



TOWN OF CLIFTON PARK TOWN BOARD MEETING

September 01, 2026

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



ONLINE BOARD MEETINGS

- I. Call to Order/7:00 P. M. – Wood Room, Town Hall**
- II. Pledge to Flag**
- III. Roll Call**
- IV. Approval of Town Board Minutes**
- V. Communications/Announcements**
- VI. Open Public Privilege**
- VII. Business**
 - **Recognition of Patriot Day 2026**
 - **Presentation- Certificate of Recognition to Ethan Hadders, 2026 PDGA Junior World Champion and Amateur World Champion**
 - **Public Hearing- 7:02pm: Reconvening of 7/21/2026 adjourned Public Hearing related to the proposal to extend the moratorium on cannabis cultivation**
 - **Public Hearing- 7:05pm: Proposed Real Property tax exemptions for seriously disabled veterans residing in the Town of Clifton Park**
 - **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

DRAFT

Local Law No. of 2026

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

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

SECTION I. SHORT TITLE.

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

SECTION II. LEGISLATIVE FINDINGS AND INTENT.

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

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

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

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

SECTION III SCOPE OF CONTROL

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

SECTION IV APPEAL PROVISIONS

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

SECTION V PENALTIES

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

SECTION VI VALIDITY

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

SECTION VII SUSPENSION OF OTHER LAWS

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

SECTION VIII EFFECTIVE DATE

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

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF 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.

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on Tuesday, September 1, 2026, at 7:05 PM in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York, whereas, the Town Board wishes to consider establishing a 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, pursuant to Real Property Tax Law Section 458-a(11).

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

Caitlin Fantini,
Clifton Park Town Clerk

Amendment to Town Code Chapter 182 Taxation: Add new Article VIII in place of current Article VIII

Article VIII Exemption for certain seriously Disabled Veterans

SECTION 182-9. 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 182-20. 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 182-21. 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 182-22. 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 182-23. 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 182-24. 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.

Amend/renumber current Article VIII entitled Receiver of Taxes-Authorized Information and renumber as new Article IX, and renumber current Section 182-19 as Section 182-25.

Resolutions for Consideration
Clifton Park Town Board Meeting
September 01, 2026

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Town Board	Recognition of Patriot Day 2026 – 25th Anniversary of September 11th, 2001	P. Barrett
2. Town Board	Adopt Local Law No. __ of 2026, to extend the moratorium on cannabis cultivation	P. Barrett
3. Town Board	Adopt LL No. __ of 2026 to amend Town Code Chapters 73 and 208 regarding Short-term rentals	M. Fantini
4. Town Board	Authorize the engagement of Bartliff, Pontiff, Stewart & Rhodes for professional services related to the Concrete Batch Plant moratorium analysis	Z. Manir
5. Buildings & Grounds	Authorize Otis Elevator to replace the emergency car light battery and a hydraulic plunger packing on the Town Hall elevator	P. Barrett
6. Highway	Authorize a Halloween Parade event on October 17, 2026 (rain date October 18, 2026) on Willowbrook Lane	D. Bull
7. Highway	Authorize declaration of equipment as surplus to be sold using online auction	D. Bull
8. Safety & Security	Authorize hiring of Anton Miorin and Darren Semprebon as Part-time Security Officers	N. Bellamy
9. Planning	Authorize the Town Supervisor to execute an Undertaking Agreement for NYS DOT, related to the deployment of two (2) variable message boards advising drivers of the opening of the new Shenendehowa Kindergarten School building	P. Barrett



RESOLUTION

#1

PHILIP C. BARRETT
Supervisor

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AGATHA REID
Councilwoman

ZABED MANIR
Councilman

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NANCY R. BELLAMY
Councilwoman

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MARIO L. FANTINI
Councilman

Resolution No. ____ of 2026, a resolution honoring the 25th Anniversary of the September 11, 2001 terrorist attacks, remembering those who lost their lives, and expressing gratitude to the First Responders, Military Members, Volunteers, and all who served in the aftermath.

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

WHEREAS, on September 11, 2001, our nation endured one of the darkest days in its history when coordinated terrorist attacks claimed the lives of nearly 3,000 innocent Americans at the World Trade Center, the Pentagon, and aboard United Airlines Flight 93; and

WHEREAS, the attacks forever changed our nation and left an enduring impact on countless families, communities, and first responders, while demonstrating both the devastating consequences of hatred and the extraordinary resilience of the American people; and

WHEREAS, the year 2026 marks the twenty-fifth anniversary of these tragic events, providing an important opportunity to pause, reflect, and reaffirm our commitment that the sacrifices made and lives lost on September 11, 2001, will never be forgotten; and

WHEREAS, the Clifton Park Town Board remembers with profound respect the innocent victims of the attacks and honors the courage and strength of their families, who continue to carry their loved ones' memories forward; and

WHEREAS, we express our deepest gratitude to the firefighters, law enforcement officers, emergency medical personnel, military members, public employees, construction workers, healthcare professionals, volunteers, and countless others who responded with extraordinary courage and selflessness on September 11 and throughout the days, weeks, and months that followed, often placing themselves in harm's way in service to others; and

WHEREAS, we also recognize those whose lives have been forever changed by illnesses and injuries resulting from their service at the attack sites and recovery efforts, and we remain grateful for their sacrifices and unwavering dedication to our nation; and

WHEREAS, the events of September 11 reminded all-Americans of the enduring values of courage, service, compassion, unity, and love of country that define our nation even in its most difficult moments; now, therefore, be it

RESOLVED, that the Clifton Park Town Board hereby commemorates the twenty-fifth anniversary of the September 11, 2001 terrorist attacks by honoring the memory of all who lost their lives, recognizing the courage and sacrifice of all who responded, and expressing its enduring gratitude to every individual who answered the call to serve during one of our nation's greatest times of need; and be it further

RESOLVED, that the Town Board encourages all residents of Clifton Park to observe this solemn anniversary through remembrance, acts of service, community reflection, and renewed

appreciation for the first responders, military personnel, and all those whose courage and compassion exemplified the very best of America; and be it further

RESOLVED, that the Clifton Park Town Clerk shall transmit copies of this Resolution to the Saratoga County Sheriff's Office, Saratoga County Emergency Services, Saratoga County Fire Advisory Board, Saratoga County EMS Council, local fire departments, police agencies, emergency medical service providers, veterans organizations, and other appropriate organizations throughout Saratoga County and the Town of Clifton Park as a lasting expression of the Town's gratitude and remembrance.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, August 19, 2026 8:51 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 #3443

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

Department: Supervisor's Office

Your Name: Jean Spiegel

Your Email: jspiegel@cliftonpark.org

Sponsor: Phil Barrett

Agenda Session Date: 09/01/2026 ✓

Board Meeting Date: 09/01/2026 ✓

Alternate Date: 09/01/2026

Budget Number: na

Budget Description: na

Amount: 0

Brief Description: A resolution to commemorate the 25th Anniversary of 9/11.

Materials to follow

Additional Comments/Details: Materials to follow

Supporting Documents:

Agree to Terms: Agree

[unsubscribe](#)



RESOLUTION

#2

PHILIP C. BARRETT
Supervisor

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AGATHA REID
Councilwoman

ZABED MANIR
Councilman

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NANCY R. BELLAMY
Councilwoman

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MARIO L. FANTINI
Councilman

Resolution No _____ of 2026, a resolution adopting a local law to establish and extend a 180-day moratorium on commercial and industrial cannabis warehousing, processing and cultivation within Clifton Park.

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

WHEREAS, on March 31, 2021, the New York State Legislature passed the Marijuana Regulation and Taxation Act (MRTA), legalizing adult-use cannabis, and

WHEREAS, by local law No. 9 of 2021, the Town Board authorized opting out of permitting cannabis dispensaries and facilities for consumption of marijuana products within Clifton Park, and

WHEREAS, the Town recognizes the interest in cannabis warehousing, processing and cultivation operations, as well as their potential impacts on the Town's infrastructure, environment, and community character, and

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

WHEREAS, the Town Board previously established a 180-day moratorium on commercial and industrial cannabis warehousing, processing and cultivation within Clifton Park; and

WHEREAS, an extension of the moratorium is necessary in order to address amendments to the Town Code regarding commercial and industrial cannabis warehousing, processing; and

WHEREAS, on July 21, 2026, the Town Board held a Public Hearing on a proposal to impose and extend a 180-day moratorium on cannabis warehousing, processing, and cultivation operations to provide sufficient time to study and address any concerns, including but not limited to, zoning, environmental impacts, public safety, and economic implications of such operations, and this Public Hearing was adjourned and reconvened on September 1, 2026, and

WHEREAS, said Public Hearing was concluded, and

WHEREAS, the Saratoga County Planning Board has reviewed the proposal pursuant to Section 239-m of the NYS General Municipal Law, finding that the proposal serves the community's interest with the findings of the County Planning Board included in the minutes of the aforesaid Public Hearing; now, therefore, be it

RESOLVED, that Local Law No. ____ of 2026 a local law to establish and extend a 180-day moratorium on commercial and industrial cannabis warehousing, processing and cultivation within Clifton Park, per the attached, is hereby adopted; and be it further

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

Local Law No. of 2026

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

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

SECTION I. SHORT TITLE.

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

SECTION II. LEGISLATIVE FINDINGS AND INTENT.

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

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

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

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

SECTION III SCOPE OF CONTROL

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

SECTION IV APPEAL PROVISIONS

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

SECTION V PENALTIES

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

SECTION VI VALIDITY

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

SECTION VII SUSPENSION OF OTHER LAWS

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

SECTION VIII EFFECTIVE DATE

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



RESOLUTION

#3

PHILIP C. BARRETT
Supervisor

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AGATHA REID
Councilwoman

ZABED MANIR
Councilman

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NANCY R. BELLAMY
Councilwoman

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MARIO L. FANTINI
Councilman

Resolution No. of 2026, a resolution adopting a local law to amend Town Code Chapters 73 and 208 regarding short-term rentals.

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

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

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

WHEREAS, on May 5, 2026, the Town Board conducted a public hearing on the proposed regulation of short-term rentals, and members of the public were provided an opportunity to speak in favor or against the proposal; now; therefore, be it

RESOLVED, that Local Law No. __ of 2026, a local law to amend Town Code Chapters 73 and 208, as detailed in the attached, is hereby adopted; and be it further

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

§208-7 Definitions and word usage

SHORT-TERM RENTAL

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

§73-1 Definitions.

SHORT-TERM RENTAL

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

§73-3.1 **SHORT-TERM RENTALS**

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

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

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



RESOLUTION

#4

PHILIP C. BARRETT
Supervisor

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AGATHA REID
Councilwoman

ZABED MANIR
Councilman

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NANCY R. BELLAMY
Councilwoman

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MARIO L. FANTINI
Councilman

Resolution No. __ of 2026, a resolution authorizing the retainment of Bartliff, Pontiff, Stewart, & Rhodes for professional services related to the Concrete Batch Plant moratorium analysis.

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

WHEREAS, the Town Board, by Resolution No. 232 of 2026, directed the Planning Department to solicit proposals from as many as three (3) law firms or consulting teams for the consultation and analysis of matters concerning the enactment of a moratorium on concrete batch plants in the Town of Clifton Park, and

WHEREAS, Bartliff, Pontiff, Stewart & Rhodes submitted the sole proposal, attached, and

WHEREAS, John Scavo, Director of Planning & Zoning, has reviewed the proposal and recommends accepting the proposal submitted by Bartliff, Pontiff, Stewart & Rhodes; now, therefore, be it

RESOLVED, that the firm of Bartliff, Pontiff, Stewart & Rhodes be retained by the Town of Clifton Park Town Board for this purpose, and that the Town Supervisor is authorized to enter into an agreement for these services effective immediately.

Resolution No.232 of 2026, a resolution authorizing the appropriation of funds for the Concrete Batch Plant Moratorium analysis, moratorium schedule and plan.

Introduced by Councilman Manir, who moved its adoption, seconded by Councilman Fantini.

WHEREAS, the Town Board has adopted a moratorium on Concrete Batching Facilities to allow for a comprehensive review of the Town's existing land use regulations and to determine whether amendments to the Town Code are warranted to address this type of industrial use, and

WHEREAS, planning expertise is recommended to assist with technical use considerations, with an emphasis on legal defensibility of action heretofore taken, actions contemplated or to be taken, zoning authority, legislative findings and compliance with procedural requirements under SEQRA and other applicable sections of New York State Law, all as outlined and set forth in the attached memo addressed to the Town Board from John P. Scavo, Director of Planning and Zoning, dated July 15, 2026; now, therefore, in order to address these matters, it is

RESOLVED, that the Town Board retain counsel with substantial experience in:

- New York land use and zoning law;
- Municipal home rule authority;
- Zoning moratoria and interim development controls;
- State Environmental Quality Review Act (SEQRA);
- Drafting and defense of zoning regulations;
- Legislative record development; and
- Municipal litigation involving land-use matters

; and be it further

RESOLVED, that the Town Attorney **and Planning Board Director** shall consider and evaluate as many as three law firms or consulting teams with the above stated experience and expertise and after evaluation, choose the most qualified, in his opinion, firm or consultancy group, to provide this required expertise to the Town of Clifton Park, and specifically to the Town Board, the Town Planning Board and the Town Zoning Board of Appeals; and be it further

RESOLVED, that the chosen law firm or consulting group shall provide to the Town Board, a list of legal and procedural benchmarks detailing the following:

- Procedural challenges;
- Due process claims;
- Equal protection arguments;
- Spot zoning allegations;
- Claims of project-specific targeting;
- Vested rights issues;
- Taking Claims; and
- General Municipal Law §239 referral considerations.

; and be it further

RESOLVED, that an amount of \$30,000.00 be transferred from A-00914 (General Fund-Unappropriated Fund Balance), with a transfer to A-08020-00015 (General Fund – Planning Board – Other Contractual), to pay for these services.

Motion to Amend the resolution by Councilman Manir, seconded by Councilman Fantini.

ROLL CALL VOTE TO AMEND

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

Noes: None

MOTIONED ADOPTED

ROLL CALL VOTE ON THE AMENDED RESOLUTION

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

Noes: Supervisor Barrett

DECLARED ADOPTED

July 21, 2026

Caitlin Fantini, Town Clerk

RETAINER AGREEMENT FOR LEGAL SERVICES

This Agreement effective the ____ day of July, 2026, between the **Town of Clifton Park**, a municipal corporation with its office at 1 Town Hall Plaza, Clifton Park, New York 12065 (hereinafter "the Town") and **Bartlett, Pontiff, Stewart & Rhodes, P.C.**, with its office at One Washington Street, Post Office Box 2168, Glens Falls, NY 12801-2168 (hereinafter "the Firm").

1. GENERAL. The Town hereby agrees to retain the Firm as its attorneys and counselors at law to provide legal services as hereinafter specified, and the Firm agrees to provide said services upon the terms and conditions set forth herein.
2. TERM OF AGREEMENT. The term of this Agreement shall be from July 21, 2026 through _____.
3. SERVICES TO BE PROVIDED BY FIRM.
 - (a) The Firm will assist in managing the moratorium relative to the concrete batch plant as approved in 2026.
4. FEES.
 - (a) The Town agrees to pay the Firm an hourly rate for these services which will be \$250.00 per hour for principal attorneys, \$190 per hour for associate attorneys, and \$100.00 per hour for paralegals.
5. DISBURSEMENTS. The Town shall pay or reimburse the Firm upon request the following disbursements:
 - (a) Postage. The exact amount of postage incurred including overnight delivery charges.

(b) Travel expenses. The Town shall not be required to pay the travel expenses of the Firm to and from the Town office buildings. The Town shall pay the actual mileage of the Firm at the current IRS rate per mile for court appearances or travel to and from other locations as are necessary and incidental to the representation of the Town.

(c) Online Legal Research Service. The Firm shall bill the Town at a flat rate of \$50.00 per search.

(d) The Town shall pay or reimburse the Firm for the actual expense of all court filing fees, witness fees, stenographer fees and photocopies if done by an outside source.

6. BILLING. The Firm shall submit its bills to the Town on a monthly basis. The Firm shall include in its billing a detailed explanation of the services rendered, by whom rendered, and disbursements incurred by the Firm. The Town shall pay the fees and disbursements due within thirty (30) days of receipt.

7. CANCELLATION. Either party may cancel this agreement upon thirty (30) days written notice.

8. SEVERABILITY. In the event any term or provision of this Agreement is deemed void or unenforceable, the remainder of this Agreement and the application of such provision, other than to the extent it is held invalid, will not be invalid or affected thereby.

9. GOVERNING LAW. This Agreement has been executed and delivered in the State of New York and shall be governed by and interpreted in accordance with the laws of the State of New York.

10. ARBITRATION. In the event a dispute arises between the Firm and the Town relating to the Firm's fees, the Town has the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided upon request.

11. WAIVER. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

12. ALTERATION OR AMENDMENT. This Agreement may not be altered, amended, changed or modified in any respect or particular except by a writing signed by all of the parties hereto.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties and shall not be modified except by a subsequent written Agreement executed by the authorized representatives of the parties hereto.

14. AUTHORITY. Each of the persons signing below warrants that he or she is duly authorized to sign this Agreement on behalf of the party for which he or she is signing.

15. NON-ASSIGNMENT. This Agreement may not be assigned without the written consent of the Town of Clifton Park.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties
hereto the day and year written opposite their respective signatures.

TOWN OF CLIFTON PARK

Date: _____ By: _____

BARTLETT, PONTIFF, STEWART & RHODES, P.C.

Date: _____, 2026



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 authorizing Otis Elevator to replace the emergency car light battery and a hydraulic plunger packing in the Town Hall elevator.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks and Recreation, recommends that the emergency car light battery and hydraulic plunger packing in the Town Hall elevator be replaced as both items were noted during a routine safety and operation inspection of the elevator, and

WHEREAS, Mr. Clemens advises that the elevator has proprietary parts and Otis Elevator is the Town's elevator service and maintenance company, and

WHEREAS, Mr. Clemens recommends that the quote from Otis Elevator be accepted in an amount not to exceed \$6,600.00; now, therefore, be it

RESOLVED, that the Director of Buildings, Parks and Recreation is hereby authorized to accept the quote from Otis Elevator to replace the emergency car light battery and hydraulic plunger packing in the Town Hall elevator, at a cost not to exceed \$6,600, to be paid from A-1620-0200 (General Fund – Town Hall Operations – Equipment).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, August 5, 2026 8:57 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 #3415
Attachments: 36d2453508cf9b5d_Town_Hall_Elevator_repairs_8.4.26.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: 09/01/2026 ✓

Alternate Date: 09/15/2026

Budget Number: A-1620-024

Budget Description: General Fund - Town Hall Operations - Rep & Mtnc Bldg

Amount: \$6,600.00

Brief Description: Authorize Otis Elevator to replace the emergency car light battery and a hydraulic plunger packing on the town hall elevator.

Additional Comments/Details: These items were found during a routine safety and operation inspection.

Supporting Documents:

[36d2453508cf9b5d_Town_Hall_Elevator_repairs_8.4.26.pdf](#)

Agree to Terms: Agree

[unsubscribe](#)

Cynthia Zlogar

From: Dan Clemens
Sent: Thursday, August 27, 2026 9:31 AM
To: Cynthia Zlogar
Subject: elevator repair resolution

Cindy,

Otis Elevator resolution request. This is an elevator specific repair that is needed for the hydraulic pump that operates the elevator. I need to have an elevator company do the work and Otis is the type of elevator we have, and they are certified to do the work. They are the Towns service and maintenance company. Therefore, I have only one quote for this resolution.

Thanks, Dan

Daniel J. Clemens

Director of Buildings, Parks, and Recreation

Town of Clifton Park, NY

O: 518-371-6651 ext. 248

C:518-281-5065

dclemens@cliftonpark.org



Otis Service and Repair Order

8/4/2026

CUSTOMER NAME

CLIFTON PARK TOWN HALL
ONE TOWN HALL PLAZA
CLIFTON PARK, NY 12065

OTIS ELEVATOR COMPANY

20 LOUDONVILLE ROAD,
ALBANY, NY 12204

OTIS CONTACT

Kathleen Haughey
Phone: +1 (609) 313-6880
Email:
Kathleen.Haughey@otis.com

PROJECT LOCATION

CLIFTON PARK TOWN HALL
1 TOWN HALL PLZ
CLIFTON PARK, NY 12065-3610

PROPOSAL NUMBER

QTE-002508713

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
B01009	ONLY

SCOPE OF WORK**EMERGENCY CAR LIGHT BATTERY**

We will furnish and install a new battery for the existing emergency car light.

PACKING REPLACEMENT

The hydraulic plunger packing will be removed, the stuffing box cleaned and new packing of the proper type installed to reduce unnecessary creepage of the car away from the landing.

Any oil that must be disposed is the responsibility of the customer. Should the referenced unit listed above have a telescopic jack configuration, inverted or standard, extra costs for packing replacement will apply and may not be included in the price listed below.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

Your account representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above. The price quoted below does not include sales tax and is valid for 30 days from the date specified above. The work will be scheduled based on the availability of material and manpower to complete the job efficiently.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included. If additional labor and material are needed, a supplemental proposal will be sent.

OTIS SERVICE AND REPAIR ORDER

PRICE

\$6,600.00 ✱

Six thousand six hundred dollars

This price is based on a **one hundred** percent **(100%) downpayment** in the amount of \$6,600.00.

PAYMENT TERMS:

- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

SUGGESTED BY: ALHU ABDULMAGID

TITLE: Mechanic

PURCHASE ORDER INFORMATION

We strive to provide the best service to you!

Please be sure to provide your purchase order information to prevent any delays.

Thank you!

Purchase Order Required: Yes ☐ No ☐

Purchase Order Number: _____

Purchase Order Amount: _____

Accounts Payable Contact Name: _____

Accounts Payable Contact Email: _____

Phone number: _____

Accepted in Duplicate

CLIFTON PARK TOWN HALL

OTIS Elevator Company

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Thomas Salzberg

Title: _____

Title: Director & GM, Upstate New York

Email: _____

Email: _____

Company Name: CLIFTON PARK TOWN HALL

☐ Principal, Owner or Authorized Representative of
Principal or Owner

☐ Agent _____
(Name of Principal or Owner)

OTIS SERVICE AND REPAIR ORDER

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described. Furthermore, you agree that the agreed price is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to commodity, fuel, tariff, and/or shipping transportation cost increases.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. In the event the work is not completed within 180 calendar days from your original authorization to proceed through no fault of Otis, Otis may notify you of an updated price – which may be accepted or rejected by you. If rejected, Otis will not be required to perform work, and no amounts will be due and payable by you hereunder except amounts for any labor, services, or materials that had already been furnished or procured by Otis prior to notice of price increase. If you are not notified of a new price by Otis, then the parties' obligations will be unchanged and each party will be required to perform their obligations hereunder.
5. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
6. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
7. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
8. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
9. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
10. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the

equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.

THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

11. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
12. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Otis harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Otis' sole negligence. In the event that Otis is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Otis' sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Otis a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least \$2,000,000 for personal injury or death, and \$2,000,000 for property damage, naming Otis as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Otis. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Otis. You shall provide Otis with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
13. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
14. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
15. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
16. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
17. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.



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 residents of Country Knolls, Woodstead Section, to use Willowbrook Lane for a Children's Halloween Parade.

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

WHEREAS, residents of Country Knolls have requested the use of the Town of Clifton Park roadways as specified in the attachment hereto, for the purpose of holding a Halloween Parade on Saturday, October 17, 2026, with a rain date of Sunday, October 18, 2026; and

WHEREAS, the parade will run on Willowbrook Lane, between Hatlee Road and Woodstead Road, between the hours of 2:00 PM and 5:00 PM; and

WHEREAS, the event will allow the children of the neighborhood to display their costumes with friends and family; and

WHEREAS, the event sponsors have coordinated with the Town's Highways Superintendent for the safe use of Town roads, as well as placing signs to notify local neighbors of the event; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the residents of Country Knolls, Woodstead Section to use Willowbrook Lane for the purpose of holding a Children's Halloween Parade on Saturday, October 17, 2026, from 2:00pm – 5:00pm, with a rain date of Sunday, October 18, 2026, and be it further

RESOLVED, that this approval is expressly conditioned upon the roads not being closed, but neighborhood volunteers are permitted to temporarily stop traffic at each end of the parade route in the event emergency services are required.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, August 11, 2026 1:53 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagnielo; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #3426

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: 09/01/2026 ✓

Alternate Date: 09/15/2026

Budget Number: NA

Budget Description: NA

Amount: NA

Brief Description: Resolution No. of 2026, a resolution authorizing the residents of Country Knolls, Woodstead Section, to use Town Willowbrook Drive for a Children's Halloween Parade.

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

WHEREAS, Residents of Country Knolls have requested the use of the Town of Clifton Park roadways as, specified in the attachment hereto, for the purpose of holding a Halloween Parade on Saturday, October 17th with a rain date of Sunday, October 18th, 2026; and

WHEREAS, the parade will occur on Willowbrook Drive, between Hatlee Road and Woodstead Road between the hours of 2:00 PM and 5:00 PM; and

WHEREAS, the event will allow the children of the neighborhood to show off their costumes with friends and family; and

WHEREAS, the event sponsors have coordinated with the Town's Highways Superintendent for the safe use of Town road, as well as placing signs to notify local neighbors of the event; now, therefore, be it RESOLVED, that the Town Board hereby authorizes the residents of Country Knolls, Woodstead Section for the purpose of holding a Children's Halloween Parade, and be it further RESOLVED, that this approval is expressly conditioned upon the roads not being closed, but neighborhood volunteers are permitted to temporarily stop traffic at each end of the parade route in the event emergency services are required.

Additional Comments/Details: Annual Event held by the neighborhood families!

Supporting Documents:

Agree to Terms: Agree

[unsubscribe](#)



RESOLUTION

#7

ZABED MANIR
Councilman

PHILIP C. BARRETT
Supervisor

NANCY R. BELLAMY
Councilwoman

AGATHA REID
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. __ of 2026, a resolution authorizing the sale of equipment declared surplus by the Town Board and Highway Department to sell the surplus equipment at public auction.

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

WHEREAS, Dahn Bull, Highway Superintendent, has identified vehicles/equipment per the below list, as surplus property:

<u>Unit</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN/Info</u>
#60	1997	INTER	6-wheel dump plow	1HTGEAUR2VH442093
#61	2000	INTER	6-wheel dump plow	1HTGEAHR7YH250456
#64	2001	INTER	6-wheel dump plow	1HTGEAHR71H355486
#66	2002	INTER	6-wheel dump plow	1HTGEAHR62H513043
#15	2004	INTER	6-wheel dump plow	1HTWZAHR14J080100
#8	2003	FREIGHT	6-wheel dump plow	1FVABXAK33HK47319
#68	2007	INTER	10-wheel dump plow	1HTWYAHT97J424162
#45	2010	FORD	1 ton dump truck	1FDWW3GYXAEA80767

, and

WHEREAS, based upon the recommendation of Mr. Bull, and Highway Department Staff, the Town Board declares the items on the above list as surplus: now, therefore, be it

RESOLVED, that the Town Board authorizes the Highway Department to sell the surplus equipment listed above, as is, through an upcoming online public auction.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, August 12, 2026 11:54 AM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabeed 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 #3431

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: 09/01/2026 ✓

Alternate Date: 09/01/2026

Budget Number: NA

Budget Description: NA

Amount: NA

Brief Description: Resolution No. _____ of 2026, a resolution authorizing the sale of equipment declared surplus by the Town Board and Highway Department to sell the surplus equipment at public auction.

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

WHEREAS, Dahn Bull, Highway Superintendent has identified vehicles/equipment per the below list, as surplus property,

Unit Year Make Model VIN/Info

#60 1997 INTER 6-wheel dump plow 1HTGEAUR2VH442093

#61 2000 INTER 6-wheel dump plow 1HTGEAHR7YH250456

#64 2001 INTER 6-wheel dump plow 1HTGEAHR71H355486

#66 2002 INTER 6-wheel dump plow 1HTGEAHR62H513043

#15 2004 INTER 6-wheel dump plow 1HTWZAHR14J080100

#8 2003 FREIGHT 6-wheel dump plow 1FVABXAK33HK47319

#68 2007 INTER 10-wheel dump plow 1HTWYAHT97J424162

#45 2010 FORD 1 ton dump truck 1FDWW3GYXAEA80767

And,

WHEREAS, based upon the recommendation of Mr. Bull and Highway Department Staff, the Town Board declares the items on the attached list as surplus: now, therefore, be it

RESOLVED, that the Town Board authorizes the Highway Department to sell the surplus equipment, as is, through an upcoming online public auction.

Additional Comments/Details: None at this time.

Supporting Documents:

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 authorizing the hirings of two (2) Part-time Security Officers in the Safety & Security Department.

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

WHEREAS, vacancies exist for Part-time Security Officers, and

WHEREAS, Acting Director of Safety & Security, Sharon Simmons, Councilwoman Nancy Bellamy and Deputy Supervisor Reid have interviewed Anton Miorin and Darren Semprebon, and all have recommended that Mr. Miorin and Mr. Semprebon be hired as Part-time Security Officers, 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 Town Board authorizes the hirings of Anton Miorin and Darren Semprebon as a Part-time Security Officers, each to be paid at Grade 5, Step 1, \$28.59/hr, from A-3120-E4010 (General Fund – Law Enforcement – Part-time Security Officer), effective immediately.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, August 24, 2026 11:55 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 #3448

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

Department: Safety and Security

Your Name: Sharon Simmons

Your Email: ssimmons@cliftonpark.org

Sponsor: Nancy Bellamy

Agenda Session Date: 09/01/2026 ✓

Board Meeting Date: 09/01/2026 ✓

Alternate Date: 09/01/2026

Budget Number: A-3120-E4010

Budget Description: PT Security Officers

Amount: \$12,000

Brief Description: Hire Anton Miorin of 25 Manchester Dr, Clifton Park, as a part-time Security Officer at a Grade 5 Step 1, \$28.59 per hour.

Additional Comments/Details: Due to the security department being so short-handed, I am asking that this be put through as soon as possible.

Supporting Documents:

Agree to Terms: Agree

[unsubscribe](#)

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, August 24, 2026 11:55 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 #3449

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

Department: Safety and Security

Your Name: Sharon Simmons

Your Email: ssimmons@cliftonpark.org

Sponsor: Agatha Reid

Agenda Session Date: 09/01/2026 ✓

Board Meeting Date: 09/01/2026 ✓

Alternate Date: 09/01/2026

Budget Number: A-3120-E4010

Budget Description: PT Security Officers

Amount: \$12,000

Brief Description: Hire Darren Semprebson of 9 Marlboro Dr., Clifton Park, as a part-time Security Officer at a Grade 5 Step 1, \$28.59 per hour.

Additional Comments/Details: Due to the security department being so short-handed, I am asking that this be put through as soon as possible.

Supporting Documents:

Agree to Terms: Agree

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RESOLUTION

#9

PHILIP C. BARRETT
Supervisor

•

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

•

MARIO L. FANTINI
Councilman



UNDERTAKING

For the benefit of

The New York State Department of Transportation

In connection with work affecting state highways

(For use by New York municipalities and federal agencies)

WHEREAS, the undersigned Town of Clifton Park (Municipality, County, Town, City or Village, or any agency of the federal government, hereinafter referred to as "Permittee") from time to time receives permits from the New York State Department of Transportation (hereinafter referred to as the "NYSDOT") and otherwise conducts activities and operations upon highways and/or within right-of-way controlled by the State of New York for such purposes as the obstruction, installation, construction, maintenance and/or operation of facilities; and

WHEREAS, Permittee's access and operation upon state right-of-way is conditioned upon compliance with Highway Law Sections 52, 103, 203 and/or 234, including the conditions that Permittee assume all responsibility for (a) the temporary control of all modes of traffic (including motorized and non-motorized travel) affected by Permittee's operations, (b) complete restoration of state facilities to their condition prior to permitted use or activity, and (c) all claims, damages, losses and expenses,

NOW, THEREFORE, in relation to all operations and/or actions undertaken within state right-of-way, Permittee hereby agrees to the following terms and conditions:

1. Permit Applications. Excepting only activities undertaken to protect public safety because of emergency conditions or incidents, Permittee shall provide timely written notice to NYSDOT of operations or activities affecting state right-of-way. Under normal circumstances, a minimum of five business days notice shall be provided. Notification of emergency activities shall be provided to NYSDOT as soon as practicable after the activity. The Permittee shall apply for project-specific permits for activities not allowed under any existing annual permit. Such application shall identify proposed project locations, desired dates/hours, proposed work/activities, traffic control, and site restoration

2. Applicable Rules, Regulations & Conditions. Permittee shall comply with all of the laws, rules and regulations applicable to construction, maintenance activities and operations and shall further comply with such terms and conditions that may be imposed by NYSDOT in connection with permitted activity or operations. Temporary Traffic Control, highway safety appurtenances, and restoration of state facilities shall be completed in accordance with NYSDOT regulations and standards.

3. Site Restoration. Permittee shall, at its own expense, promptly complete the work allowed under each permit and, within a reasonable time, restore State property damaged by its work/activities to substantially the same or equivalent condition as existed before such work was begun as determined by the Commissioner or his/her designee. In the event that the Permittee fails to so restore damaged State property within what the Commissioner deems to be a reasonable time, the Commissioner, after giving written notice to the Permittee, may restore the property to substantially the same or equivalent condition as existed before the Permittee's work/activities, in which case, Permittee agrees to reimburse the reasonable expenses in connection therewith.

4. Payment & Release of Liens. Permittee shall be responsible for the payment of all costs and materials relating to its work in the public right-of-way, and agrees to defend and save harmless NYSDOT against any and all lien claims made by persons supplying services or materials to Permittee in connection with Permittee's work.

5. Indemnity. In addition to the protection afforded to NYSDOT under any available insurance, NYSDOT shall not be liable for any damage or injury to the Permittee, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee's activities or operations, whether undertaken by Permittee's own forces or by contractors or other agents working on Permittee's behalf. To the fullest extent permitted by law, the Permittee agrees to defend, indemnify and hold harmless the State of New York, NYSDOT, and their agents from and against all claims, damages, losses and expenses, including but not limited to, claims for personal injuries, property damage, wrongful death, and/or environmental claims and attorney fees arising out of any such claim, that are in any way associated with the Permittee's, activities or operations under any and all permits issued using this Undertaking.

FURTHERMORE, Permittee hereby warrants that the obligations of this Undertaking are backed by the full faith and credit of Permittee. Permittee may insure or bond any of the obligations set forth herein, or may rely upon self-insurance, budgeted funds, or funds for general operations.

This Undertaking shall be applicable to all permitted activities and operations undertaken after the date of execution and work initiated while this Undertaking is in effect. This Undertaking may be revoked by the Permittee or rejected by NYSDOT upon thirty days written notice but will continue to apply to all permitted activities/operations that were permitted by virtue of this Undertaking. Unless terminated for the purpose of future activities/operations, this Undertaking shall have a term of twenty (20) years and shall be kept on file to facilitate the issuance of future permits to which it will apply.

IN WITNESS WHEREOF, Town of Clifton Park (Municipality-
County, Town, City, Village or federal agency) agrees to the terms of this Undertaking, and has caused its execution by the authorized officer or employee (attach Resolution of Approval).

Authorized Agent

Philip C. Barrett, Town Supervisor

Print Name/Title

Clifton Park Town Hall
One Town Hall Plaza

Address

Clifton Park, NY 12065

Address

September 1, 2026

Date

(518) 371-6054

Phone number

pbarrett@cliftonpark.org

e-mail

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, August 26, 2026 3:24 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; John Scavo; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #3451
Attachments: 7c03dfdb250499cf_TOCP_Undertaking_Municipal.pdf; 181d13959c1d87c5_Map_VMB_Locations.pdf

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: 09/01/2026 ✓

Board Meeting Date: 09/01/2026 ✓

Alternate Date: 09/15/2026

Budget Number: N/A

Budget Description: No Impact

Amount: 0

Brief Description: Adopt and authorize the Town Supervisor to sign an Undertaking Agreement by NYS DOT Boilerplate resolution attached, Do Not Modify. This is for deployment of two variable message boards within the NYS DOT Route 146 ROW advising drivers of the new Kindergarten School Opening and to be alert for buses and traffic in the corridor during the first few weeks of school opening.

Additional Comments/Details: See PDF which contains three images for deployment locations of the two signs in NYS DOT ROW.

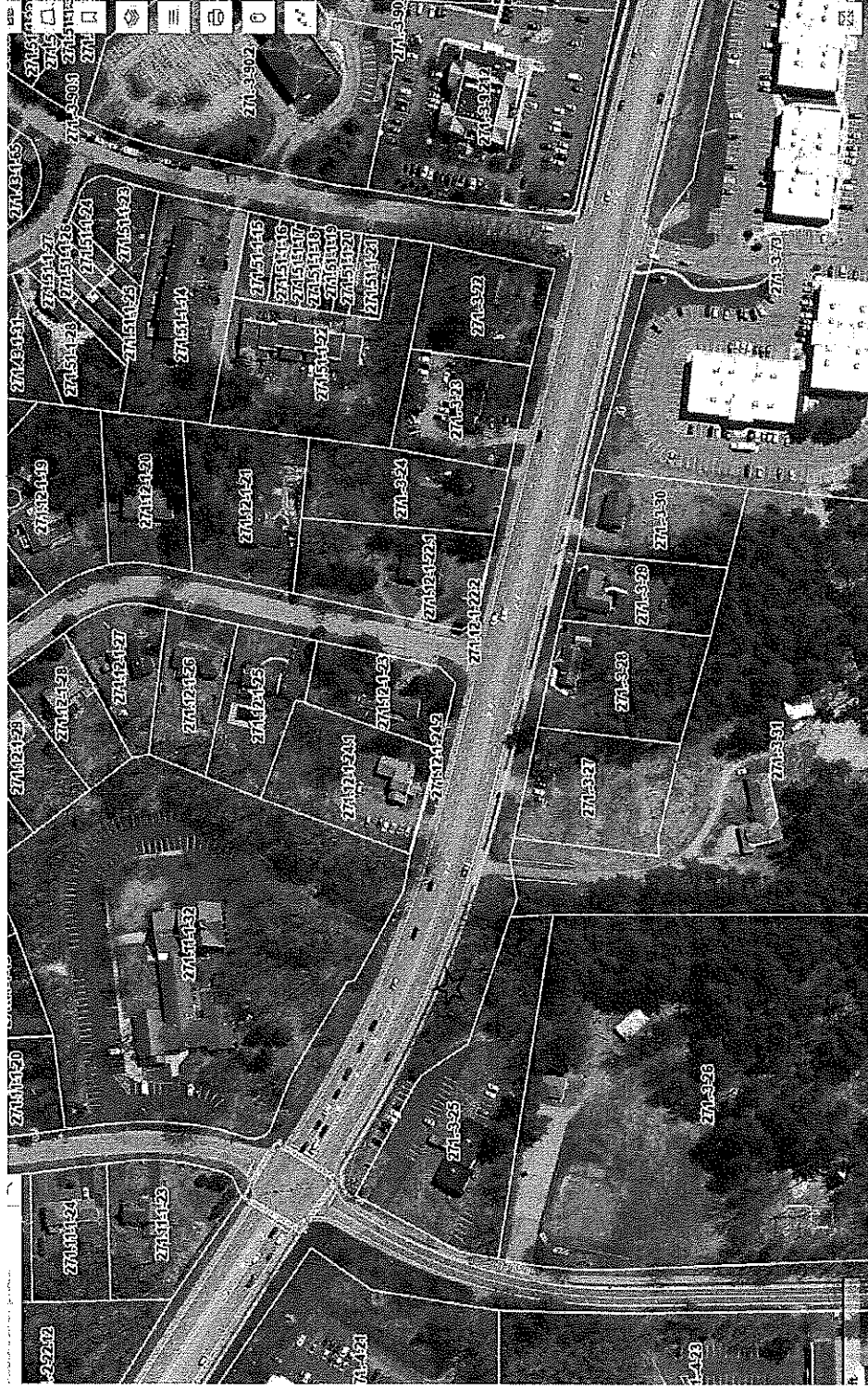
Supporting Documents:

[7c03dfdb250499cf_TOCP_Undertaking_Municipal.pdf](#)
[181d13959c1d87c5_Map_VMB_Locations.pdf](#)

Agree to Terms: Agree

[unsubscribe](#)

For Eastbound traveling vehicles on Rt. 146 sign placement on South side of Route 146 just east of the Moe Road Intersection adjacent to 531 Moe Road, SBL: 271.-3-25



★
Area View of Both Locations Below with:

