodily injury or

death, including claims of KB's employees, to the extent caused by the act, omission, or breach of contract of or by the KB, or its subconsultants, in providing the Services hereunder. (b) With respect to professional services (professional liability), the KB agrees to indemnify and hold the Client and their respective directors, officers and employees ("Indemnitees") harmless from judgments and liabilities, including property damage and bodily injury or death ("Damages"), including claims of KB's employees, to the proportionate extent caused by the negligent act, error, omission, or breach of contract of or by the KB, or its subconsultants, in providing the Services hereunder. KB's defense obligations hereunder, including any actual or implied up-front duty to defend, with respect to professional negligence-based claims shall mean the reimbursement of reasonable attorneys' fees incurred by Indemnitees to the proportionate extent such Damages are caused by KB's negligence as proven in a Court with competent jurisdiction and recoverable under applicable law on account of negligence.

19. Precedence. These Terms & Conditions shall take precedence over any inconsistent or contradictory provisions contained in, or referenced by, any proposal, contract, purchase order, requisition, notice to proceed, or similar or like document.

20. Severability. If any of these Terms & Conditions are finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Terms & Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

21. Survival. These Terms & Conditions shall survive the completion of KB's services on the project and the termination of services for any cause.

22. Governing Law. The laws of the state in which the project is located shall govern the validity and interpretation of this Agreement. Client agrees that any legal action or proceeding arising out of the provision of services by KB pursuant to the proposal or any modification thereof may be submitted by KB to

KB Engineering, P.C.

a State Court in the State of New York without regard to the choice of law provision. Client irrevocably consents to jurisdiction of (and waives dispute of venue in) the aforementioned venues.

23. **Assignment.** No assignments by Client of this Agreement or of any monies due or to become due hereunder shall be binding upon KB until KB's written consent thereto is obtained. Any assignment by Client to anyone of any right under this Agreement without the written consent of KB shall be null and void and without effect.



DAHN S. BULL

SUPERINTENDENT OF HIGHWAYS

RECEIVED

JUL 21 2026

**CLIFTON PARK
TOWN CLERK**

MEMO

TO: The Town Board
CC: Ellen Martin, Deputy Highway Superintendent, James Ryan, Highway Maintenance Supervisor, Ryan Ensel, Assistant Highway Maintenance Supervisor, Mark Heggen, Comptroller, Wade Schoenborn, Building and Zoning Department, Dan Clemens, Buildings and Grounds Department
FROM: Dahn S. Bull, Highway Superintendent
Date: July 21, 2026
RE: Necessity of Salt Shed Roof Repairs

The purpose of this memorandum is to request approval and funding for the replacement of the roof on the Highway Departments Salt Shed. The existing roof has reached the end of its useful service life and is no longer providing reliable protection for our salt supplies as well as being a potential hazard to employees and equipment. While we were able to make repairs of the roof nearly ten years ago, inspections were carried out by our own Wade Schoenborn, head of our Building and Zoning Department, and he has determined that a replacement is necessary.

Over the past several years, the roof has experienced recurring leaks and deterioration despite ongoing maintenance and repairs. The most significant of this occurred in the Spring, when we witnessed that the roof was separating from the structural trusses in the East Wing of the building. While temporary repairs have helped address immediate issues, they have become increasingly frequent and costlier, without resolving the underlying condition. Continued deterioration increases the likelihood of water, snow and ice intrusion, which can impact our ability to properly store our salt stockpiles.

Replacing the roof currently represents the most responsible and cost-effective long-term solution and the first necessary step is hiring an Engineering Firm to assist with the design, inspection and construction of the new roof. I would like to hire K.B. Engineering, P.C., and work with a well-respected engineer that has performed numerous projects for the Town of Clifton Park, Mr. Jeffrey D. Trzeciak, P.E.

The proposed project could potentially include, but not solely exclude, the removal of the existing roofing system, repair or replacement of any damaged roof decking as needed, installation of a new roofing system, and all related flashing, drainage, and warranty components. The project will be completed in accordance with applicable building codes and industry standards. We would need the engineering firm to establish the scope and necessary work to be completed. Mr. Trzeciak has proposed the attached cost for engineering services of \$46,540.00, encompassing Design Phase, Bid Phase, Construction Administration and Construction Inspection.

The estimated project cost will most likely be significant, but we do not have a ballpark without engineering services and bids. Being a Town Facility, funding would have to come from the Town's A-line Fund Balance.

For these reasons, approval of the roof replacement project is recommended. Investing in this critical infrastructure will protect public assets, maintain uninterrupted operations, and provide a durable roofing system that will serve the facility for many years.

Thank you for your consideration. I respectfully request approval to proceed with the hiring of K.B. Engineering, P.C. and move swiftly and quickly on the roof replacement project. I will have everything set for the meeting of August 4th, 2026, and work with getting bid documents out to the public by mid-August.



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 authorizing Matthew Charles to serve alcoholic beverages at a gathering to be held at Collins Park on August 27, 2026.

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

WHEREAS, Matthew Charles, Clifton Park, NY, is hosting a gathering at Collins Park and has requested permission to serve alcohol in the form of beer and wine at the event, and

WHEREAS, Mr. Charles submitted a permit application for use of Town facilities at Collins Park on August 27, 2026, from 12:30pm -5:30pm; now, therefore, be it

RESOLVED, that Matthew Charles, Clifton Park, NY, is hereby authorized to serve beer and wine at a gathering to be held at Collins Park on August 27, 2026, from 12:30pm-5:30pm.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, July 27, 2026 12:50 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 #3395

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

Department: Parks and Recreation

Your Name: Megan Babendreier

Your Email: mbabendreier@cliftonpark.org

Sponsor: Agatha Reid, Nancy Bellamy

Agenda Session Date: 08/18/2026 ✓

Board Meeting Date: 08/18/2026 ✓

Alternate Date: 08/18/2026

Budget Number: n/a

Budget Description: n/a

Amount: n/a

Brief Description: Alcohol Permit for Matthew Charles for a gathering of adults at Collins Park on Thursday August 27, 2026 from 12:30pm to 5:30pm.

Additional Comments/Details: see attached

Agree to Terms: Agree

[unsubscribe](#)



Town of Clifton Park

Office of Parks and Recreation

One Town Hall Plaza, Clifton Park, New York 12065 | (518) 371-6667 | Fax: (518) 545-4284

2026 SPECIAL ALCOHOL USE PERMIT REQUEST

(Please attach to Facility Permit Application)

Name of Organization: _____

Contact Person: MATTHEW CHARLES

Address: _____

Phone: _____

Email: _____

Location, Date and Time of Event: CAUTION PARK - AUGUST 27, 2026 12:30-5:30

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

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

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

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

Signed: [Signature]

Date: 7/27/26

For Office Use Only

Date on Town Board Agenda: _____

If Approved, Permit Issued and Mailed to Applicant: _____

If rejected, Applicant notified: _____

2026 Special Alcohol Use Permit Request



Town of Clifton Park

Office of Parks and Recreation

One Town Hall Plaza, Clifton Park, New York 12065 | (518) 371-6667 | Fax: (518) 545-4284

2026 FACILITY PERMIT APPLICATION - OUTDOOR

GENERAL INFORMATION

Name of Organization (if applicable): _____ Today's Date: 7/27/26
Contact Person: MATTHEW CHARLES
Address: _____
Phone: _____
Email Address: _____

FACILITY RENTAL REQUESTED

Collins Park Field _____ Veterans Park Softball Field 1 _____ Clifton Common _____
Collins Park Pavilion X Veterans Park Softball Field 2 _____ Clifton Common Soccer Field # _____
Locust Lane Pool Tent _____ Veterans Park Pavilion _____ Other: _____

Date Requested: AUGUST 27, 2026 Time: 12:30 to 5:30 # of Participants: 30

Permit is governed by the following conditions:

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

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

Indemnity: MATTHEW CHARLES (NAME) agrees to indemnify and hold the Town, its officers, employees, representatives and/or agents harmless with respect to any and all claims, causes of action, suits, proceedings, damages, liabilities, losses, costs and expenses, including third party claims or actions and attorneys' fees, in connection with loss of life, personal injury and/or any loss of life, personal injury and/or property damage which may arise from and as a result of the negligent acts or omissions of MATTHEW CHARLES (NAME) or others associated in some way therewith, during or arising out of the use of any park facility located in the Town of Clifton Park, County of Saratoga, State of New York on 7/27/26 (DATE).

Signed: _____ Date: 7/27/26

Approved by Parks and Recreation Office: _____

RENTAL FEE SCHEDULE

Fields and Pavilions:

1. Town Residents/Not-for Profit/Day Care/K-12 schools Mon-Thurs \$12.00 per hour Fri-Sun \$15.00 per hour
 Business Organizations & Colleges Mon-Thurs \$17.00 per hour Fri-Sun \$20.00 per hour
2. Additional Fees
 - Lighted field \$25.00 per game
 - Security, miscellaneous (minimum of 3 hours) \$25.00 per hour, per service
3. Field Closure - The Town of Clifton Park reserves the right to close any field due to poor field conditions. Groups, organizations, or individuals failing to honor any field closure are subject to a revoking of their field permit and removal from the premises. *It is the responsibility of the field user(s) to know the status of any given field. For field closure information, call our office at 518-371-6667.*

Locust Lane Pool Tent:

- Locust Lane Pool Tent (noon - 3:30 p.m. or 4:00 p.m. - 7:30 p.m.)
 Mon-Thurs: \$60.00 per time frame Fri-Sun: \$70.00 per time frame
 Additional charge for non-member guests \$5.00 per non-member (Must be paid day of party AT pool)

FACILITY DESCRIPTIONS

Collins Park: Located on Moe Road and Route 146. Softball field, pavilion, picnic area and playground. Field and Pavilion are rented individually. There are 6 tables and 4 grills at the pavilion.

Veterans Memorial Park at Elks Trail: Located on MacElroy Road. This facility provides 2 softball fields and a pavilion with tables and grills. Beautiful wetlands located behind the ballpark. Fields and Pavilion are rented individually.

Locust Lane Pool Tent: Located in the Clifton Knolls development on Locust Lane. The pool tent area is available for rent for social gatherings. There are 6 tables located under the tent for use with rental.

TOWN OF CLIFTON PARK – PARK RULES

- Parks and Facilities are available for rental from dawn to dusk
- No person may drink, consume, or possess alcoholic beverages in any town park or in any park within a park district or in any other lands or property owned by the town. If any person in your group is caught with an alcohol beverage, they will be fined, and your permit will be revoked.
- Trail bikes and ATVs are prohibited
- Bikes are to be ridden only on bike paths, absolutely no riding on basketball or tennis courts.
- Leash law is in effect.
- Bands and stereo equipment (except radios) are prohibited in park areas
- Use of golf clubs in parks is prohibited, with the exception of Barney Road Golf Course.
- Please pick up after yourself. Carry-in, carry-out policy. The Town of Clifton Park requires that you take out what you bring in.

Initial: MC
 (ALCOHOL USE)
 Initial: PERMIT TOWN
 Initial: MC
 Initial: MC
 Initial: MC
 Initial: MC
 Initial: MC
 Initial: MC

Thank you for your cooperation and enjoy your day!

FOR OFFICE USE ONLY			
Field Rental			Date Paid: <u>7/27/26</u>
Pavilion Rental	<u>CPP</u>	<u>1230-530 PM</u>	Amount Paid: <u>\$60 + 25 = \$85</u>
Field Lights			Payment Type: <u>CC 2122</u>
Security			Permit Given: <u>(AP)</u>
Other	<u>Alcohol request</u>	<u>\$25 NKF</u>	Outlook Calendar: <u>(AP)</u>
			Staff Initials: <u>(AP)</u>



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 hiring a returning part-time Golf Course Attendant for the Barney Road Golf Course for the 2026 Season .

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

WHEREAS, the Town Board wishes to hire seasonal staff for the 2026 season at the Barney Road Golf Course, and

WHEREAS, Megan Babendreier, Director of Parks and Recreation, has recommended that Linda Balenski be rehired to fill the position of Barney Road Golf Course Attendant; now, therefore, be it

RESOLVED, that authorization is hereby given to hire Linda Balenski, as a part-time attendant for the Barney Road Golf Course, effective August 19, 2026, through the end of the 2026 season, to be paid \$16.25/hour from A-7190-E7195 (General Fund – Barney Road Golf Course – Golf Course Starters).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, July 27, 2026 2:36 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; hd; Megan Babendreier
Subject: New Employee Resolution Request #3396

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

Department: Parks and Recreation
Your Name: Megan Babendreier
Your Email: mbabendreier@cliftonpark.org
Sponsor: Agatha Reid, Nancy Bellamy
Agenda Session Date: 08/18/2026 ✓
Board Meeting Date: 08/18/2026 ✓
Alternate Date: 08/18/2026
Budget Number: A-07190-E7195
Budget Description: Barney Road Golf Course starter
Amount: \$16.25/hr
Brief Description: Rehire Linda Balenski as a Barney Road Golf Course attendant at a rate of \$16.25/hr for the 2026 season beginning August 19, 2026.
Additional Comments/Details: n/a
Agree to Terms: Agree

[unsubscribe](#)



RESOLUTION

#11

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 Town Historian John Scherer and Deputy Town Historian Sue Thompson to attend the Association of Public Historians of New York State (APHNYS) 2026 Annual Conference.

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

WHEREAS, Procurement Policy #10 states that all requests to attend classes, seminars or professional conferences involving overnight stays must be approved by the Town Board, and

WHEREAS, Megan Babendreier, Director of Parks & Recreation, recommends that Town Historian John Scherer and Deputy Town Historian Sue Thompson be authorized to attend the APHNYS 2026 Conference in Utica, NY, September 28-30, 2026, at a cost not to exceed \$600, with an additional \$400 to cover mileage and tolls, and

WHEREAS, Mr. Scherer's and Ms. Thompson's attendance at the APHNYS Conference would confer a benefit to the town; now, therefore, be it

RESOLVED, that John Scherer and Sue Thompson are authorized to attend the Association of Public Historians Conference in Utica, NY, September 28-30, 2026, at a total cost not to exceed \$1,000 including registration, meals, lodging and transportation, to be paid from A- 7510-001 (General Fund – Historian - Training/Conferences).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, August 6, 2026 12:28 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 #3418
Attachments: bb8582a3a536ae21_doc00050920260805154420.pdf

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

Department: Parks and Recreation

Your Name: Megan Babendreier

Your Email: mbabendreier@cliftonpark.org

Sponsor: Agatha Reid, Nancy Bellamy

Agenda Session Date: 08/18/2026 ✓

Board Meeting Date: 08/18/2026 ✓

Alternate Date: 08/18/2026

Budget Number: A-7510-001

Budget Description: Town Historian Training/Conf.

Amount: see below

Brief Description: allow Town Historian John Scherer and Deputy Town Historian Sue Thompson to attend the 2026 APHNYS Conference in Utica, NY, September 28 - 30 at a cost of approximately \$600, with an additional approximately \$400 to cover Town Historian's hotel, mileage, and tolls.

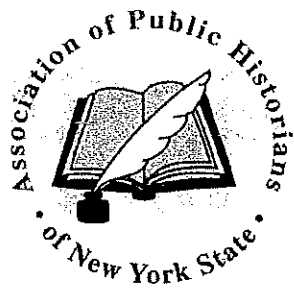
Additional Comments/Details: see attached

Supporting Documents:

[bb8582a3a536ae21_doc00050920260805154420.pdf](#)

Agree to Terms: Agree

[unsubscribe](#)



Enter search string



Home > 2026 Conference

Join us in Utica for our 2026 Annual Conference

Revolutionary New York

September 28-30, 2026

Delta Hotel by Marriott

Utica, NY

The Association of Public Historians of New York State (APHNYS) is pleased to announce that our 2026 Annual Conference will be held in Utica, NY, in Oneida County, September 28-30, 2026. Our annual conference draws more than 100 government-appointed historians and affiliates from across the state.

As we celebrate the semi-quincentennial of the United States, we reflect not only on the battles and sacrifices of the American Revolution, but the drastic changes in technology and culture that followed in the 250 years since the signing of the Declaration of Independence.

What revolutionary ideas shaped history in your community? Was it the fight for Independence? A later social movement or technological innovation? Or perhaps there's an event predating the Revolution that continues to shape your history? Tell us about the moment that changed everything! This year, our programs will reflect on pivotal events that have shaped New York State history.

Tours Information

Under Development

Travel & Lodging

The conference will be held at the **Delta Hotels Utica**, located at 200 Genesee Street, Utica, NY 13502.

Book your room here.

The cut-off date for hotel reservations is Thursday, August 13, 2026. Please note that the hotel charges \$10.00 per day for on-site parking.

Traveling to Utica by Train:

2026 Conference

"Revolutionary New York"

September 28-30, 2026

Delta Hotel by Marriott

Utica, New York

Registration

Tours Info - *Under Development*

Travel & Lodging

Conference Program - *Preliminary Schedule Available*

Marketing Opportunities

APHNYS Open Board Meeting

APHNYS Annual Awards

Amtrak service is available to the Boehlert Transportation Center, 321 Main Street, Utica, NY 13501. The railroad station is 0.7 mile from the conference hotel.

Conference Program

View the preliminary conference schedule [here](#). A full program will be available soon.

APHNYS Open Board Meeting

The APHNYS Board of Directors will be holding an open meeting at the conference, on Monday, September 28, 2026.

Association of Public Historians of New York State Awards

Nominations are now open!

APHNYS will be seeking nominations for its awards, given every year at its annual conference. Nominations are submitted through our website or via email at waldentrustee@frontiernet.net. If considering multiple awards, a separate nomination must be made for each. Awards are given during the recipient's lifetime and not posthumously.

Here are the categories for the awards:

Franklin D. Roosevelt Local Government Historian Professional Achievement Award - Awarded to an appointed historian in recognition of outstanding career achievement in the practice of Public History in New York State.

Named in memory of FDR's service as Historian of the Town of Hyde Park in Dutchess County. *Nominations open to appointed municipal historians, only.*

Edmund J. Winslow Local Government Historian Award for Excellence - Awarded to an appointed historian, recognizing excellence in one or more public history projects or publications in New York State.

Named in memory of Edmund J. Winslow, Senior Historian, New York State Museum (1968-1990). *Nominations open to appointed municipal historians, only.*

APHNYS Award for Excellence in Promoting Local History - Awarded for excellence in promoting local history in New York State through research, writing, and other related accomplishments.

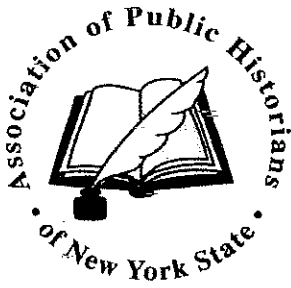
Nominations open to all, including appointed municipal historians, deputy historians and co-historians.

Hugh Hastings Award - Awarded in recognition of distinguished service to and support of the public history community, through work to promote and preserve history in New York State.

Named in honor of Hugh Hastings, the First State Historian for New York State (1895-1907). *Nominations open to those other than appointed municipal historians.*

Joseph F. Meany Award - Awarded in recognition of excellence in a military, maritime or labor history project or publication, in New York State.

Enter search string



Home > APHNYS 2026 Annual Conference - Utica, NY

Back

Add to my calendar

APHNYS 2026 Annual Conference - Utica, NY

Start **Monday, September 28, 2026**
8:00 AM

End **Wednesday, September 30, 2026**
1:00 PM

Location **Utica, NY**

Please review the registration options *carefully*.

Both Members and Non-Members have the option of registering for the whole conference (including meals), or a single day. The full conference registration, with meals, may be the best option for those being reimbursed by their municipality, avoiding meal caps. (Non-Members who wish to register for the full conference should consider becoming a member, for a reduced conference registration price.)

Registration

- **Member - Full conference, including all meals - \$300.00**
Full Conference includes 2-½ days of workshops, tours, 3 breakfast (M,T,W), 2 lunches (M,T) and 2 dinners (M,T).
- **Member - One day - Monday Only, with breakfast, lunch & dinner - \$125.00**
One day of workshops, includes breakfast, lunch and dinner.
- **Member - One Day - Tuesday Only, with breakfast, lunch & dinner - \$125.00**
One day of workshops/tours, includes breakfast, lunch and dinner.
- **Member - One Day - Wednesday Only, with Breakfast - \$75.00**
Wednesday workshops.
Breakfast only
- **Monday & Tuesday Lunch ONLY**
INTERNAL USE ONLY.

The full conference registration with meals includes breakfast (Mon/Tue/Wed), lunch (Mon/Tue) and dinner (Mon/Tue).

To accommodate those who *do not want any meals*, there is registration for workshops/tours only. Please, only chose that registration if you are sure that you do not want to take meals at the hotel. Lunch breaks are only 1 hour.

Please note:

Payments by check should be received by September 14, 2026. Questions may be directed to the APHNYS Treasurer at mcascone@townofbabylonNY.gov.

Conference registrations canceled by Friday, September 11, 2026 will receive a refund.

- **Monday Lunch ONLY** 📅
INTERNAL USE ONLY.
- **Non-member - Full conference, including all meals - \$350.00**
Full Conference includes 2-½ days of workshops, tours, 3 breakfast (M,T,W), 2 lunches (M,T) and 2 dinners (M,T).
- **Non-Member - One day - Monday Only, with breakfast, lunch & dinner - \$150.00**
One day of workshops, includes breakfast, lunch and dinner.
- **Non-Member - One day - Tuesday Only, with breakfast, lunch & dinner - \$150.00**
One day of workshops/tours, includes breakfast, lunch and dinner.
- **Non-Member - One day - Wednesday Only, breakfast - \$100.00**
Wednesday workshops and breakfast
- **Only Dinner (Monday) - no workshops - \$50.00**
- **Only Dinner (Tuesday) - no workshops - \$50.00**
- **Only Workshops - Mon, Tue, Wed - NO MEALS - \$150.00**
includes Tuesday tours
- **Only Workshops - Monday - NO MEALS - \$70.00**
- **Only Workshops - Tuesday - NO MEALS - \$70.00**
includes Tuesday tours
- **Only Workshops - Wednesday - NO MEALS - \$70.00**
- **Tuesday Lunch ONLY** 📅
INTERNAL USE ONLY.

Register

APHNYS is a 501(c)3 non-profit organization.



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 authorizing the Town Assessor and Valuation Assistant to attend the New York State Assessors Association (NYSAA) Fall Conference.

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

WHEREAS, Walter Smead, Town Assessor, and Kelly Miller, Valuation Assistant, have requested permission to attend the NYSAA Fall Conference to be held at the Windrose on Hudson hotel, Ossining, NY, September 29- October 1, 2026, at a cost not to exceed \$2,481, and

WHEREAS, the amount has been budgeted for 2026 in budget line-item A-1355-001 and

WHEREAS, attendance at the Conference would confer a benefit to the Town's citizens; now, therefore, be it

RESOLVED, that Walter Smead and Kelly Miller are hereby authorized to attend the NYSAA Fall Conference in Ossining, NY from September 29-October 1, 2026, at a cost not to exceed \$2,481, which includes registration fee, lodging and meals, to be vouchered appropriately, and to be paid from budget line-item A-1355-001 (General Fund- Assessor – Travel & Conferences).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, July 29, 2026 9:38 AM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabeed 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 #3401

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

Department: Assessor's Office
Your Name: Walter Smead
Your Email: kmiller@cliftonpark.org
Sponsor: Walter Smead
Agenda Session Date: 08/18/2026 ✓
Board Meeting Date: 08/18/2026 ✓
Alternate Date: 09/01/2026
Budget Number: A1355-001
Budget Description: Training/Conferences
Amount: 2480.30
Brief Description: Assessor's Office attending NYSAA Annual Fall Conference September 29th to October 1st in Ossining, NY.
Additional Comments/Details: Will email documents.
Supporting Documents:
Agree to Terms: Agree

[unsubscribe](#)

Assessor's Office

Walter Smead

Kelly Miller

Windrose on Hudson

1 CODE APPLIED

SEARCH

Select a Room

Your requested rates are applied to the following
rooms.

Prices shown include promotional rates.

Queen Guestroom

1 Queen bed Sleeps 2

Queen Bed, iron/ironing board, hair dryer, cable TV, Comp high speed internet

Room Details

NY Assessors Fall Conference

2609NYAF applied

\$256

Per Night

\$766 Total for 3 nights

Including taxes and fees

BOOK
NOW

[VIEW MORE RATES](#)

Assessor's Office
Whitaker Smood
Kelly Miller

[Back to Events \(/events/\)](#)



Fall Conference

2026 Fall Conference

Registration is now open.

Monday, September 28, 2026 at 2:00 PM (EDT) to Thursday, October 1, 2026 at 1:30 PM (EDT)

Windrose on Hudson

1 Shady Lane Farm Road

Ossining, NY 10562

United States ([https://maps.google.com/?q=\(Windrose on Hudson 1 Shady Lane Farm Road Ossining, NY 10562 United States\)](https://maps.google.com/?q=(Windrose+on+Hudson+1+Shady+Lane+Farm+Road+Ossining,+NY+10562+United+States))))



* Registration open until 9/11/26 at 12:00 AM (EDT)

[Register Now \(/events/2026-fall-conference/register\)](/events/2026-fall-conference/register)

[Exhibitor Registration \(https://www.nyassessor.org/events/2026-fall-conference---exhibitors/register\)](https://www.nyassessor.org/events/2026-fall-conference---exhibitors/register)

[Sponsorships \(https://www.nyassessor.org/events/2026-fall-conference---exhibitors/register\)](https://www.nyassessor.org/events/2026-fall-conference---exhibitors/register)

Add To Calendar

Menu

Tickets

NYSAA Members: Staying at Hotel

Select this pass if you are a NYSAA member and you will be attending the Fall Conference in person.

Credits	Price
12.00 (Continuing Education (CE) credit)	\$200.00

NYSAA Members: Commuter

Select this pass if you are a NYSAA member and you will be attending the Fall Conference in person, but not staying at the Windrose on Hudson.

12.00 (Continuing Education (CE) credit)	\$200.00
--	----------

	Credits	Price
NYSAA Members: Online		
Select this pass if you are a NYSAA member and you will be attending the Fall Conference online,	12.00 (Continuing Education (CE) credit)	\$200.00
Non-Members: Staying at Hotel		
Select this pass if you are not a NYSAA member and you will be attending the Fall Conference in person.	12.00 (Continuing Education (CE) credit)	\$400.00
Non-Members: Commuter		
Select this pass if you are not a NYSAA member and you will be attending the Fall Conference in person, but not staying at the Windrose on Hudson.	12.00 (Continuing Education (CE) credit)	\$400.00
Non-Members: Online		
Select this pass if you are not a NYSAA member and you will be attending the Fall Conference online,	12.00 (Continuing Education (CE) credit)	\$400.00

Meal Package

	Credits	Price
Meal Package		
The meal package includes 3 breakfasts, 3 lunches, 3 dinners. Individual meals may be purchased below.		\$390.00

Monday Meals 9/28/26

	Credits	Price
Monday Dinner 9/28/26		\$65.00

Tuesday Meals 9/29/26

	Credits	Price
Tuesday Breakfast 9/29/26		\$36.00
Tuesday Lunch 9/29/26		\$40.00
Awards Dinner 9/29/26		\$65.00

Wednesday Meals 9/30/26

	Credits	Price
Wednesday Breakfast 9/30/26		\$36.00
IAO Luncheon, Wednesday, 9/30/26		\$40.00
Installation Dinner, Wednesday, 9/30/26		\$65.00

Thursday Meals 10/1/26

Credits

Price

Thursday Breakfast 10/1/26

\$36.00

Thursday Lunch 10/1/26

\$40.00

Share Event:

EMAIL (MAILTO:?)
SUBJECT=NYSAA%20%E2%80%93%202026%20FALL-CONFERENCE)
FALL-CONFERENCE)

FACEBOOK
U=HTTPS%3A%2F%2FWWW.NYASSESSOR.ORG%2FEVI
FALL-CONFERENCE)

LINKEDIN
CONFERENCE&TITLE=NYSAA%20%E2%80%93%202026%20FALL-CONFERENCE)

For More Information:



Tracy Carman

Communications Director

NYS Assessors Association

Contact

116 Salina St., Suite 8

Liverpool, NY 13088

315-706-3424

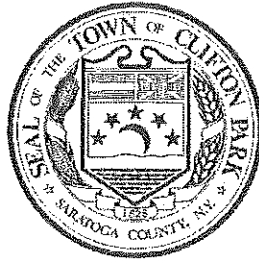
(<https://www.facebook.com/nysaa1940>) (/contact-us)

The New York State Assessors Association (NYSAA) was established in 1940 with the mission to improve the standards of assessment practices. NYSAA provides training, continuing education, and mentors for local assessors through its programs.

Join NYSAA (<https://www.nyassessor.org/register>)

Association Management Software (<https://www.aovlams.com>)

Copyright © 2026 - New York State Assessors Association. [Legal \(/Legal\)](#)



RESOLUTION

#13

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 solicitation of engineering and design services for the replacement of a foot bridge in the Vischer Ferry Nature and Historic Preserve (VFNHP).

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

WHEREAS, in the VFNHP there is a broken pedestrian foot bridge, which presents a danger to the citizens of Clifton Park, and is a hazard to pedestrians and is a concern in terms of liability to the Town Government, and

WHEREAS, it is desirable to replace this foot bridge at an early opportunity and to take the necessary steps to put a plan for replacement in place; now therefore, be it

RESOLVED, that the Town Planning Department is authorized to solicit engineering and design services to design and price a replacement footbridge and to cause a plan for the replacement of the derelict foot bridge to be put in place.



RESOLUTION

#14

PHILIP C. BARRETT
Supervisor

•

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

•

MARIO L. FANTINI
Councilman

Resolution No. ____ of 2026, a resolution scheduling a public informational meeting to discuss the impact of Flock cameras on the community and a proposed course of action concerning same.

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

WHEREAS, the Town Board of the Town of Clifton Park, desires to set a public informational meeting to gather information concerning the impact on the community of Flock cameras, and

WHEREAS, the Town Board members are desirous of hearing from the residents of the Town concerning such matters as the impact on the community of Flock cameras and a proposed course of action concerning same, and

WHEREAS, the Town Board desires a free exchange of information and opinions and wishes to conduct the meeting as an open forum for the free exchange of information, ideas and conversation, and as a result, encourage Town residents to attend; now, therefore, be it

RESOLVED, that a public informational meeting be held to consider a future course concerning the deployment of Flock cameras in the Town of Clifton Park on Tuesday, September 15, 2026, at 7:11pm in the Wood Memorial Room, One Town Hall, Plaza, Clifton Park, New York; and be it further

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

A Local Law relating to citizen privacy protections and unreasonable surveillance and artificial intelligence technologies.

Be it enacted by the Town Board of the Town of Clifton Park:

Sec. 1. INTENT. The Town Board finds that it plays an important role balancing the need to ensure public safety and an individual's right to privacy under both the Town Code and federal Fourth Amendment to the United States Constitution.

The Town Board further finds that the dramatic expansion of surveillance technology across the country has demonstrated the need to establish sensible guardrails on the use of surveillance data collected from monitoring the location and travel and behavior of individuals and vehicles without a warrant, to ensure that the use of these technologies by private parties and their agencies or representatives (hereinafter “person” or “persons”) must not come into conflict with existing protections for Town residents and ensure that it is not being used for purposes prohibited under state and federal law.

Article 1. Preserving privacy and protecting against unreasonable searches and seizures

Section 1. Legislative Findings.

The Town Board hereby finds and declares that the Fourth Amendment to the Constitution of the United States of America provides that "The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no warrant shall issue, but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized"; "The Town Board finds that the rights of Town residents to be secure in their houses, persons, papers, and effects, against unreasonable searches and seizures, shall not be violated. That as a result in innovations in surveillance and artificial intelligence, there is posed unique threats to the constitutional protections against unreasonable searches and seizures; that said innovations have outpaced the government's ability to determine whether the use of such innovations are constitutional; and that, therefore, the Town Board finds and declares that the use of certain technological innovations in surveillance and artificial intelligence are inherently unreasonable and unconstitutional.

Section 2. Prohibition against unreasonable surveillance and artificial intelligence technologies.

Use of the following technologies constitutes unreasonable searches and an invasion of privacy and may not be used by any person for:

- (a) Real Time Security monitoring;
- (b) Multimodal vehicle recognition;
- (c) Facial recognition technologies;

- (d) Gun or firearm recognition;
- (e) Surveillance drones;
- (f) License plate readers; and
- (g) Digital identity ecosystems.

Section 3. Penalties

(a) Any person who, by any means, knowingly and willfully utilizes any of the technologies prohibited by Section 3 of this code is guilty of a violation and, upon conviction thereof, shall be fined not less than \$1,000 per occurrence.

(b) No person may implement or utilize any of the technologies prohibited by Section 2 of this Local Law, and any person that has implemented or utilized any such technologies prior to passage of this article must immediately discontinue such implementation or use. Any person who refuses to comply with this subsection shall be guilty of a violation and, upon conviction thereof, shall be fined not less than \$1,000 per occurrence.

Section 4. Private cause of action.

Any person whose rights have been violated by a person's use of any of the technologies prohibited by Section 2 of this Local Law shall have a private cause of action against the offending person.

Section 5. Effective upon passage.

This Local Law is effective upon filing with the Town Clerk and Secretary of State.



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 and execute a settlement agreement and accept payment of \$11,603.00 as full settlement of the revenue share due from Vertical Bridge.

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

WHEREAS,, the Dish Network, a provider of satellite TV services has gone out of business and previously paid to Vertical Bridge a fee for the use of cell towers, and

WHEREAS, a monetary settlement for the discontinuation of this service was reached between Dish Network and Vertical Bridge, and

WHEREAS, per agreement with the Town of Clifton Park, Vertical Bridge pays a portion of its receipts as a revenue share to the Town and in this particular matter has received a settlement with the Dish Network, a portion of which is due to the Town; now, therefore, be it

RESOLVED, that the Supervisor is authorized to execute the attached settlement agreement from Vertical Bridge; and be it further

RESOLVED, that a sum total of \$11,603.00 shall be accepted as full settlement of the revenue share due from Vertical Bridge for the now terminated account of the Dish Network, with an accounting of the amount due as calculated by Woodie Williams, dated August 4, 2026, attached hereto.



Vertical Bridge REIT, LLC
22 West Atlantic Avenue, Suite 310
Delray Beach, FL 33444
O: 561.544.7488
VerticalBridge.com

May 1, 2026

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

Re: US-NY-5003 - Notice of Payment and Settlement between Vertical Bridge REIT, LLC (“Vertical Bridge”), DISH Wireless Holding, L.L.C. and DISH Wireless Holding L.L.C. (collectively, DISH)

Dear Town of Clifton Park:

As you may be aware, DISH stopped making all rent payments to Vertical Bridge as of December 1, 2025, asserting that federal actions excused its performance under our leases. This was not unique to Vertical Bridge—DISH reportedly ceased payments to every tower company, landlord, and vendor across the industry.

We are pleased to share with you that after extensive discussions, Vertical Bridge has entered into a global settlement with DISH in exchange for a one-time payment (“Settlement Payment”).

Because you share in revenue generated under our agreement with DISH, we wanted to ensure that you receive the same proportional settlement benefits that Vertical Bridge received from DISH.

Your share of the Settlement Payment is \$11,603.00 (“Pro-Rata Allocation”).

To determine your Pro-Rata Allocation, we used a straightforward approach, as shown on Exhibit A.

This outcome is fair and favorable and is the same approach Vertical Bridge is taking across all of its owned and managed towers. We believe it is unlikely that DISH would have ever resumed rent payments on these sites, and we think it is likely that the entity responsible for the rent obligations will enter bankruptcy. Given this, it is prudent to recover available funds while we can while the entity still has liquidity, rather than pursue prolonged and expensive litigation against what would likely become a bankrupt shell.

Please sign this letter to indicate your agreement to this settlement.

We will remit your Pro-Rata Allocation to you within thirty (30) business days’ following receipt of your signature on this letter.



Vertical Bridge REIT, LLC
22 West Atlantic Avenue, Suite 310
Delray Beach, FL 33444
O: 561.544.7488
VerticalBridge.com

As consideration for reaching this settlement with DISH, Vertical Bridge was required to release DISH from any claims. Since we are passing through to you your proportional share of that same Settlement Payment, we are asking for a corresponding release from you in return. This ensures that all parties are aligned and that the settlement can be implemented cleanly.

Therefore, upon payment of the Pro-Rata Allocation, you, your heirs, administrators, executors, and assigns, do hereby unconditionally and irrevocably release and forever discharge both Vertical Bridge and DISH, together with their respective past, present, and future officers, directors, attorneys, principals, agents, representatives, affiliates, employees, heirs, predecessors, successors, assigns, insurers, and any and all other related persons, firms, corporations and entities from and against any and all causes of action of every nature and description, whether now known or hereinafter arising, that you may have relating to DISH or its affiliates or any agreement between you and Vertical Bridge relating to DISH or its affiliates, including, without limitation, any performance or lack of performance by DISH under its agreement with Vertical Bridge or any performance or lack of performance by Vertical Bridge under its agreement with you, as it relates to or as a result of DISH.

Further, by signing below, you agree to keep confidential all information relating to the Pro-Rata Allocation and all information contained in this letter.

Finally, in exchange for the Pro-Rata Allocation, you acknowledge that the DISH equipment located at your property may be abandoned.

We appreciate your continued partnership and look forward to the receipt of your signature below.

By signing below, the parties evidence their acceptance and agreement to the terms of this letter.

Sincerely,

Vertical Bridge

Agreed to and Accepted By:

Signature: _____

Name: _____

Date: _____



Vertical Bridge REIT, LLC
22 West Atlantic Avenue, Suite 310
Delray Beach, FL 33444
O: 561.544.7488
VerticalBridge.com

Exhibit A

The total remaining rent due under your agreement in connection with the DISH lease is:	\$19,534.00
The total amount paid by DISH for your site is:	\$80,162.00
Vertical Bridge's share of the total amount paid by DISH for your site is:	\$68,081.00
Your share of the total amount paid by DISH for your site is:	\$12,080.00
Vertical Bridge previously paid you the following rent for December 2025, January 2026 and February 2026, which amount is deducted from your share of the total amount paid by DISH for your site:	\$ 477.00
Therefore, your final Pro-Rata Allocation is:	\$11,603.00

LEASE AGREEMENT ("AGREEMENT")

One Town Hall Plaza

1. **Premises and Use.** Town of Clifton Park, New York ("Owner"), with an address of One Town Hall Plaza P.O. Box 589, Clifton Park, NY 12065, leases to Independent Towers Holdings, LLC, a Georgia limited liability company ("Independent"), with an address of 11 Herbert Drive, Latham, NY 12110, the site described below:

Land consisting of two parcels totaling approximately .2 acres of land, as well as an easement over approximately 1.41 acres located at The Clifton Common, Town of Clifton Park, County of Saratoga, State of New York as referenced as Tax Map # 271-5-4.3, 271-5-4.2, 271-5-4.11 and 271-5-36, more particularly described and shown on Exhibits A and B, attached hereto, together with non-exclusive easements for reasonable access thereto and for access to the appropriate source of electric, communications and telephone facilities, at the discretion of Independent (the "Site"). The Site will be used by Independent for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a communications service facility, including, without limitation, antenna and base station equipment, cable, wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna support structure (the "Facilities"), as authorized by Chapter 168 of the Laws of 2012 of the State of New York. Independent will use the Site in a manner which will not unreasonably disturb the operation of the Clifton Common, or the operations of Clifton Park Baseball, which operates near the Site pursuant to agreement. The construction and use of the Site for the transmission and receipt of wireless communications signals in the normal course of business shall not be deemed to unreasonably interfere with the operation of the Clifton Common, or the operations of Clifton Park Baseball. Once design and construction activities begin, Independent will have unrestricted access to the Site 24 hours per day, 7 days per week.

2. **Term.** The term of this Agreement (the "Initial Term") is ten (10) years, commencing on the date that both Owner and Independent have executed this Agreement ("Lease Commencement Date"). This Agreement will be automatically extended for three (3) additional terms of five (5) years each (each a "Extension Term"), unless Independent provides at least ninety (90) days prior written notice, of nonrenewal before the expiration of the Initial Term or any Extension Term.

3. **Rent.** Until the obligation to pay the base monthly rent described in the next sentence occurs, rent shall be a one (1) time payment of One Hundred dollars (\$100.00), payable within thirty (30) days of the Lease Commencement Date. The base monthly rent shall be One Thousand Seven Hundred and Fifty dollars (\$1,750.00) for the first twelve (12) months, based on one (1) commercial wireless telecommunication provider agreement to place communication equipment on the facility, beginning thirty (30) days after Independent commences installation of facilities at the site, and increasing three percent (3%) annually thereafter as set forth Price Summary Form contained on Independent's October 14, 2011 bid form, attached as exhibit "D", which is incorporated herein by reference. Independent shall also pay eighteen percent (18%) of subtenant rent actually received by Independent ("Colocation Fee") from each additional commercial wireless telecommunications provider after the first such provider, and shall provide copies of subleases with each subsequent provider to the Town Planning Department. In addition, Independent will make the following one (1) time payments to the Town: Fifteen Thousand dollars (\$15,000.00) within thirty (30) days of receiving final approval to construct wireless facilities at the site; an additional Ten Thousand (\$10,000.00) within thirty (30) days after signing the second commercial provider to a lease agreement for wireless communication equipment on the facilities as approved. The phrase "subtenant rent actually received by Independent" as used above shall not include payments received by Independent from its tenants or subtenants for capital contributions, equipment purchase, maintenance, installation, or repair; tax reimbursements; or reimbursements for power and other utilities utilized on the Site by such tenants or subtenants. Independent shall only pay the Colocation Fee for months when more than one commercial wireless telecommunications providers are subleasing space on the facilities. The decision of whether or not to sublet, the terms of any sublease, and the amount of rent and/or fees charged to any subtenant shall be in the sole discretion of Independent.

In addition, Independent will reserve the top location on the poles for Town Communication facilities, as outlined in Exhibit C. Notwithstanding anything contained in this Section, Independent's obligation to pay rent is contingent upon Independent's receipt of a W-9 form setting forth the tax identification number of Owner or of the person or entity to whom rent checks are to be made payable as directed in writing by Owner.

4. **Title and Quiet Possession.** Owner represents and warrants to Independent and further agrees that: (a) it is the owner of the Site; (b) it has the right to enter into this Agreement; (c) the person signing this Agreement has the authority to sign; (d) Independent is entitled to access the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Extension Term so long as Independent is not in default beyond the expiration of any cure period; and (e) Owner will not have unsupervised access to the Site or to the Facilities. All site

Cynthia Zlogar

From: Woodie Williams <Woodie.Williams@verticalbridge.com>
Sent: Tuesday, August 4, 2026 8:32 PM
To: Cynthia Zlogar
Cc: Irene Cintron
Subject: FW: US-NY-5003 - DISH-TERMINATION - Vertical Bridge payments to the Town of Clifton Park, NY
Attachments: 2025-12-08 Vertical Bridge Cell Towers Change of Address.pdf; Screenshot 2026-08-04 115935.png

Good evening Cynthia.

As you may be aware, DISH Network is no longer in business and subsequently terminated their agreements with Vertical Bridge in March of this year.

The 18% revenue share from DISH is no longer valid as per Paragraph 3 of the ground lease agreement:

3. **Rent.** Until the obligation to pay the base monthly rent described in the next sentence occurs, rent shall be a one (1) time payment of One Hundred dollars (\$100.00), payable within thirty (30) days of the Lease Commencement Date. The base monthly rent shall be One Thousand Seven Hundred and Fifty dollars (\$1,750.00) for the first twelve (12) months, based on one (1) commercial wireless telecommunication provider agreement to place communication equipment on the facility, beginning thirty (30) days after Independent commences installation of facilities at the site, and increasing three percent (3%) annually thereafter as set forth Price Summary Form contained on Independent's October 14, 2011 bid form, attached as exhibit "D", which is incorporated herein by reference. Independent shall also pay eighteen percent (18%) of subtenant rent actually received by Independent ("Colocation Fee") from each additional commercial wireless telecommunications provider after the first

Vertical Bridge is the only tower infrastructure company to secure a settlement with DISH and offer monetary compensation to our landlords as a result of DISH terminating their agreements.

A Settlement Agreement was sent to the Township on May 1st, 2026 to the following address:

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

If you have not received said Settlement Agreement which details the payment offer as per the below, please advise and provide a valid mailing address as we can mail the letter offer back to the Township:

Exhibit A

The total remaining rent due under your agreement in connection with the DISH lease is:	\$19,534.00
The total amount paid by DISH for your site is:	\$80,162.00
Vertical Bridge's share of the total amount paid by DISH for your site is:	\$68,081.00
Your share of the total amount paid by DISH for your site is:	\$12,080.00

Vertical Bridge previously paid you the following rent for December 2025, January 2026 and February 2026, which amount is deducted from your share of the total amount paid by DISH for your site:	\$ 477.00
Therefore, your final Pro-Rata Allocation is:	\$11,603.00

Thank you very much!



Woodie Williams
Asset Manager
O: 561.348.5229



From: Cynthia Zlogar <CZlogar@cliftonpark.org>
Sent: Tuesday, August 4, 2026 12:12 PM
To: Woodie Williams <Woodie.Williams@verticalbridge.com>
Subject: US-NY-5003 - DISH TERMINATION - Vertical Bridge payments to the Town of Clifton Park, NY

You don't often get email from czlogar@cliftonpark.org. [Learn why this is important](#)

This is an external email. Do not click links, open attachments, or provide your VB credentials unless you recognize the source of this email and know the content is safe. Remember, you should never have to use your VB password. Please contact the VB IT Help Desk with any doubts.

Good afternoon,
We're reaching out to try to determine the reason for the change in payments received by the Town of Clifton Park from Vertical Bridge. Our Receiver of Taxes, Rose Savallo, who receives these payments, has noted a decrease in the last two payments (please see attached Excel spreadsheet screenshot).

You were noted as the contact person per the attached letter, however please let me know if that has changed or if I should be directing this request elsewhere.

Thank you,
Cindy Zlogar

Cindy Zlogar
Town Attorney's Office
Town of Clifton Park
(518) 371-6651, ext 210
czlogar@cliftonpark.org



RESOLUTION

#16

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 retainment of MJ Engineering for professional services related to the planned additional parking spaces at the Clifton Park Senior Community Center.

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

WHEREAS, the Town Board of the Town of Clifton Park has previously adopted Resolution No. 175 of 2026, relative to the solicitation of professional engineering and design services for the construction of additional parking spaces at the Clifton Park Senior Community Center, and

WHEREAS, the Town Planning Department has solicited proposals, with the lowest proposal being submitted by MJ Engineering, in an amount not to exceed \$8,500.00, per the attached; now, therefore, be it

RESOLVED, that MJ Engineering is hereby retained to provide engineering and design services in regard to the provision of additional parking spaces at the Clifton Park Senior Community Center, at a cost not to exceed \$8,500.00, to be paid from A-01440-00135, (General Fund – Engineering – Engineering).

Resolution No. 175 of 2026, a resolution to authorize the creation of a plan for an increase in the parking-lot capacity at the Clifton Park Senior Community Center.

Introduced by Councilwoman Bellamy, who moved its adoption, seconded by Councilman Fantini.

WHEREAS, membership at the Clifton Park Senior Community Center has increased dramatically, and

WHEREAS, there is not an adequate number of parking spaces to accommodate senior citizen members, where many patrons must, as a result, park on lawns or in the right of the way, creating dangerous parking situations for seniors with walkers or in wheelchairs, and

WHEREAS, it is anticipated that clearing of a number of trees on an immediately adjacent area at Clifton Common may be necessary, and

WHEREAS, the Clifton Park Tree Committee has visited this location and has determined that the trees have reached the limits of their natural life, are not native, were likely associated with a former Christmas tree farm, and have little value as a stand of healthy trees, not being native trees or customary native species, with correspondence from Chairwoman Diana Leis Delker, attached, and

WHEREAS, Sue Leonard, Director of the Clifton Park Senior Community Center, has made an appeal to the Town Board seeking to expand the parking lot, and

WHEREAS, in order to provide adequate parking for patrons at the Clifton Park Senior Community Center; now, therefore be it

RESOLVED, that the Director of Buildings, Parks and Recreation, the Town Highway Superintendent and the Director of Planning are authorized to examine the area adjacent to the Clifton Park Senior Community Center and to formulate a plan to determine how to best provide additional parking at the Senior Center, to include possibly the removal of the aforesaid trees and further to determine if certain aspects of the parking plan as formulated can be accomplished in-house by cooperation between the Highway Department and the Buildings and Grounds Department; and be it further

RESOLVED, that if outside construction work is required, including tree removal, then and in that event, that the additional work contemplated and the plan to proceed, with bids and otherwise, shall be referred back to the Town Board, with a report and a request for further authorization.

ROLL CALL VOTE

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

Noes: Supervisor Barrett

DECLARED ADOPTED

May 19, 2026

Caitlin Fantini, Town Clerk

July 24, 2026

TOWN OF CLIFTON PARK

Senior Center Parking Expansion Feasibility and Conceptual Design



TABLE OF CONTENTS

I. COVER LETTER	03
------------------------	-----------

II. STATEMENT OF QUALIFICATIONS	04
--	-----------

III. RELEVANT PROJECT EXPERIENCE	05
---	-----------

IV. PROJECT TEAM	07
-------------------------	-----------

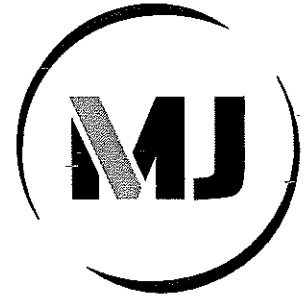
V. PROPOSED SCOPE AND SCHEDULE	11
---------------------------------------	-----------

VI. LUMP-SUM COST PROPOSAL	14
-----------------------------------	-----------



July 24, 2026

John P. Scavo, Director of Planning and Zoning
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065



RE: SENIOR CENTER PARKING EXPANSION FEASIBILITY AND CONCEPTUAL DESIGN

Dear Mr. Scavo:

The Town of Clifton Park's Senior Center is an important community resource, serving approximately 1,500 members with continued growth in programs, events, rentals, and community activities. As use of the facility increases, providing safe, accessible, and convenient parking will be essential to supporting the Senior Center's continued success. **MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. (MJ)** is pleased to submit our qualifications to assist the Town in evaluating parking expansion opportunities at the Clifton Park Senior Center.

MJ understands that the Town is considering two distinct alternatives, each with its own opportunities and constraints. The rear parking expansion could provide significant additional capacity but may involve utility conflicts, tree removal, environmental impacts, and greater construction costs. The front parking expansion offers convenient access to the Senior Center and potentially simpler implementation but requires careful consideration of impacts to existing open space and consistency with the Town's Master Plan. Our goal will be to provide the Town with a clear, objective comparison of these alternatives so that the preferred solution balances parking capacity with safety, accessibility, circulation, infrastructure impacts, constructability, cost, and long-term value.

MJ has been an active part of the Clifton Park community since our inception. We have served as a Town-Designated Engineer since 2012, reviewing and coordinating more than 300 projects through this contract. This longstanding relationship has given our team an in-depth understanding of the Town's infrastructure, development patterns, review processes, and community priorities.

Parking and site improvements are also a significant part of MJ's municipal and public-sector experience. Our team has planned and designed parking facilities ranging from targeted lot expansions and rehabilitation projects to large-scale parking and circulation improvements for municipal facilities, parks, campuses, and other heavily used public spaces. With civil engineering, transportation, landscape architecture, planning, and surveying expertise available in-house, MJ can evaluate each alternative comprehensively and develop practical concepts that respond to existing conditions at Clifton Common.

Thank you for considering MJ for this important project. We appreciate the opportunity to continue our longstanding partnership with the Town of Clifton Park and look forward to working with you and the Town on this effort. If you have any questions regarding this submittal, please do not hesitate to contact me at 518.371.0799 or mpanichelli@mjels.com. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Panichelli', is located below the 'Sincerely,' text.

Michael Panichelli, PE, President



21 Corporate Drive
Clifton Park, NY 12524



518.371.0799
mj@mjteam.com
mjteam.com



Saranac Lake, NY
Fishkill, NY
Long Island, NY

STATEMENT OF QUALIFICATIONS

MJ brings the local knowledge, parking and site design experience, and multidisciplinary expertise needed to help the Town evaluate both alternatives and identify a practical, cost-effective solution for the Senior Center.

Local Knowledge: MJ has been an active part of the Clifton Park community since our inception. Headquartered within the Town, we have served as a Town-Designated Engineer since 2012, reviewing and coordinating more than 300 projects through this contract. This longstanding relationship provides our team with valuable familiarity with the Town's infrastructure, development patterns, review processes, and community priorities.

Extensive Parking & Site Design Experience: MJ has planned, evaluated, designed, and rehabilitated more than 100 parking lots for municipalities, state agencies, educational campuses, parks, and other public facilities throughout New York State. Our experience ranges from targeted parking lot expansions and rehabilitation projects to comprehensive parking, circulation, pedestrian, drainage, lighting, and landscape improvements.

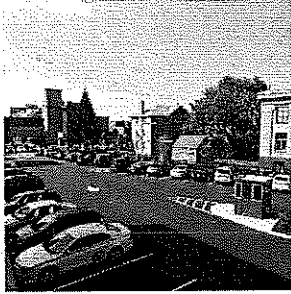
Multidisciplinary Team: MJ offers the multidisciplinary capabilities necessary to evaluate both parking alternatives from every angle. Our in-house civil, transportation, landscape architecture, planning, surveying, environmental, and construction expertise allows our team to identify potential constraints early and develop coordinated, implementable solutions.



Parking at Heritage Financial Park, Wappingers Falls, NY



RELEVANT PROJECT EXPERIENCE



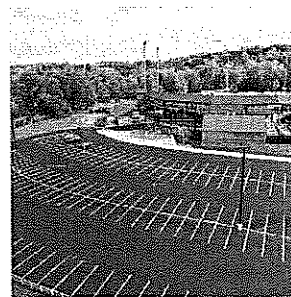
Franklin-Liberty Parking Lot and Pedestrian Walkway, City of Schenectady, NY. MJ designed a parking lot and pedestrian walk in downtown Schenectady. Wayfinding signage, multiple scales of lighting, thoughtful scoring patterns, plantings, and

decorative fencing help define the corridor and link several commercial hubs within the downtown area. The combination of street lights, pedestrian lights, and planting uplighting to create a highly visible, safe environment at any time of day, promoting activity and vibrant street.



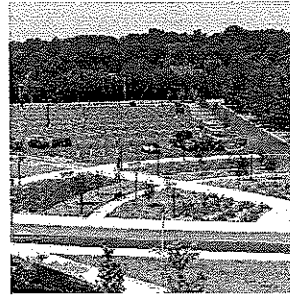
Harriman State Office Campus, Building 4 & 8 Parking Lot Improvements, NYSOGS, Albany, NY. MJ led the design of a new asphalt parking lot to accommodate 240 new parking spaces at Building 4 and the design of

a new asphalt parking lot to accommodate 150 new parking spaces at Building 8. MJ's scope of work included geometric layout of the parking lots, pavement design, site removals, utility design, grading, erosion and sediment controls, and drainage design.



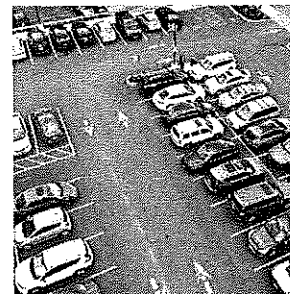
Heritage Financial Park, Parking Lot Improvements, Dutchess County, NY. MJ provided all engineering, landscape architecture, construction administration and survey services for the renovation of the 8-acre Dutchess Stadium parking

lot. The existing parking lot included one paved lot and two additional gravel lots which were in poor condition, with pot holes and numerous eroded areas. MJ's scope of work involved placing a fog seal on the existing paved lot, paving one of the two gravel lots, paving the drive isles, placing compacted asphalt millings within the spaces for the remaining gravel lot, drainage design and relocation of the ADA parking for improved accessibility.



Site Upgrades For ADA Accessibility Phase I-II, SUNY Purchase, NY. Under our term contact with the State University Construction Fund, MJ led the design to renovate high traffic areas on campus to provide compliant ADA accessible routes and parking

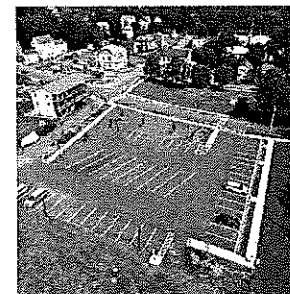
spaces to prominent campus facilities. During Phase I, MJ provided design for complete renovation and upgrade of west campus Parking Lot W-1 and ADA parking upgrades to Parking Lot W-2. Phase II design involved creating improved access from campus parking lots (Central Lots 1, 3, 4, and 5) to the main plaza and academic buildings.



Clinton North Parking Lot Rehabilitation, City of Schenectady, NY. MJ led the rehabilitation and reconfiguration of the Clinton North Parking Lot. Improvements included pavement overlay, revised parking layout with striping, curbs, parking lot lighting, walkways, landscaping, and improved access to adjacent businesses.

Coeymans Landing Riverfront Park Coeymans, NY.

MJ addressed priorities in the Town's master plan by improving access, safety, and environmental performance. MJ designed paved parking, ADA-accessible walkways, and a tiered green infrastructure system with vegetated



basins and bioswales to manage stormwater and reduce river discharge. These upgrades improved circulation, eliminated dust from unpaved lots, and added shade trees and landscaping to enhance public health, air quality, and the park's overall usability.



RELEVANT PROJECT EXPERIENCE



Campuswide Parking Study, Buffalo State College, Buffalo, NY. MJ led all traffic and civil engineering for the completion of a campuswide parking study for Buffalo State College. The primary goals of the study were to evaluate the parking demand

and inventory on campus and develop strategies that supported the evolving parking needs for all users on campus. Through the analysis of existing site conditions, traffic counts, and various meetings with campus user groups, MJ developed a parking demand model that was utilized for the development of future conceptual parking system alternatives.



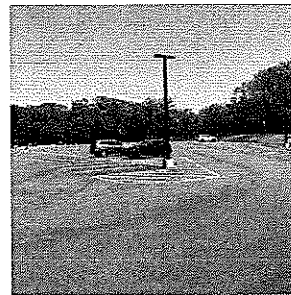
South Circle Road and Parking Lot Improvements, Suny Morrisville, Morrisville, NY. MJ led the design team to provide improvements to the campus roadway, parking, sidewalk networks, and ADA accessibility. The entire length of South Circle Road was

reconstructed (2,400 LF) and widened to comply with NYS Fire Code. Parking Lot F was reconstructed to enhance efficiency and accessibility. To comply with stormwater management requirements, Parking Lot F received full-depth reconstruction using porous asphalt, the first of its kind on the campus. New ADA accessible parking was designed in Parking Lot F and at various locations along South Circle Road. Curb ramps with tactile warning strips were installed at intersections and ADA-compliance ramps were designed.



Parking Lot Upgrades and Site Improvements, SUNY Canton, Canton, NY. MJ led the full-depth asphalt reconstruction and reconfiguration of Parking Lots 1, 2, 4 and 12. This included ADA parking upgrades, visitor parking, new and rehabilitated pedestrian walkways, retaining

wall upgrades, safety improvements, landscaping, site lighting, and stormwater infrastructure replacement.



New Parking Lot, SUNY Old Westbury, Old Westbury, NY.

MJ was responsible for all survey and engineering services associated with the design of a new parking lot to address future growth in enrollment, lack of overflow and visitor parking, and changing parking

patterns on the campus. MJ's design scope included site removals and demolition of athletic courts, parking lot design, pavement design, roadway design, stormwater infiltration basin, relocation of village-owned watermain, site grading, utility design and coordination, site lighting, landscaping, preparation of a SWPPP, drainage and soil erosion control. The new parking lot provides 255 new parking spaces on 3.9 acres, including site lighting and stormwater collection systems.



Rehabilitation of Parking Lots and Walkways, SUNY Plattsburgh, Plattsburgh, NY.

MJ led the survey and design for the replacement of the Kehoe parking lot, Myers loading dock, and various roadways and sidewalks. Stormwater infrastructure including pipes

and structures were rehabilitated, along with the inclusion of a new subsurface infiltration system. MJ also provided survey and design for the replacement of parking lots 27, 28, 9, and 10 at Banks, Yokum, Kehoe and Angell Halls and associated roadways and sidewalks. The project included installing LED light fixtures, three surveillance cameras, four electric vehicle charging stations, and stormwater management systems. It also included replacing two deteriorated concrete retaining walls, a concrete ramp, and handrail.





JENNY LIPPMANN, PE

Project Manager

Jenny has 23 years of experience and has successfully completed numerous site designs for municipalities across the state, including the Town of Clifton Park. Her areas of expertise include campus site and utility planning, ADA accessibility upgrades, stormwater management and drainage solutions, road reconstruction, parking lot design, and pedestrian upgrades. Jenny is valued for her strong environmental background and forward-thinking approach which is an asset in developing realistic concept designs, and calculating accurate cost estimates which can then be successfully implemented into final designs.

Relevant Project Experience:

Coeymans Landing Riverfront Park Improvements, Coeymans, NY. As site/civil engineer, Jenny contributed to the redesign and upgrade of Coeymans Landing Riverfront Park, enhancing circulation, safety, and public access along the Hudson River. Her work included developing new parking layouts, pedestrian and ADA-accessible walkways, and defined green spaces, as well as designing stormwater improvements such as vegetated basins and bioswales to better manage runoff and protect water quality. Jenny coordinated grading, drainage, utility adjustments, and site lighting to support community events and everyday park use, ensuring the revitalized waterfront remained functional, attractive, and true to its character.

Buffalo State College, Campuswide Parking Study, Buffalo, NY. Project manager for the completion of a campus-wide parking study. Through the analysis of existing site conditions, traffic counts, and various meetings with campus user groups, Jenny assisted in the development of a parking demand model that will be utilized for the development of future conceptual parking system alternatives. The alternatives are intended to guide campus parking needs from a physical, operational, and programmatic perspective.

Rehabilitation of Parking Lot 12 (Cooper Service Complex), SUNY Canton, Canton, NY. Project manager for full-depth asphalt reconstruction and reconfiguration of Parking Lot 12, ADA accessible parking upgrades, short term visitor parking upgrades, installation of concrete pads, upgrades to loading docks, new granite curbing, new and rehabilitated pedestrian walkways, retaining wall improvements, safety improvements, landscape upgrades, site lighting, replacement of stormwater infrastructure, and a stormwater quality treatment system in compliance with regulatory requirements.

Reconstruction of Chaney Dining Hall Parking Lot for Accessibility, SUNY Canton, Canton, NY. Project manager for full-depth asphalt reconstruction and reconfiguration of Parking Lot 2, ADA accessible parking upgrades, landscaping improvements (including grading and retaining structures), and site lighting improvements.

EDUCATION

BS, Civil Engineering Union College, Schenectady, NY

BA, Union College, Schenectady, NY

PROFESSIONAL REGISTRATION

Professional Licensed Engineer:
New York

PROFESSIONAL ASSOCIATIONS

American Society of Civil Engineers (ASCE)

AWARDS

Meritorious Service Award,
Mohawk-Hudson Section, ASCE,
2016

Young Engineer of the Year,
Capital District Chapter of the
NYS Society of Professional
Engineers, 2012

Union College Outstanding Civil
Engineering Alumni Silver Award,
2010

Albany Business Review's 40
Under 40, 2019

YEARS OF EXPERIENCE

Total: 23

With MJ: 12



JENNY LIPPMANN, PE

Project Manager

Harriman State Office Campus, Building 4 Parking Lot Improvements, Albany, NY. Lead civil engineer for the design of a new asphalt parking lot to accommodate 240 new parking spaces. Jenny's scope of work included geometric layout of the parking lots, pavement design, site removals, utility design, grading, erosion and sediment controls, drainage design, preparation of a stormwater pollution prevention plan (SWPPP) and completion of the State Environmental Quality Review Act (SEQR) documentation.

Harriman State Office Campus, Building 8 Parking Lot Improvements, Albany, NY. Lead civil engineer for the design of a new asphalt parking lot to accommodate 150 new parking spaces. Jenny's scope of work included geometric layout of the parking lots, pavement design, site removals, utility design, grading, erosion and sediment controls, drainage design, preparation of a stormwater pollution prevention plan (SWPPP) and completion of the State Environmental Quality Review Act (SEQR) documentation.

Reconstruction of South Circle Road and Pedestrian Upgrades, SUNY Morrisville, Morrisville, NY. Project manager for extensive site improvements at the college's South Campus to address aging infrastructure, building code and accessibility requirements. Jenny led the design of improvements to the campus sidewalk networks, ADA accessibility upgrades, pond bulkhead replacement, landscaping, and lighting. The design included the installation of blue lights in conformance with the campus's ongoing blue light implementation plan. A highlight of the project included reconstruction of the recreational area around the pond, which included a pergola, seat wall, picnic tables and landscaping. As part of the project, the entirety of South Circle Road was reconstructed and widened to 26 feet to comply with NYS Fire Code. Parking Lot F was completely reconstructed and modified to enhance efficiency and accessibility. To comply with current stormwater management requirements, this parking lot was constructed using porous asphalt, the first of its kind on the SUNY Morrisville campus.

Replace Parking Lots and Roadways at Banks, Yokum, Kehoe, and Angell Halls, SUNY Plattsburgh, Plattsburgh, NY. Project manager for the replacement of parking lots 27, 28, 9, and 10 at Banks, Yokum, Kehoe and Angell Halls, and associated roadways and sidewalks. The project included installing LED light fixtures, three surveillance cameras, four electric vehicle charging stations, and stormwater management systems.

Emerging Technologies & Entrepreneurship Complex (ETEC), University at Albany, Albany, NY. MJ's lead engineer for the redevelopment of 12 acres in the southwest corner of the Harriman State Office Campus, to serve as a state-of-the-art ETEC facility. Site/civil design tasks included parking, sidewalks, pavement, utilities, site grading, stormwater and permitting, drainage and soil erosion control. Parking lots were designed to accommodate an additional 805 vehicles per day.

New Parking Lot, Old Westbury, SUNY Old Westbury, NY. Project manager for parking lot design to address future growth in enrollment and lack of parking. The new parking lot provided 255 new parking spaces on 3.9 acres. Jenny's scope included parking and pavement design, stormwater, site grading, utility design, site lighting, SWPPP, drainage, and soil erosion control.

Rehabilitation of Parking Lot 1, SUNY Canton, Canton, NY. Project manager for full-depth asphalt reconstruction and reconfiguration of Parking Lot 1, ADA accessible parking upgrades, new granite curbing, landscape improvements (including grading and swales), site lighting, and a stormwater quality treatment system in compliance with regulatory requirements.

Main Street Parking Lot Enhancements, OPRHP, Sackets Harbor Battlefield State Historic Site, Sackets Harbor, NY. As senior site/civil engineer, Jenny led site improvements to enhance accessibility, circulation, and visitor experience. She redesigned pedestrian and vehicular routes to meet ADA standards, reconfigured parking and access, and designed grading, drainage, and utility systems that integrate with existing infrastructure. She also coordinated permitting and developed stormwater solutions and construction documents for efficient project delivery.





TRACI SOUSA, PE

Site/Civil Engineer

Traci currently serves as a project manager within MJ's civil engineering team. Her experience includes site plan design, parking lot design, grading plans, utility design, ADA compliance, cost estimating, erosion and sediment control, hydrologic studies, and design of residential waste systems. She also has extensive experience incorporating green infrastructure into MJ's design projects. In many cases, her green infrastructure initiatives are designed to improve drainage, develop healthy vegetation, and reduce the burden of maintenance costs and efforts. She understands the aesthetics and implications of modifications to a public facility, and helps clients develop reasonable, cost-effective strategies in order to make decisions on improving the accessibility and circulation of their sites.

Relevant Project Experience:

Clinton North Parking Lot Rehabilitation, City of Schenectady, NY. Project manager for the rehabilitation and reconfiguration of the Clinton North Parking Lot, including pavement overlay, revised parking layout with striping, curbs, parking lot lighting, walkways, landscaping, and improved access to adjacent businesses.

Coeymans Landing Riverfront Park Redevelopment, Town of Coeymans, NY. Project manager for this riverfront park redevelopment project. MJ assisted the Town in receiving funding from the Green Infrastructure Grant Program (GIGP) to implement circulation and sustainable improvements to this important community space. Existing parking lots and street parking were reconfigured and reorganized to offer more efficient vehicle use. New sidewalks were also included in the overall design. MJ's design included bioswales, bioretention areas, and stormwater trees to assist in managing stormwater runoff. A new restroom building was also designed within Coeymans Landing Riverfront Park.

Buffalo State College, Campuswide Parking Study, SUCCF, Buffalo, NY. Project engineer for the completion of a campus-wide parking study. Through the analysis of existing site conditions, traffic counts, and various meetings with campus user groups, Traci assisted in the development of a parking demand model that will be utilized for the development of future conceptual parking system alternatives. The alternatives are intended to guide campus parking needs from a physical, operational, and programmatic perspective.

Reconstruction of Chaney Dining Hall Parking Lot for Accessibility, SUNY Canton, Canton, NY. Project engineer for full-depth asphalt reconstruction and reconfiguration of Parking Lot 2, ADA accessible parking upgrades, landscaping improvements (including grading and retaining structures), and site lighting improvements.

EDUCATION

BS, Civil Engineering, Clarkson University

AAS, Engineering Science, SUNY Jefferson

PROFESSIONAL REGISTRATION

Licensed Professional Engineer: New York

EXPERIENCE

Total: 13

With MJ: 13



TRACI SOUSA, PE

Site/Civil Engineer

Rehabilitation of Parking Lot 12 (Cooper Service Complex), SUNY Canton, Canton, NY. Project engineer for full-depth asphalt reconstruction and reconfiguration of Parking Lot 12, ADA accessible parking upgrades, short term visitor parking upgrades, installation of concrete pads, upgrades to loading docks, new granite curbing, new and rehabilitated pedestrian walkways, retaining wall improvements, safety improvements, landscape upgrades, site lighting, replacement of stormwater infrastructure, and a stormwater quality treatment system in compliance with regulatory requirements.

SUNY Oneonta Campus Site Improvements for ADA Accessibility, SUCCF, Oneonta, NY. Project engineer for design services to address non-compliance issues and site accessibility along two pedestrian backbones that run through campus. MJ's design established an accessible spine from residence halls to dining halls and the academic precinct of campus. MJ's scope included regrading and reconstruction of existing sidewalks for ADA compliance, construction of new accessible routes and sidewalks, reconstruction of existing ramps, reconstruction of the Fine Arts parking area, drainage design, and landscape amenities. Designing accessible routes from the residential halls to the two dining halls was challenging and a significant amount of work because the area had seriously steep grades.

Purchase College, Campus Site Improvements for ADA Accessibility, SUCCF, Purchase, NY. Project engineer for renovation of high traffic areas on the campus to provide compliant ADA accessible routes and parking spaces to prominent campus facilities. MJ designed ADA upgrades for accessible routes from several parking areas to the Performing Arts Center (PAC), Neuberger Museum of Arts, University Police Station, Gymnasium, Humanities Building, Music Building, The Commons Apartments, and the Natural Sciences Building. New LED lighting was designed, which complied with "dark sky" standards. Existing architectural pavers and cobblestone curbing was replaced with concrete to be more tolerant to winter weather. Some existing materials were reused around campus for landscaping. Phase two involved creating improved access from campus parking lots, not included in the first phase, to the main plaza and academic buildings. This phase also included bus stop upgrades, expanded pathways between the new ADA spaces behind the Natural Sciences building, and restoration to several stairs and ramps.

New Emergency Services Building, SUNY Oneonta, Oneonta, NY. Project engineer responsible for site/civil design associated with construction of a new Emergency Services Building. renovations to Alumni Hall. Work included construction of an asphalt parking lot and access drive, concrete walks, curb ramps, site grading, stormwater management and green infrastructure, SWPPP, erosion and sediment controls, drainage, landscaping, and signage.

Rehabilitate Alumni Hall, SUNY Oneonta, Oneonta, NY. Project engineer responsible for site/civil design associated with renovations to Alumni Hall. Work included reconstruction of the asphalt parking lot, decorative crosswalks, concrete walks to improve connectivity to existing walkways near the site, curb ramps, decorative concrete patio, site grading, erosion and sediment controls, drainage, raised planting bed, landscaping, and signage.

Renovate South Circle Road, SUNY Morrisville, Morrisville, NY. Project engineer responsible for site/civil design associated with the reconstruction of South Circle Road at SUNY Morrisville. Work included the widening and reconstruction of South Circle road, reconfiguration of 2 parking lots using porous asphalt, concrete walks, stairs, decorative concrete patio areas, seat walls, curb ramps, crosswalks and beacons, site grading, stormwater management and green infrastructure, SWPPP, erosion and sediment controls, drainage, landscaping, and signage.

Renovations to Sibley Hall and Site Upgrades, SUNY Plattsburgh, Plattsburgh, NY. Project engineer for site/civil design, including sidewalk design, parking lot rehabilitation, landscaping, courtyard renovation, and stormwater management design. MJ's design improved connectivity to sidewalks around Sibley Hall and the new store-front entrance that was designed at the back of the building. MJ's design incorporated benches, stamped pavers, shrubs, plantings and a modern canopy over the building's front entrance.



PROPOSED SCOPE AND SCHEDULE

MJ's interdisciplinary team of civil engineers, site designers, landscape architects, planners, and survey professionals understands that the Town of Clifton Park is seeking a practical, objective, and implementable evaluation of potential parking expansion improvements at the Clifton Park Senior Center. The Senior Center currently serves a substantial and growing membership base, and the Town has identified the need to improve parking capacity, safety, accessibility, winter access, and pedestrian circulation to support existing and future use of the facility.

The Town has identified two preliminary alternatives for evaluation: **Option 1 – Rear Parking Expansion**, which may provide approximately 80 future parking spaces but may involve utility conflicts, tree removal, environmental/site disturbance considerations, and higher construction costs; and **Option 2 – Front Parking Expansion**, which may offer lower anticipated construction costs, closer proximity to the building entrance, and a shorter implementation schedule, while requiring consideration of impacts to open field areas and consistency with the Town Master Plan.

MJ's approach will be grounded in clear communication, practical engineering judgment, and early identification of constraints that could affect feasibility, cost, schedule, permitting, and future implementation. MJ will emphasize consistent coordination with the Town, clear documentation of assumptions and findings, and deliverables that allow decision-makers to compare alternatives in a straightforward and defensible manner.

The fundamental element of our approach is **communication**. MJ will work closely with the Town's Planning & Zoning Department, Town staff, and other stakeholders to confirm project goals, review available information, evaluate each parking expansion concept, and present findings in a format that supports Town Board consideration. The final deliverables will include conceptual site plans for both options, a comparative evaluation matrix, preliminary cost estimates, and a final recommendation memorandum.

We intend to complete Tasks 01-06, below, within a six week timeframe.

TASK 01: PROJECT KICKOFF AND SITE INVESTIGATION

MJ will begin the project with a kickoff meeting with Town representatives to confirm the project goals, objectives, preferred schedule, available background information, anticipated decision points, and the desired format of the final presentation materials. This meeting will also be used to confirm the limits of the two study areas, identify known operational concerns at the Senior Center, and review the Town's priorities for safety, accessibility, parking supply, winter operations, and pedestrian circulation.

Following the kickoff meeting, MJ will review available mapping, surveys, utility records, planning documents, aerial imagery, prior site plans, and any information provided by the Town regarding existing parking demand, Senior Center operations, rentals, events, community activities, and seasonal maintenance concerns.

MJ will conduct a field visit to observe existing site conditions and identify constraints and opportunities associated with both parking expansion alternatives. The site visit will focus on existing parking configuration, circulation patterns, pedestrian routes, ADA access, drainage patterns, visible utilities, lighting, landscaping, tree cover, pavement condition, snow storage areas, and potential conflicts with surrounding park infrastructure.

During the site investigation, MJ will also review the relationship between the Senior Center, adjacent parking areas, open field areas, recreational facilities, internal drives, pedestrian connections, and surrounding park uses. This initial review will allow the design team to develop a practical understanding of how each parking alternative may affect the overall function of Clifton Common.

The deliverables under this task include:

- Kickoff meeting agenda and summary
- Confirmation of study area limits for Option 1 and Option 2



TASK 02: UTILITY AND INFRASTRUCTURE REVIEW

MJ will evaluate existing utility, drainage, and infrastructure conditions within and adjacent to the two potential parking expansion areas. This review will include visible drainage structures, drainage flow paths, existing pavement and lawn areas, lighting, irrigation, nearby utility features, and other site infrastructure that could influence layout, cost, constructability, or permitting.

For Option 1 – Rear Parking Expansion, MJ will review the potential for utility conflicts, tree removal, site disturbance, and environmental considerations. This review will consider whether the rear expansion area presents grading, drainage, infrastructure, or access limitations that could affect feasibility or require additional investigation before advancing to final design.

For Option 2 – Front Parking Expansion, MJ will evaluate how a front parking area could connect to the existing Senior Center entrance, existing vehicular circulation, existing pedestrian routes, and nearby open field areas. The Town has identified potential benefits of lower anticipated construction costs, closer proximity to the building entrance, and shorter implementation schedule, while also noting potential impacts to existing open field areas and consistency considerations relative to the Town Master Plan, all of which will be evaluated.

MJ will also identify where additional information may be required prior to final design, such as subsurface utility locating, supplemental survey, geotechnical review, or additional coordination with utility providers. Recommendations for further investigation will be clearly noted in the final report provided in Task 06 so the Town can understand which issues must be resolved before project implementation.

TASK 03: CONCEPTUAL DESIGN

Based on the information gathered during Tasks 01 and 02, MJ will prepare conceptual layouts for both parking expansion alternatives. Available lidar data and aerial imagery will be used as the background for the layouts. The concepts will be developed at a planning level sufficient to illustrate parking configuration, vehicle circulation, pedestrian access, ADA accommodations, stormwater management concepts, and potential landscaping or screening opportunities.

The conceptual layouts will identify approximate parking layouts, conceptual circulation patterns, pedestrian paths, ADA parking opportunities, and stormwater management areas. MJ will seek to develop concepts that are understandable to Town staff, the Town Board, and the public, with sufficient graphic clarity to support presentation at a Town Board workshop or meeting in Task 06.

The deliverables under this task include:

- Conceptual site plan for Option 1 – Rear Parking Expansion
- Conceptual site plan for Option 2 – Front Parking Expansion

TASK 04: COMPARATIVE ANALYSIS

MJ will prepare a written comparative analysis of the two parking expansion alternatives. The comparison will be organized to allow the Town to understand the relative advantages, disadvantages, implementation challenges, and decision factors associated with each option. The comparative analysis will evaluate how each option addresses the Town's stated project objectives, including improved safety, accessibility, parking capacity, winter accessibility, pedestrian circulation, and support for future growth.

MJ will prepare a comparative evaluation matrix that summarizes the major considerations for each alternative in a clear format. The matrix will allow the Town to compare each option using consistent criteria, such as potential parking gain, proximity to the building entrance, pedestrian circulation, ADA access, drainage/stormwater considerations, utility impacts, tree removal/site disturbance, environmental considerations, consistency with planning goals, constructability, schedule, permitting considerations, and probable cost range. MJ will identify the tradeoffs between the rear and front expansion concepts and provide a practical basis for determining which alternative, or combination of elements, should be advanced for future design and implementation.

The deliverables under this task include:

- Written comparative analysis of both alternatives



TASK 05: COST ESTIMATES

MJ will prepare planning-level construction cost estimates for each parking expansion alternative. The estimates will be developed to assist the Town in understanding the relative magnitude of probable project costs and the major cost drivers associated with each option.

The cost estimates will be organized by major work category so the Town can understand how each component contributes to the total planning-level cost. MJ will identify assumptions used in preparing the estimates, including approximate areas, anticipated construction elements, potential infrastructure impacts, and contingency allowances appropriate for conceptual design.

The deliverables under this task include:

- Cost estimates for each option

TASK 06: RECOMMENDATION MEMORANDUM AND TOWN BOARD PRESENTATION

MJ will compile the findings from the prior tasks into a concise memorandum-style report. The final report will include a summary of existing conditions, conceptual layouts for both options, comparative analysis, preliminary cost estimates, and a final recommendation memorandum. MJ will provide a recommendation regarding feasibility and implementation based on the evaluation of site conditions, utilities, drainage, circulation, accessibility, environmental considerations, permitting, constructability, cost, and alignment with Town objectives.

MJ will attend one Town Board workshop or meeting to present the findings and recommendations. The presentation will summarize the two alternatives, key advantages and disadvantages, cost considerations, potential permitting or infrastructure challenges, and MJ's recommended next steps.

The deliverables under this task include:

- Final recommendation memorandum
- Town Board workshop or meeting presentation materials
- Attendance at one Town Board workshop or meeting

ASSUMPTIONS

- The Town will provide available mapping, surveys, utility records, planning documents, and relevant background information for MJ's review.
- The scope is limited to feasibility-level review and conceptual design of the two parking expansion alternatives identified by the Town.
- Conceptual layouts will be prepared for planning and decision-making purposes and will not constitute final construction documents.

TASKS NOT INCLUDED IN THIS PROPOSAL

The following services are not included unless requested by the Town under a separate authorization:

- Final engineering design and construction documents
- Detailed topographic or boundary survey
- Subsurface utility investigation or utility test pits
- Geotechnical investigation
- Wetland delineation or detailed environmental studies
- Traffic study or formal traffic impact analysis
- Stormwater Pollution Prevention Plan preparation
- Regulatory permit application preparation beyond feasibility-level identification of potential permitting considerations
- Construction bidding services
- Construction administration or construction inspection services



FEE PROPOSAL

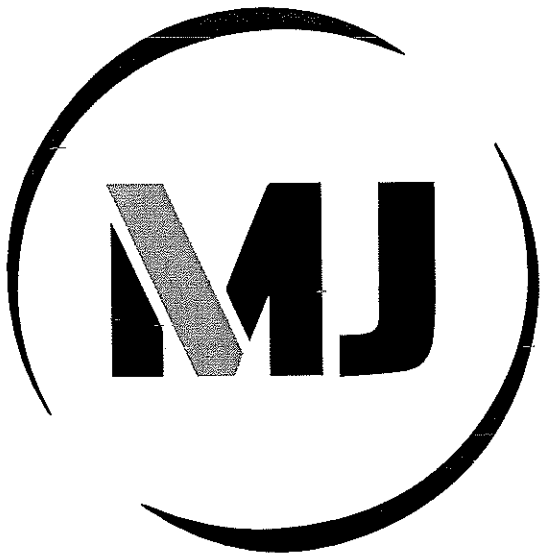
Town of Clifton Park Senior Center Parking Expansion Feasibility Study and Conceptual Design

Fee indicated is inclusive of all expenses

Scope of Work	Total Lump Sum by Task
Task 1 - Project Kickoff and Site Investigation	\$1,300
Task 2 - Utility and Infrastructure Review	\$1,300
Task 3 - Conceptual Design	\$2,000
Task 4 - Comparative Analysis	\$1,600
Task 5 - Cost Estimates	\$1,000
Task 6 - Recommendation Memorandum and Town Board Presentation	\$1,300

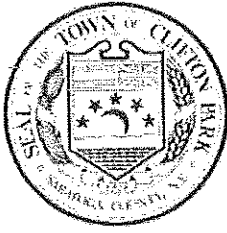
Total Fee	\$8,500
------------------	----------------





CONTACT

21 Corporate Drive
Clifton Park, New York, 12065
mjteam.com
mpanichelli@mjteam.com



Town of Clifton Park

Planning & Zoning Department

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

INTEROFFICE MEMORANDUM

To: Councilman Manir

From: John Scavo, Director of Planning

Date: July 31, 2026

Re: Response from Qualified Firms for Quotes on Senior Center Parking Expansion
Feasibility Analysis

Request for Quotes Summary

In response to the Town's July 14, 2026 Request for Quotes (RFQ) for engineering and conceptual design services associated with evaluating parking expansion alternatives at the Clifton Park Senior Center, proposals were solicited from three engineering firms. The RFQ requested consultant assistance in evaluating two parking expansion concepts (rear expansion and front expansion), including site investigation, utility review, conceptual layouts, comparative analysis, planning-level cost estimates, and presentation of findings to the Town Board.

Firms Contacted

1. MJ Engineering, Architecture, Landscape Architecture and Land Surveying, P.C.
2. ABD Engineers & Surveyors, LLP
3. Prime Engineering, PLLC

Prime Engineering

Prime Engineering was invited to submit a proposal but declined to participate, providing written notice by email that it would not submit a quotation for the project.

Proposal Summary

MJ Engineering

Proposed Fee: \$8,500 Lump Sum

Schedule: Approximately six weeks from authorization to proceed.

Key Qualifications:

- Headquarters located in Clifton Park.
- Served as a Town-designated engineering consultant since 2012.
- Has reviewed and coordinated more than 300 projects for the Town.
- Extensive experience with municipal parking facilities, ADA improvements, circulation studies, drainage design, and public infrastructure projects.

Approach: MJ proposes a comprehensive evaluation of both parking alternatives consistent with the RFQ requirements, including:

- Site investigation and field review.
- Utility and infrastructure evaluation.
- Conceptual layouts for both parking options.
- Comparative evaluation matrix.
- Planning-level cost estimates.
- Recommendation memorandum.
- Attendance and presentation at one Town Board meeting/workshop.

Strengths:

- Strong familiarity with Town procedures, infrastructure, and planning goals.
- Significant municipal and public-sector parking design experience.
- Detailed work plan that closely follows and expands upon the RFQ requirements.
- Lowest cost proposal received.

ABD Engineers & Surveyors, LLP

Proposed Fee: \$15,000 Lump Sum

Schedule: Able to begin work approximately one month after authorization.

Key Qualifications:

- Schenectady-based civil engineering and surveying firm established in 1987.
- Experience with municipal, commercial, residential, institutional, and public infrastructure projects throughout New York State.
- Provided examples of parking lot work for housing authorities and municipal facilities, while noting experience designing numerous parking lots throughout the Capital Region.

Approach: ABD's proposed scope thoroughly responds to the RFQ requirements and includes:

- Site investigation.
- Utility and infrastructure review.
- Conceptual design alternatives.
- Comparative analysis of both parking options.
- Planning-level cost estimates.
- Presentation of findings and recommendations to the Town Board.

Observations:

- The proposal satisfies the requested scope of services.
- Proposal provides relevant municipal engineering experience but contains less project-specific detail and methodology than the MJ submission.
- Fee is approximately 76% higher than the MJ proposal (\$15,000 versus \$8,500) but from a professional planning standpoint is within the estimate costs of staff.

Comparative Summary



Criteria	MJ Engineering	ABD Engineers
Lump Sum Fee	\$8,500	\$15,000
Proposed Schedule	6 Weeks	Available to begin in approximately 1 month
Local Experience with Town	Extensive, Town-designated engineer since 2012	Also has direct Town experience
Municipal/Parking Experience	Extensive and well documented	Relevant details included in response
Scope Compliance	Fully addresses RFQ requirements	Fully addresses RFQ requirements
Town Board Presentation Included	Yes	Yes

Staff Observation

Both firms submitted responsive proposals that satisfy the scope outlined in the RFQ. MJ Engineering demonstrated extensive familiarity with Town operations and infrastructure, provided the most detailed technical approach, and submitted the lower-cost proposal at \$8,500. ABD Engineers submitted a qualified proposal but at a higher cost of \$15,000 but still within the Town Staff estimated costs range to complete the work requested. Prime Engineering declined to submit a proposal.

Based upon qualifications, understanding of the project, technical approach, local municipal experience, and proposed fee, MJ Engineering appears to provide the strongest overall value for completion of the Senior Center Parking Expansion Feasibility and Conceptual Design Study. Both firms are qualified and based on staff experience working with each appear capable of completing the scope of work requested by the Town.



RESOLUTION

#17

PHILIP C. BARRETT
Supervisor

•

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

•

MARIO L. FANTINI
Councilman

Resolution No. ___ of 2026, a resolution scheduling a Public Hearing on Tuesday, September 15, 2026, at 7:08pm related to the proposed consideration of an initial franchise agreement with Verizon, New York, Inc. for cable television service in the Town of Clifton Park.

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

WHEREAS, an application for the grant of a franchise agreement for cable television service in the Town of Clifton Park has been received from Verizon, New York, Inc., and

WHEREAS, the Town Board of the Town of Clifton Park desires that a Public Hearing be held for the purpose of considering a proposed initial franchise agreement for cable television service in the Town of Clifton Park; now, therefore, be it

RESOLVED, that Public Hearing will be held by the Town Board of the Town of Clifton Park on Tuesday, September 15, 2026, at 7:08pm, in the Wood Memorial Meeting Room, Town Hall, One Town Hall Plaza, Clifton Park, New York, for the purpose of considering an initial franchise agreement for cable television service in the Town of Clifton Park with Verizon, New York, Inc.; and be it further

RESOLVED, that the Town Clerk is hereby directed to publish notice of said Public Hearing in the official newspaper of the Town and take any other actions necessary to provide proper notice to the public pursuant to applicable laws and regulations.

Cable Franchise Agreement
by and between
the Town of Clifton Park
and
Verizon New York Inc.

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1. DEFINITIONS.....	2
2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS	6
3. PROVISION OF CABLE SERVICE	9
4. SYSTEM FACILITIES	11
5. PEG SERVICES	11
6. FRANCHISE FEES	12
7. REPORTS AND RECORDS	13
8. INSURANCE AND INDEMNIFICATION	14
9. TRANSFER OF THE FRANCHISE	16
10. RENEWAL OF FRANCHISE.....	16
11. ENFORCEMENT AND TERMINATION OF FRANCHISE	16
12. MISCELLANEOUS PROVISIONS.....	18

THIS CABLE FRANCHISE AGREEMENT (the "Franchise" or "Agreement") is entered into by and between the Town of Clifton Park, a validly organized and existing political subdivision of the State of New York (the "Local Franchising Authority" or "LFA") and Verizon New York Inc., a corporation duly organized under the applicable laws of the State of New York (the "Franchisee").

WHEREAS, the LFA wishes to grant Franchisee a nonexclusive franchise to construct, install, maintain, extend and operate a cable system in the Franchise Area as designated in this Franchise;

WHEREAS, the LFA is a "franchising authority" in accordance with Title VI of the Communications Act, (*see* 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended;

WHEREAS, Franchisee has upgraded its telecommunications and information services network through the installation of a Fiber to the Premise Telecommunications Network ("FTTP Network") in the Franchise Area which also transmits Non-Cable Services pursuant to authority granted by Section 27 of the New York Transportation Corporations Law, as amended, and Title II of the Communications Act, which Non-Cable Services are not subject to the Cable Law or Title VI of the Communications Act;

WHEREAS, the FTTP Network occupies the Public Rights-of-Way within the LFA, and Franchisee desires to use portions of the FTTP Network to provide Cable Services (as hereinafter defined) in the Franchise Area;

WHEREAS, the LFA has identified the future cable-related needs and interests of the LFA and its community, has considered and approved the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee's plans for its Cable System are adequate and feasible in a full public proceeding affording due process to all parties;

WHEREAS, the LFA has found Franchisee to be financially, technically and legally qualified to operate the Cable System;

WHEREAS, the LFA has determined that in accordance with the provisions of the Cable Law, this Franchise complies with NY PSC's franchise standards and the grant of a nonexclusive franchise to Franchisee is consistent with the public interest; and

WHEREAS, the LFA and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the LFA's grant of a franchise to Franchisee, Franchisee's promise to provide Cable Service to residents of the Franchise Area pursuant to and

consistent with the Cable Law (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word-usages set forth in the Cable Law are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Franchisee shall make available to the LFA without charge for Public, Educational, or Governmental noncommercial use for the transmission of video programming as directed by the LFA.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3. *Basic Service*: Any service tier, which includes the retransmission of local television broadcast signals as well as the PEG Access Channels required by this Franchise.

1.4. *Cable Law*: Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, to the extent authorized under and consistent with federal law.

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as amended.

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), as amended.

1.7. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as amended.

1.8. *Communications Act*: The Communications Act of 1934, as amended.

1.9. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee's affairs.

1.10. *Educational Access Channel*: An Access Channel available for noncommercial use solely by local public schools and public school districts in the Franchise Area and other not-for-profit educational institutions chartered or licensed by the New York State Department of Education or Board of Regents in the Franchise Area.

1.11. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.12. *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances and disputes, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, incidences of terrorism, acts of vandalism, epidemics, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.13. *Franchise Area*: Those buildings within the incorporated area (entire existing territorial limits) of the LFA and such additional areas as may be annexed or acquired (but not including any portion of an incorporated village or city located wholly or partially within the territorial limits of the LFA) where, as of the Effective Date, Verizon has installed its FTTP Network and activated its FTTP Network terminals for service, as generally depicted in **Exhibit A**. The Franchise Area shall also include other buildings to the extent provided in the last sentence of Section 3.1 below.

1.14. *Franchisee*: Verizon New York Inc. and its lawful and permitted successors, assigns and transferees.

1.15. *Government Access Channel*: An Access Channel available for the sole noncommercial use of the LFA.

1.16. *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the Franchise Area, subject to the following inclusions and exclusions.

1.16.1. Gross Revenue includes, without limitation: all Subscriber and customer revenue earned or accrued net of bad debts including revenue for: (i) Basic Service; (ii) all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Cable System in the Franchise Area, including without limitation Cable Service related program guides, the installation, disconnection or reconnection of Cable Service; revenue from late or delinquent charge fees; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or fee; (iii) video on demand Cable Service and pay-per-view Cable Service; (iv) revenue from the sale or lease of access channel(s) or channel capacity; and (v) compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Cable System, such as "home shopping" or a similar channel, subject to the exceptions below. Gross Revenue

includes a pro rata portion of all revenue derived by Franchisee pursuant to compensation arrangements for advertising derived from the operation of Franchisee's Cable System to provide Cable Service within the Franchise Area, subject to the exceptions below. The allocation of home shopping and advertising revenue shall be based on the number of Subscribers in the Franchise Area divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement. Advertising commissions paid to third parties shall not be netted against advertising revenue included in Gross Revenue.

1.16.2. Gross Revenue shall not include:

1.16.2.1. Franchise Fees imposed on Franchisee by the LFA that are passed through from Franchisee as a line item paid by Subscribers; revenue received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System; bad debts written off by Franchisee in the normal course of its business (provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected); refunds, rebates or discounts made to Subscribers or other third parties; any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, however, that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise shall be included in Gross Revenue; the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer; the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA including, without limitation, the provision of Cable Services to public institutions as required or permitted herein; any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees); any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise (provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue); sales of capital assets or sales of surplus equipment; program launch fees, i.e., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming; directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; any fees or charges collected from Subscribers or other third parties for any PEG grant or franchise grant payments; and

1.16.2.2. except as otherwise provided in Subsection 1.16.1, any revenue classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services;

charges made to the public for commercial or cable television that is used for two-way communication; fees, taxes and surcharges on Non-Cable Services, including, but not limited to the NY Municipal Construction Surcharge; and any other revenue attributed by Franchisee to Non-Cable Services in accordance with federal law, rules, regulations, standards or orders.

1.17. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(24), as amended.

1.18. *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.19. *Local Franchising Authority (LFA)*: The Town of Clifton Park, New York, or the lawful successor, transferee, or assignee thereof.

1.20. *Non-Cable Services*: Any service that does not constitute the provision of Cable Service including, but not limited to, Information Services and Telecommunications Services.

1.21. *NYPSC*: The New York Public Service Commission.

1.22. *PEG*: Public, Educational, and Governmental.

1.23. *PEG Access Designee*: Any entity designated by the LFA for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming for the LFA, including but not limited to any access corporation.

1.24. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.25. *Public Access Channel*: An Access Channel available for noncommercial use solely by the residents in the Franchise Area on a first-come, first-served, nondiscriminatory basis.

1.26. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

1.27. *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with Franchisee's express permission.

1.28. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53), as amended.

1.29. *Title VI:* Title VI of the Communications Act, Cable Communications, as amended.

1.30. *Transfer of the Franchise:* Any transaction in which: a fifty percent (50%) ownership or other interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or the rights held by Franchisee under the Franchise and the certificate of confirmation issued therefor by the NY PSC are transferred or assigned to another Person or group of Persons. However, notwithstanding the foregoing, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

1.31. *Video Programming:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as amended.

1.32. *Video Service Provider or VSP:* Any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the LFA, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite delivered services, wireless services, and internet-protocol based services within the territorial boundaries of the LFA.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority:* Subject to the terms and conditions of this Agreement and the Cable Law, the LFA hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. *The FTTP Network:* Upon delivery of Cable Service, by subjecting Franchisee's mixed-use facilities to the NY PSC's minimum franchise standards and the LFA's police power, the LFA has not been granted broad new authority over the construction, placement and operation of Franchisee's mixed-use facilities. The Town and the Franchisee recognize and agree that, due to the nature of the Franchisee's multi-purpose FTTP Network, the provisions of Chapter A213 of the Code of the Town of Clifton Park, entitled "Cable Television Franchise" are not applicable to the Franchisee or this Franchise.

2.3. *Effective Date and Term:* This Franchise shall become effective on the date that the NY PSC issues a certificate of confirmation for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises

and its acceptance by the Franchisee. The term of this Franchise shall be five (5) years from the Effective Date unless the Franchise is earlier terminated by Franchisee pursuant to the terms of Sections 2.4 or 2.5 or revoked by the LFA as provided herein. The Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

2.4. *Termination Generally:* Notwithstanding any provision herein to the contrary, Franchisee may terminate this Agreement and all obligations hereunder at any time during the term of this Agreement for any reason, in Franchisee's sole discretion, upon one hundred and eighty (180) days' written notice to the LFA.

2.5. *Modification/Termination Based on VSP Requirements:*

2.5.1. If there is a change in federal, state, or local law that reduces any material financial and/or operational obligation that the LFA has required from or imposed upon a VSP, or if the LFA enters into any franchise, agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers in the LFA with terms or conditions materially less burdensome than those imposed by this Franchise, Franchisee and the LFA shall, within sixty (60) days of the LFA's receipt of Franchisee's written notice, commence negotiations to modify this Franchise to create reasonable competitive equity between Franchisee and such other VSPs. Any modification of the Franchise pursuant to the terms of this section shall not trigger the requirements of Subpart 892-1 of the NY PSC rules and regulations.

2.5.2 Franchisee's notice pursuant to Section 2.5.1. shall specify the change in law and the resulting change in obligations. Franchisee shall respond to reasonable information requests from the LFA, as may be necessary to review the change in obligations resulting from the cited law.

2.5.3 In the event the parties do not reach mutually acceptable agreement on a modification requested by Franchisee, Franchisee shall, at any time and in its sole discretion, have the option of exercising any of the following actions:

a. Commence franchise renewal proceedings in accordance with 47 U.S.C. §546 with the Franchise term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Franchisee's written notice to seek relief hereunder;

b. Terminate the franchise within two (2) years from notice to the LFA;

c. If agreed by both parties, submit the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

d. Submit the matter to mediation by a mutually-acceptable mediator.

2.6. *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System or Franchisee's FTTP Network.

2.7. *Franchise Subject to Federal Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act.

2.8. *No Waiver:*

2.8.1. The failure of the LFA on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require compliance or performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance of this Agreement, nor shall it excuse Franchisee from compliance or performance, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2. The failure of the Franchisee on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of performance of this Agreement, nor shall it excuse the LFA from performance, unless such right or such performance has been specifically waived in writing.

2.9. *Construction of Agreement:*

2.9.1. The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.9.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545, as amended.

2.9.1. Should any change to state law, rules or regulations have the lawful effect of materially altering the terms and conditions of this Franchise, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee of the material alteration. Any modification to this Franchise shall be in writing and shall be subject to Section 222 of the New York Public Service Law and Title 16, Chapter VIII, Part 892, Subpart 892-1, Section 892-1.4 of the Official Compilation of Codes, Rules and Regulations of the State of New York requiring application to the NY PSC and approval of any modification. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then Franchisee may terminate this Agreement without further obligation to the LFA or, at Franchisee's option, the parties agree to submit the matter to binding

arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.9.2. The LFA and the Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of this Agreement.

2.10. *Police Powers:* The LFA shall not enact any local laws that are inconsistent with this Franchise, provided, however, that nothing in this Franchise shall be construed to prohibit the reasonable, necessary and lawful exercise of the police powers of the LFA in a manner not materially in conflict with the privileges granted in this Franchise and consistent with all federal and state laws, regulations and orders.

2.11. *Restoration of Municipal Property:* Any municipal property damaged or destroyed shall be promptly repaired or replaced by the Franchisee and restored to pre-existing condition.

2.12. *Restoration of Subscriber Premises:* The Franchisee shall ensure that Subscriber premises are restored to pre-existing condition if damaged by the Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service.

2.13. *Compliance with Federal and State Privacy Laws:* Franchisee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and state privacy laws and regulations. The parties agree that, during the term hereof, Franchisee shall not be subject to any local laws or ordinances which conflict with such applicable federal and/or state privacy laws, or which would impose additional or distinct requirements upon Franchisee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or state privacy laws.

3. **PROVISION OF CABLE SERVICE**

3.1. *Franchise Area:*

3.1.1. *Franchise Area:* Subject to applicable law and the issuance of all necessary permits by the LFA, Franchisee shall offer Cable Service to all residential households of the Franchise Area and may make Cable Service available to businesses in the Franchise Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the LFA; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Franchise Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units where Franchisee cannot gain access after good faith efforts, including, but not limited to, circumstances where Franchisee cannot access the area, development, or building by using Franchisee's existing network pathways and which would thus require the

construction of new trunk, feeder, or distribution lines in accordance with NY PSC rules and regulations; (F) in areas, developments, buildings or other residential dwelling units where the provision of Cable Service is economically infeasible because such provision requires nonstandard facilities which are not available on a commercially reasonable basis, in accordance with NY PSC rules and regulations; (G) in residential dwelling units that are not habitable or have not been constructed as of the Effective Date; and (H) for Subscribers who fail to abide by Franchisee's terms and conditions of service. Franchisee shall have the right, but not the obligation, to extend the Cable System into other buildings in the territorial limits of the LFA which shall then become part of the Franchise Area.

3.1.2. *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Franchise Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service or based upon the income of the residents in a local area. Within the Franchise Area, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of trunk or feeder lines not otherwise already served by Franchisee's FTTP Network and shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet or are in an area with a density of less than thirty-five (35) occupied residential dwelling units per mile and the actual costs incurred to connect any non-residential dwelling unit Subscriber, provided, however, that Franchisee may seek a waiver of any requirement that it extend service to any party requesting the same in an area with a density of less than thirty-five (35) occupied residential dwelling units per mile if such would not be possible within the limitations of economic feasibility.

3.2. *Cable Service to Public Buildings.* In accordance with applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order") and the decision on appeal by the Sixth Circuit Court of Appeals, within a reasonable period of time following the Effective Date, the Franchisee may provide written notice to the LFA regarding the manner and process by which the Franchisee shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under the franchise agreement. Subject to Section 3.1, if requested in writing by the LFA and within sixty (60) days following such request, Franchisee shall provide, within the Franchise Area, one service outlet activated for Basic Service to each public school and public library, and such other buildings used for municipal purposes as designated by the LFA. Franchisee may charge for such Basic Service in accordance with applicable law, which as of the Effective Date is Franchisee's marginal cost of providing such service. If it is necessary to extend Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such school or public building, the LFA shall have the option either of paying Franchisee's direct costs for such extension in excess of two hundred (200) feet, or of releasing Franchisee from the obligation to provide service to such school or public building. Furthermore, Franchisee shall be permitted to recover, from any school or public building owner entitled to service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than

two hundred (200) feet of drop cable. For underground installations, Franchisee shall charge the recipient Franchisee's actual cost. Such cost shall be submitted to said recipient, in writing, before installation is begun. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged. The parties hereto agree that the exercise of any conditional obligations set forth in this Section 3.3 shall not constitute a modification or amendment of the Franchise within the meaning of Subpart 892-1 of the NY PSC rules and regulations.

4. **SYSTEM FACILITIES**

4.1. *Quality of Materials and Work:* Franchisee shall operate and maintain its System using materials of good and durable quality, and all work involved in the construction, installation, maintenance and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

4.2. *System Characteristics: Characteristics:* The Cable System shall be operated as an active two-way plant for Subscriber interaction, if any, required for the selection or use of Cable Service using sufficient bandwidth with an initial digital carrier passband between 50 and 860 MHz and/or industry standard Open Systems Interconnection (OSI) model elements.

4.3. *Interconnection:* The Franchisee shall operate its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.4. *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable state and local EAS Plans, in order that emergency messages may be distributed over the System.

5. **PEG SERVICES**

5.1. *PEG Set Aside:*

5.1.1. In order to ensure universal availability of public, educational and government programming, Franchisee shall provide capacity on its Basic Service tier for up to one (1) dedicated Public Access Channel, one (1) dedicated Educational Access Channel, and up to one (1) dedicated Government Access Channel (collectively, "PEG Access Channels").

5.1.2. The LFA hereby authorizes Franchisee to transmit PEG Access Channel programming within and without LFA jurisdictional boundaries. Franchisee specifically reserves the right to make or change channel assignments in its sole discretion. If a PEG Access Channel provided under this Article is not being utilized by the LFA, Franchisee may utilize such PEG Access Channel, in its sole discretion, until such time as the LFA elects to utilize the PEG Access Channel for its intended purpose in accordance with NY PSC rules and regulations.

5.1.3. Franchisee shall provide the technical ability to play back pre-recorded programming provided to Franchisee consistent with this Section. Franchisee shall transmit programming consistent with the dedicated uses of PEG Access Channels. Franchisee shall comply at all times with the requirements of Section 895.4 of the NY PSC rules and regulations.

5.2. *Indemnity for PEG:* The LFA shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and the LFA from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. The LFA shall establish rules and regulations for use of PEG facilities, consistent with, and as required by, 47 U.S.C. §531.

5.3. *Recovery of Costs:* To the extent permitted by federal law, the Franchisee shall be allowed to recover from Subscribers the costs of the PEG Grant payments or any other costs arising from the provision of PEG services and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection and any franchise-related costs to Subscribers.

5.4. *No PEG Access Designee Rights:* The LFA and the Franchisee herein acknowledge and agree that any PEG Access Designee is not a party to this Franchise and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

6. **FRANCHISE FEES**

6.1. *Payment to LFA:* Franchisee shall pay to the LFA a Franchise Fee of five percent (5%) of annual Gross Revenue (the "Franchise Fee"). In accordance with Title VI, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable. No acceptance of any payment shall be construed as an accord that the amount paid is the correct amount. Late payments for Franchise Fees shall be subject to interest charges computed from the due date, at the then-current rate set forth in Section 5004 of the New York Civil Practice

Law and Rules (which as of the date of execution of this Agreement is nine percent (9%) per annum) per annum during the period such unpaid amount is owed.

6.2. *Supporting Information:* Each Franchise Fee payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation.

6.3. *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be six (6) years from the date on which payment by Franchisee is due, but cannot exceed the date of records retention reflected in Article 7.

6.4. *Bundled Services:* If Cable Services subject to the Franchise Fee required under this Article 6 are provided to Subscribers in conjunction with Non-Cable Services, then the calculation of Gross Revenue shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of Franchisee in accordance with FCC rules, regulations, standards or orders.

7. REPORTS AND RECORDS

7.1. *Open Books and Records:* Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area during Franchisee's regular business hours at an office of the Franchisee and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Any such inspection by the LFA shall be completed in an expeditious and timely manner. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Franchise Area. The LFA shall treat any information disclosed by Franchisee as confidential and shall only disclose it to employees, representatives, and agents thereof who have a need to know, or in order to enforce the provisions hereof. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

7.2. *Records Required:* Franchisee shall at all times maintain:

7.2.1. Records of all written complaints for a period of three (3) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation,

complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

7.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

7.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

7.2.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

7.2.5. A map showing the area of coverage for the provisioning of Cable Services.

7.3. *System-Wide Statistics*: Any valid reporting requirement in the Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

8. INSURANCE AND INDEMNIFICATION

8.1. *Insurance*:

8.1.1. Franchisee shall maintain in full force and effect, at its own cost and expense, during the term of this Franchise, the following insurance coverage:

8.1.1.1. Commercial General Liability Insurance in the amount of three million dollars (\$3,000,000) per occurrence for property damage and bodily injury and three million dollars (\$3,000,000) general aggregate. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in the LFA.

8.1.1.2. Automobile Liability Insurance in the amount of three million dollars (\$3,000,000) combined single limit each accident for bodily injury and property damage coverage.

8.1.1.3. Workers' Compensation Insurance meeting the statutory requirements of the State of New York and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease-each employee: \$100,000; \$500,000 disease-policy limit.

8.1.2. The LFA shall be included as an additional insured as their interests may appear under this Franchise on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

8.1.3. Upon receipt of notice from its insurer(s), the Franchisee shall provide the LFA with thirty (30) days' prior written notice of cancellation of any required coverage.

8.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of New York, with an A.M. Best Financial Strength rating of A- or better.

8.1.5. Upon written request, Franchisee shall deliver to the LFA Certificates of Insurance showing evidence of the required coverage.

8.2. *Indemnification:*

8.2.1. Franchisee agrees to indemnify the LFA, and its officers, boards, elected officials and employees for, and hold it harmless from, all liability, damage, cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to the Franchise, provided that the LFA shall give Franchisee timely written notice of a claim or action for which it seeks indemnification pursuant to this Subsection; and in any event the LFA shall provide Franchisee with such written notice within a period of time that allows Franchisee to take action to avoid entry of a default judgment and does not prejudice Franchisee's ability to defend the claim or action. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee in connection with PEG Access or EAS.

8.2.2. With respect to Franchisee's indemnity obligations set forth in Subsection 8.2.1, Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

8.2.3. The LFA shall be responsible for its own acts of willful misconduct, negligence, or breach, subject to any and all defenses and limitations of liability

provided by law. The Franchisee shall not be required to indemnify the LFA for acts of the LFA which constitute willful misconduct or negligence on the part of the LFA, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

9. TRANSFER OF THE FRANCHISE

9.1. *Transfer:* Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the LFA may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under the definition of Transfer of the Franchise above.

10. RENEWAL OF FRANCHISE

10.1. *Governing Law:* The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 12.12 below, the Cable Law and Section 626 of the Communications Act, 47 U.S.C. § 546, as amended.

10.2. *Needs Assessment:* In addition to the procedures set forth in Section 626 of the Communications Act, the LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. Such assessments shall be provided to Franchisee by the LFA promptly so that Franchisee will have adequate time to submit a proposal under 47 U.S.C. § 546 and complete renewal of the Franchise prior to expiration of its term.

10.3. *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Franchisee and the LFA agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the LFA and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the LFA may grant a renewal thereof.

10.4. *Consistent Terms:* Franchisee and the LFA consider the terms set forth in this Article 10 to be consistent with the express provisions of 47 U.S.C. § 546 and the Cable Law.

11. ENFORCEMENT AND TERMINATION OF FRANCHISE

11.1. *Notice of Violation:* If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, the LFA shall informally discuss the matter with

Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the LFA shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the "Noncompliance Notice").

11.2. *Franchisee's Right to Cure or Respond:* Franchisee shall have sixty (60) days from receipt of the Noncompliance Notice to: (i) respond to the LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such sixty (60) day period, initiate reasonable steps to remedy such noncompliance and notify the LFA of the steps being taken and the date by which Franchisee projects that it will complete cure of such noncompliance. Upon cure of any noncompliance, the LFA shall provide written confirmation that such cure has been effected.

11.3. *Public Hearing:* The LFA shall schedule a public hearing if the LFA seeks to continue its investigation into the alleged noncompliance (i) if Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (ii) if Franchisee has not remedied the alleged noncompliance within sixty (60) days or the date projected pursuant to Section 11.2(iii) above. The LFA shall provide Franchisee at least sixty (60) business days prior written notice of such public hearing, which shall specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

11.5. *Enforcement:* Subject to Section 12.12 below and applicable federal and state law, in the event the LFA, after the public hearing set forth in Section 11.3, determines that Franchisee is in default of any provision of this Franchise, the LFA may:

11.5.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

11.5.2. Commence an action at law for monetary damages or seek other equitable relief; or

11.5.3. In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 11.5.

11.6. *Revocation:* Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 11.3, the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

11.6.1. At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to

introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the LFA, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

11.6.2. Following the second public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and thereafter the LFA shall determine (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure. If the LFA determines that it will revoke the Franchise, the LFA shall promptly provide Franchisee with a written determination setting forth the LFA's reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA *de novo*. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the written determination of the LFA.

11.6.3. The LFA may, at its sole discretion, take any lawful action that it deems appropriate to enforce the LFA's rights under the Franchise in lieu of revocation of the Franchise.

11.7. *Abandonment of Service:* Franchisee shall not abandon any Cable Service or portion thereof without the LFA's prior written consent as provided in the Cable Law. Notwithstanding the foregoing, the parties agree that if Franchisee invokes Section 2.4 of the Franchise (*Termination Generally*) and a timely written termination notice is provided, the LFA's prior written consent is considered granted.

12. MISCELLANEOUS PROVISIONS

12.1. *Actions of Parties:* In any action by the LFA or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

12.2. *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

12.3. *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been

preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the LFA.

12.4. *Force Majeure*: Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure. Furthermore, the parties hereby agree that it is not the LFA's intention to subject Franchisee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Franchisee that outweigh the benefit to be derived by the LFA and/or Subscribers.

12.5. *Delivery of Payments*: Franchisee may use electronic funds transfer to make any payments to the LFA required under this Agreement.

12.6. *Notices*: Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to Franchisee shall be to:

Verizon
1 Verizon Way
Basking Ridge, NJ 07920
Attention: Sarah E. Lyzak, VP and Deputy General Counsel

With a copy to:

Verizon
111 Main Street
White Plains, NY 10601
Attention: Pamela Goldstein, Associate General Counsel

Notices to the LFA shall be to:

Town Clerk
Town Hall
1 Town Hall Plaza
Clifton Park, New York 12065

12.7. *Entire Agreement*: This Franchise and the Exhibit hereto constitute the entire agreement between Franchisee and the LFA and supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding

the subject matter hereof. Any local laws or parts of local laws that materially conflict with the provisions of this Agreement are superseded by this Agreement.

12.8. *Amendments and Modifications:* Amendments and/or modifications to this Franchise shall be mutually agreed to in writing by the parties and subject to the approval of the NY PSC, pursuant to the Cable Law, except as provided herein.

12.9. *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the articles, sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

12.10. *Severability:* If any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

12.11. *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

12.12. *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the LFA or any third party. Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or PEG requirements set out in this Agreement.

12.13. *NY PSC Approval:* This Franchise is subject to the approval of the NY PSC. Franchisee shall file an application for such approval with the NY PSC within sixty (60) days after the date hereof. Franchisee shall also file any necessary notices with the FCC.

12.14. *Rates and Charges:* The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law.

12.15. *Publishing Information:* LFA hereby requests that Franchisee omit publishing information specified in 47 C.F.R. § 76.952 from Subscriber bills.

12.16. *Employment Practices:* Franchisee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms,

conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

12.17. *Customer Service:* Franchisee shall comply with the consumer protection and customer service standards set forth in Parts 890 and 896 of the NY PSC rules and regulations.

12.18. *No Third-Party Beneficiaries:* Except as expressly provided in this Agreement, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

12.19. *LFA Official:* The Town Clerk of the LFA is the LFA official that is responsible for the continuing administration of this Agreement.

12.20. *No Waiver of LFA's Rights:* Notwithstanding anything to the contrary in this Agreement, no provision of this Agreement shall be construed as a waiver of the LFA's rights under applicable federal and state law.

12.21. *Counterparts:* This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this Agreement.

[Signature Page Follows]

AGREED TO THIS ____ DAY OF SEPTEMBER, 2026.

LFA:

TOWN OF CLIFTON PARK

By: _____
Philip Barrett, Supervisor

FRANCHISEE:

VERIZON NEW YORK INC.

By: _____
Scott Wyatt, Vice President

Signature Page

Clifton Park/Verizon New York Inc.
Cable Franchise Agreement/2026

EXHIBIT A

FRANCHISE AREA

The below map depicting the Franchise Area is for purpose of illustration. Construction of the Franchisee's FTTP Network has been completed to 100% of current households in the Franchise Area and will be at 100% through the term of the Agreement.

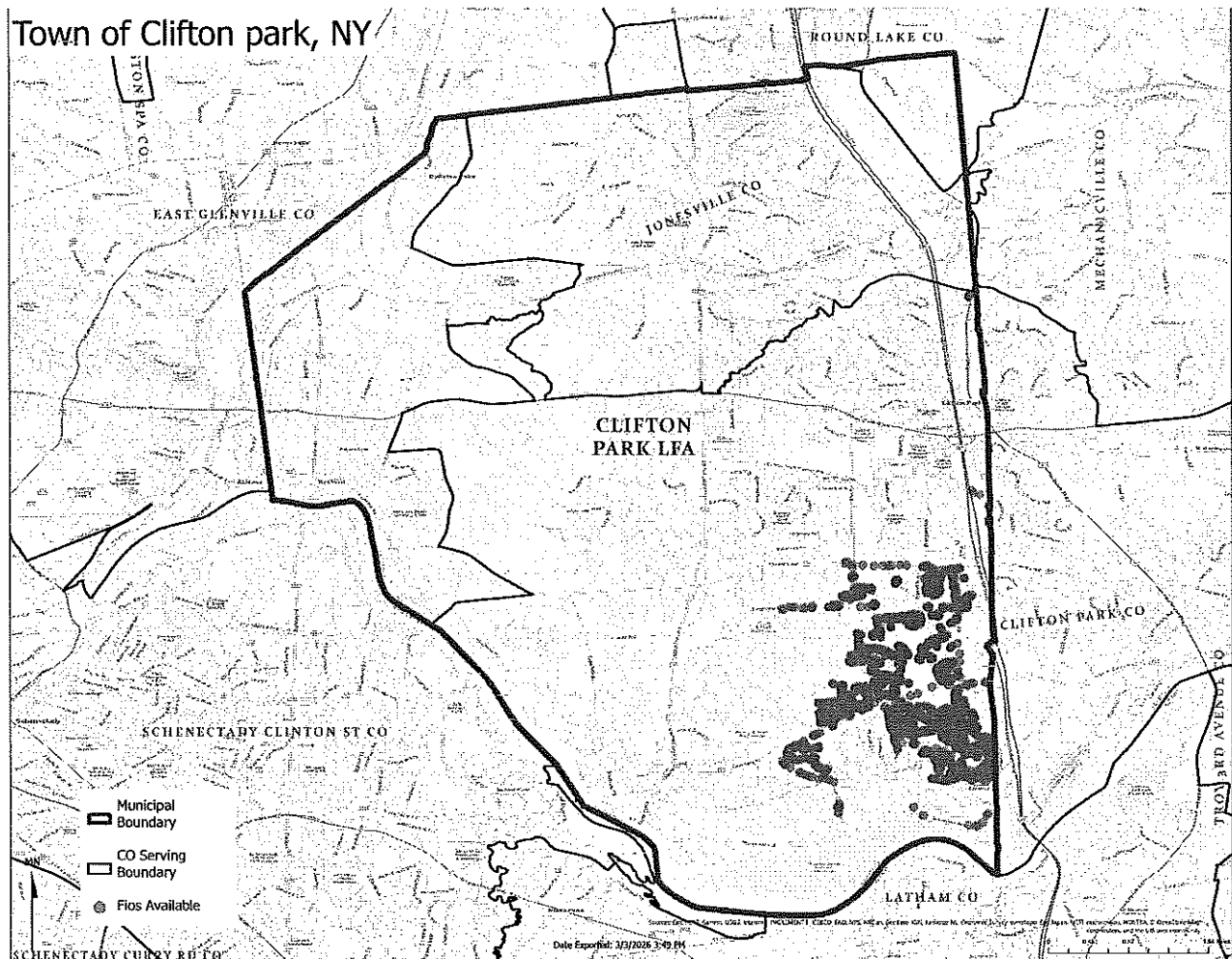


Exhibit A



RESOLUTION

#18

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. of 2026, a resolution scheduling a public hearing to consider a local law to make additions to the Town Code, to provide for enhanced Real Property tax exemptions for seriously disabled veterans residing in the Town of Clifton Park.

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

WHEREAS, New York Real Property Tax Law, Section 458-a(11) provides for certain Real Property tax exemptions for seriously disabled veterans, and

WHEREAS, the Town Board desires that a public hearing be held to consider a proposed local law implementing such exemptions authorized by Real Property Tax Law Section 458-a(11) for qualifying seriously disabled veterans residing within the Town of Clifton Park; now, therefore, be it

RESOLVED, that the Town Board of the Town of Clifton Park will hold a public hearing on Tuesday, September 1, 2026, at 7:05pm, in the Wood Memorial Meeting Room, Town Hall, One Town Hall Plaza, Clifton Park, New York, on a proposal to make additions to the Town Code authorizing the real property tax exemptions to seriously disabled veterans, pursuant to Real Property Tax Law Section 458-a(11); and be it further

RESOLVED, that the Town Clerk is hereby directed to publish notice of said Public Hearing in the official newspaper of the Town and take any other actions necessary to provide proper notice to the public pursuant to applicable laws and regulations.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, August 12, 2026 4:52 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabeed 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 #3433
Attachments: aa9d9d843caebe82_MemoSDV.pdf; 6bd2f2a1aa8dd72f_SDV_LL_Draft.docx

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

Department: Planning Department On Behalf of Town Supervisor's Office

Your Name: John Scavo

Your Email: jscavo@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 08/18/2026 ✓

Board Meeting Date: 08/18/2026 ✓

Alternate Date: 09/15/2026

Budget Number: NA

Budget Description: NA

Amount: NA

Brief Description: This resolution would set a public hearing for the consideration of the proposed local law attached, that would amend Chapter 182 of the Town Code to authorize the property tax exemption for certain seriously disabled veterans as permitted by RPTL §458-a(11). The amendment would also reorganize Chapter 182 to maintain a logical sequence of tax exemption provisions.

Additional Comments/Details: Set a public hearing for consideration of the proposed local law per the memorandum also attached for the Board's consideration

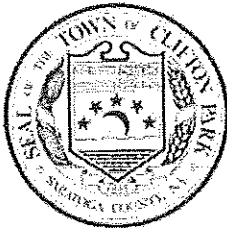
Supporting Documents:

[aa9d9d843caebe82_MemoSDV.pdf](#)

[6bd2f2a1aa8dd72f_SDV_LL_Draft.docx](#)

Agree to Terms: Agree

[unsubscribe](#)



Town of Clifton Park

Planning & Zoning Department

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

Memorandum

To: Town Board, Town of Clifton Park

From: Director of Planning and Zoning

Date: August 18, 2026

Re: Summary of Proposed Amendments to Chapter 182 – Taxation, Regarding Seriously Disabled Veterans Exemption

Purpose

The proposed local law would amend Chapter 182 of the Town Code to authorize the property tax exemption for certain seriously disabled veterans as permitted by RPTL §458-a(11). The amendment would also reorganize Chapter 182 to maintain a logical sequence of tax exemption provisions.

Creation of New Article VIII

A new Article VIII, Seriously Disabled Veterans Exemption, would be added. New sections §§182-19 through 182-22 would establish legislative intent, authorize the exemption, provide for administration by the Assessor, and incorporate state eligibility and procedural requirements.

Text Proposed for Addition

[ARTICLE VIII]

[Seriously Disabled Veterans Exemption]

[§182-19 Legislative intent.]

[§182-20 Exemption authorized.]

[§182-21 Administration.]

[§182-22 Applicability of statutory provisions.]

Renumbering of Existing Article VIII

Existing Article VIII, Receiver of Taxes-Authorized Information, would be renumbered as Article IX. Existing §182-19 Informational Inserts would become §182-23 without substantive change.

Cross-Reference Updates

Article VIII references would become Article IX references. §182-19 Informational Inserts references would become §182-23. The Code Publisher would be authorized to make non-substantive cross-reference and formatting changes.

Effect of Proposed Amendment

The amendment would establish Town participation in the seriously disabled veterans exemption and group all exemption

TOWN OF CLIFTON PARK

INTRODUCTORY LOCAL LAW NO. ____ OF 2026

A LOCAL LAW ELECTING TO PROVIDE A REAL PROPERTY TAX EXEMPTION FOR CERTAIN SERIOUSLY DISABLED VETERANS PURSUANT TO SECTION 458-a(11) OF THE NEW YORK STATE REAL PROPERTY TAX LAW

BE IT ENACTED by the Town Board of the Town of Clifton Park, Saratoga County, New York, as follows:

SECTION 1. AUTHORITY.

This Local Law is enacted pursuant to the authority granted by Section 10 of the Municipal Home Rule Law and Section 458-a(11) of the New York State Real Property Tax Law.

SECTION 2. LEGISLATIVE INTENT.

The Town Board of the Town of Clifton Park hereby finds and determines that veterans who have incurred serious disabilities as a result of their military service have made extraordinary sacrifices in service to the United States of America.

The purpose of this Local Law is to provide a real property tax exemption from Town taxes for the primary residence of a qualifying seriously disabled veteran pursuant to Section 458-a(11) of the New York State Real Property Tax Law. The Town Board further finds that extending this exemption is consistent with the Town's commitment to recognizing the sacrifices made by military veterans and their families.

SECTION 3. ADOPTION OF EXEMPTION.

The Town of Clifton Park hereby elects to adopt the exemption authorized by Section 458-a(11) of the New York State Real Property Tax Law.

A qualifying seriously disabled veteran, as defined and provided for in Section 458-a of the Real Property Tax Law, shall be entitled to an exemption from real property taxes imposed by the Town of Clifton Park on the primary residence of such veteran, in accordance with the provisions, limitations, qualifications, and requirements set forth in Section 458-a(11) of the Real Property Tax Law.

SECTION 4. ADMINISTRATION OF EXEMPTION.

The exemption authorized herein shall be administered by the Assessor of the Town of Clifton Park in accordance with Section 458-a of the Real Property Tax Law, all rules and regulations promulgated by the New York State Department of Taxation and Finance, and all applicable guidance issued by the State.

This Local Law shall apply solely to taxes levied by the Town of Clifton Park and shall not apply to taxes levied by Saratoga County, the Shenendehowa Central School District, any fire district, special district, village, or any other municipal corporation or taxing jurisdiction unless such entity separately adopts the exemption as authorized by law.

SECTION 5. SEVERABILITY.

If any clause, sentence, paragraph, section, or part of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the specific provision directly involved in the controversy in which such judgment shall have been rendered.

SECTION 6. SUPERSESSION.

To the extent that any local law, ordinance, resolution, rule, or regulation of the Town of Clifton Park is inconsistent with the provisions of this Local Law, the provisions of this Local Law shall control.

SECTION 7. EFFECTIVE DATE.

This Local Law shall take effect immediately upon filing with the New York State Secretary of State in accordance with the Municipal Home Rule Law and shall apply to assessment rolls prepared on or after the effective date hereof as provided by law.



RESOLUTION

#19

PHILIP C. BARRETT
Supervisor

•

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

•

MARIO L. FANTINI
Councilman

Resolution No. _____ 2026, a resolution approving the provisional appointment of Aaron Cote as Fire Code Enforcement Officer in the Building and Development department.

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

WHEREAS, by Resolution No. 219 of 2026, the Town Board authorized the addition of a Fire Code Enforcement Officer position for the Building and Development department, and

WHEREAS, a job posting for this position was advertised on July 8, 2026, and

WHEREAS, after interviewing Mr. Cote, Wade Schoenborn, Director of Building and Development, has recommended that Mr. Cote fill the position of Fire Code Enforcement Officer, and

WHEREAS, the appointment is provisional pending the next sitting for the civil service testing for this position; now, therefore, be it

RESOLVED, that the Town Board, hereby authorizes the provisional hiring of Aaron Cote, pending civil service examination, to fill the position of Fire Code Enforcement Officer, Grade 7, Step 1, Year 1 (\$40.09/hour - \$73,244/year), effective August 31, 2026, as per the attached Schedule A.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, August 6, 2026 9:26 AM
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; hd; Megan Babendreier
Subject: New Employee Resolution Request #3417

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

Department: Building and Development

Your Name: Wade Schoenborn

Your Email: wschoenborn@cliftonpark.org

Sponsor: Phil Barrett

Agenda Session Date: 08/18/2026 ✓

Board Meeting Date: 08/18/2026 ✓

Alternate Date: 08/18/2026

Budget Number: A-3620-EXXX

Budget Description: Building and Development

Amount: 27,200

Brief Description: Opening for a FT Fire Code Enforcement Officer to be filled by Aaron Cote.

Additional Comments/Details: Transfer \$2400 from A-3620-00074 and \$24,800 from A-03620-E0614 to A-3620-EXXX for the balance of 2026

Supporting Documents:

Agree to Terms: Agree

[unsubscribe](#)

Resolution No. 219 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 Councilman Manir, who moved its adoption, seconded by Councilwoman Reid.

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.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

July 7, 2026

Caitlin Fantini, Town Clerk

JOB POSTING

JULY 8, 2026

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

FIRE/CODE ENFORCEMENT OFFICER

DISTINGUISHING FEATURES OF THE CLASS: This is a technical position 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. 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).

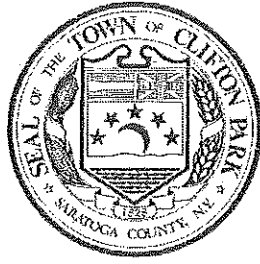
**Individuals Interested in the position should send resume and Town of Clifton Park Employment Application to Supervisor Phil Barrett through Jean Spiegel at Jspiegel@cliftonpark.org, or contact Ms. Spiegel at (518) 371-6651 ext. 240
Town applications can be found on the Town's website at cliftonparkny.gov in the document center.**

Schedule A

Town of Clifton Park
Salary Allocation
Fire/Code Enforcement Officer

		Grade	Step	Year	2026 Hourly Rate	Weeks to End of Year	Hours	Projected to End of Year
Aaron	Cote		7	1	40.09	17.8	35	\$ 24,976.07
						Rounded to:		<u>\$ 25,000.00</u>

From:	A-3620--00074	Building & Development - Overtime	\$ 200.00
	A-03620--E0614	Building & Development - S. Chase	\$ 24,800.00
To:	A-3620--EXXX	Building & Development - A Cote	<u>\$ 25,000.00</u>
			<u>\$ -</u>



RESOLUTION

#20

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 transfer and appointment of Raina Munafo from the Deputy Town Clerk position to the Principal Typist position in the Building and Development department, and to make a transfer from Contingency.

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

WHEREAS, due to the retirement of Cristi Shuhart, an opening exists for the position of Principal Typist in the Building and Development department, and

WHEREAS, a job posting for this position was advertised on July 9, 2026, and

WHEREAS, after interviewing Raina Munafo, and reviewing her qualifications, Wade Schoenborn, Director of Building and Development, has recommended that Ms. Munafo be hired to fill the position, and

WHEREAS, this position is included on the NYS Civil Service HELPS Program list (Hiring for Emergency Limited Placement Statewide), which allows agencies to fill critical positions without requiring civil service examinations, now, therefore, be it

RESOLVED, that the Clifton Park Town Board hereby authorizes the transfer from the Town Clerk's Office and the appointment of Raina Munafo, Clifton Park, NY, to fill the position of Principal Typist in the Building and Development department, moving from the non-union salary matrix to the CSEA union salary matrix, at Grade 6, Step 5, Year 1, \$39.90 per hour, \$72,897 annually, per attached Schedule A.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, August 11, 2026 11:41 AM
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; hd; Megan Babendreier
Subject: New Employee Resolution Request #3423

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

Department: Building and Development

Your Name: Wade Schoenborn

Your Email: wschoenborn@cliftonpark.org

Sponsor: Phil Barrett

Agenda Session Date: 08/18/2026 ✓

Board Meeting Date: 08/18/2026 ✓

Alternate Date: 08/18/2026

Budget Number: A-3620-EXXX

Budget Description: Building and Development

Amount: tbd

Brief Description: opening exists for a Principal Typist in Building a Development due to a retirement. Raina Munafo has interviewed and been offered the position at Grade 6 Step 5, year 1 on the Union Matrix \$72,897 (she is currently on the Non-Union Matrix as Deputy Town Clerk)

Additional Comments/Details: Comptroller to make adjustments to budget.

Supporting Documents:

Agree to Terms: Agree

[unsubscribe](#)

Town of Clifton Park
Salary Allocation

Schedule A

					2026	Weeks to End of Year	Hours	Projected to End of Year
	Grade	Step	Year	Hourly Rate				
Principal Clerk								
Raina	Munafo	6	5	1	39.90	17.40	35.00	\$ 24,299.10
effective September 1, 2026								
								\$ -
								\$ 24,299.10
						Rounded to:	<u>\$ 24,300.00</u>	
Transfer funds from:								
Contingency Account						A-01990-00015	\$ 24,300.00	
Transfer to:								
Building & Development - R Munafo						A-03620-E0655	\$ 24,300.00	

JOB POSTING

JULY 9, 2026

The Town of Clifton Park has an Opening for the position of Principal Typist in the Building and Development Office. The position is a full-time, Union position, which will be offered at a Grade 6, Steps 1-2. The starting compensation will therefore range from \$66,046-\$66,704, depending upon the experience and qualifications of the successful candidate. The Job description and minimum qualifications for the position is detailed below. The title is included on the NYS Civil Service HELPS Program list (Hiring for Emergency Limited Placement Statewide) thus will not require an exam for permanent placement.

PRINCIPAL TYPIST

GENERAL STATEMENT OF DUTIES: Independently performs difficult and responsible clerical functions which may involve the supervision of subordinate clerical staff; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: This is important clerical work which involves responsibility for the performance of the difficult and complex clerical tasks which require the skilled operation of a personal computer. An incumbent may act as secretary to the head of a large department with the duties requiring a high degree of mature judgement and expert knowledge of program policies and procedures. The work is performed in accordance with general instructions received from a superior with considerable leeway permitted for the exercise of independent judgement in carrying out individual assignments. Immediate supervision may be exercised over the work of a number of clerical assistants

EXAMPLES OF WORK: (Illustrative only)

Supervises clerical staff in handling records, filing and other clerical duties;
May act as personal secretary to a department head;
Supervises the preparation of information releases;
Independently prepares routine correspondence;
Installs standard office procedures and methods and instructs staff in their application;
Types correspondence, records and reports;
Collects information to be used as a basis for reports and memoranda and prepares summaries and reports of various phases of the agency's programs;
Keeps complex records of activities of the agency;
Under general supervision, purchases equipment and supplies;
Performs a variety of related duties in carrying out the work of the office.

REQUIRED KNOWLEDGES, SKILLS AND ABILITIES: Thorough knowledge of secretarial practices; thorough knowledge of the office practices and procedures; thorough knowledge of supervisory practices and procedures; ability to type accurately at a satisfactory rate of speed; ability to understand and interpret written material; ability to get along well with others; good judgement; initiative and resourcefulness; tact and courtesy; neat appearance; good physical condition.

MINIMUM QUALIFICATIONS:

- A. A two-year degree in Secretarial Science and 2 (two) years of clerical experience including the operation of a personal computer; OR
- B. Graduation from High School or a GED and 4 (four) years of clerical experience which shall involved the operation of a personal computer; OR
- C. Any equivalent combination of training and experience.

**Individuals Interested in the position should send resume and Town of Clifton Park Employment Application to Supervisor Phil Barrett through Jean Spiegel at Jspiegel@cliftonpark.org, or contact Ms. Spiegel at (518) 371-6651 ext. 240
Town applications can be found on the Town's website at cliftonparkny.gov in the document center.**