



TOWN OF CLIFTON PARK TOWN BOARD MEETING

September 15, 2026

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



ONLINE BOARD MEETINGS

- I. Call to Order/7:00 P. M. – Wood Room, Town Hall**
- II. Pledge to Flag**
- III. Roll Call**
- IV. Approval of Town Board Minutes**
- V. Communications/Announcements**
- VI. Open Public Privilege**
- VII. Business**
 - **Presentation- Certificate of Recognition to Ethan Hadders, 2026 PDGA Junior World Champion and Amateur World Champion**
 - **Public Informational Meeting- 7:05pm: Related to the proposed walking path connecting Clifton Park Common to Lace Lane through Calico Colony**
 - **Public Hearing- 7:08pm: Related to the proposed consideration of initial franchise agreement with Verizon for cable television service**
 - **Public Informational Meeting- 7:11pm: Related to the proposed ban of Flock, ALPR Cameras 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

Notice of Public Hearing

PLEASE TAKE NOTICE that a Public Hearing will be held by the Town Board in the Town of Clifton Park, Saratoga County, New York at 7:08 PM on Tuesday September 15th 2026 at Clifton Park Town Hall, One Town Plaza, Clifton Park, County of Saratoga, State of New York for the purpose of considering a proposed initial franchise agreement for cable television service in the Town of Clifton Park with Verizon New York Inc. Copies of the franchise application and of the proposed franchise agreement are on file at the Town Clerk's Office at the Town Hall and may be viewed during normal business hours. All interested parties will have the opportunity to be heard during the Public Hearing.

BY ORDER OF THE SUPERVISOR AND THE TOWN BOARD OF CLIFTON PARK, NY

Dated: August 19, 2026

Caitlin S. Fantini
Town Clerk

Resolutions for Consideration
Clifton Park Town Board Meeting
September 15, 2026

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Town Board	Authorize execution of initial franchise agreement with Verizon New York Inc. for cable television service in the Town of Clifton Park	P. Barrett
2. Town Board	Adopt Local Law No. ___ of 2026, to amend the Town Code to provide enhanced Real Property tax exemptions for seriously disabled veterans residing in Clifton Park	P. Barrett
3. Town Board	Schedule a Public Hearing on Tuesday, October 6, 2026, at 7:02pm related to a proposal to prohibit the sale, distribution, possession for sale, and public display of kratom and kratom-derived products within the Town	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. Town Board	Adopt Local Law No. ___ of 2026, amending the Park West Planned Development District	M. Fantini
6. Town Board	Schedule a Public Hearing for October 6, 2026 at 7:05pm on proposed Town Code amendments to Chapter 73 and Chapter 208, relating to short-term rentals	M. Fantini
7. Planning	Authorize acceptance of proposal from KB Engineering, P.C. for professional services related to the Eastside Drive Water District Project	P. Barrett
8. Planning	Authorize acceptance of a proposal from Toole Design to prepare a town-wide trails master plan	M. Fantini & Z. Manir
9. Parks & Recreation	Authorize delivery and payment for two (2) storage containers from A-Verdi for use by the Not So Common Players at the Clifton Common for the remainder of 2026	A.Reid

10. Highway

Authorize emergency culvert replacement on Moe Road

D. Bull

11. Justice Court

Authorize the Town Court to apply for a Justice Court
Assistance Program Grant

A.Reid &
Z. Manir

DRAFT



RESOLUTION

#1

PHILIP C. BARRETT
Supervisor

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AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

•

MARIO L. FANTINI
Councilman

Resolution No. ___ of 2026, a resolution authorizing the granting of a Cable Television Franchise to Verizon New York Inc. in the Town of Clifton Park, County of Saratoga, New York.

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

WHEREAS, an application has been duly made to the Town Board of the Town of Clifton Park, County of Saratoga, New York, by Verizon New York Inc. ("Charter"), a corporation duly organized and existing in good standing under the laws of State of New York, for the approval of an initial agreement for Verizon's cable television franchise for ten (10) years commencing with the date of approval by the Public Service Commission, and

WHEREAS, the franchise agreement will be in conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings, and

WHEREAS, a public hearing was held in the Town of Clifton Park, New York at Town Hall, One Town Hall Plaza in the Wood Room on Tuesday, September 15, 2026, at 7:08P.M. and notice of the hearing was published in the Albany Times Union on August 26, 2026; now, therefore, be it

RESOLVED, that

1. Verizon New York Inc. is in compliance with applicable law; and the rules and regulations for 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.

2. Verizon New York Inc. has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal, attached.

3. Verizon New York Inc. can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests; and be it further

RESOLVED that the Board of the Town of Clifton Park hereby grants the cable television franchise of Verizon New York Inc, and the Town of Clifton Park for ten (10) years commencing with the date of approval by the Public Service Commission and expiring ten (10) years hence; and be it further

RESOLVED that the Board of the Town of Clifton Park hereby confirms acceptance of this initial franchise agreement attached, and the Town Supervisor is authorized to execute said agreement.

APPLICATION FOR A CABLE TELEVISION FRANCHISE
BY VERIZON NEW YORK INC.

Verizon New York Inc. ("Verizon NY") respectfully submits this application form ("Application") and requests the award of a cable television franchise from the Town of Clifton Park ("Municipality"). In this application, Verizon NY answers the questions set forth in Title 16, Chapter VIII, Part 894, Section 894.5, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended.

- (1) A description of the cable television system proposed to be constructed including information regarding (a) channel capacity, including both the total capability of the proposed system and the number of channels to be energized immediately; (b) television and radio broadcast signals which Verizon NY intends to carry on its system initially; (c) the extent and type of any origination cable casting to be undertaken, and the facilities, equipment and staff to be employed therein; and (d) the system layout or design, including where applicable: (i) location of antennae and headends; (ii) plans for a two-way capability including a proposed schedule indication when two-way capability will become available from particular points; (iii) location or origination points and origination facilities; (iv) extent and type of automated services to be provided; and (v) number of channels to be utilized for access cablecasting and the facilities, equipment, staff and other support to be available to access users including access utilization or production costs.

Information about Verizon NY's Fios TV channel lineup is available at <https://www.verizon.com/home/fios-tv/channel-lineup/>. This tool allows customers to search for specific channels, view a complete list of channels for a particular TV package, or compare different TV packages. Since channels and TV packages can vary by location, a customer can enter a ZIP code to see what is available in that area, including local channels.

Verizon NY will provide channel capacity for access cablecasting consistent with applicable law and as set forth in the cable franchise agreement.

Technical Information

Verizon NY, as a common carrier under Title II of the Communications Act of 1934 (the "Act"), constructed its Fiber to The Premises ("FTTP") network as an upgrade to its existing telecommunications network to provide fiber optic facilities directly to subscriber premises. Verizon has the necessary federal, state and local authorizations to upgrade its Title II telecommunications network, subject to customary time, place and manner permitting requirements. Specifically, Section 27 of the New York Transportation Corporations Law ("New York Telecom Law") grants Verizon the right to place its facilities upon, over or under any public streets within the State of New York. See *New York Tel. Co. v. Town of North Hempstead*, 41 N.Y.2d 691, 363 N.E.2d 694 (1977); *New York Tel. Co. v. Village of Amsterdam*, 613 N.Y.S.2d 993, 994 (App. Div. 1994) (stating that Section 27 grants "an

unconditional privilege to install, maintain and repair” telephone facilities in public streets).

On June 15, 2005, the New York Public Service Commission (“Commission”) ruled that Verizon NY did not need to obtain a cable franchise before constructing its FTTP network. The Commission found that unlike cable companies, Verizon already had the necessary authority under state law to use the public rights-of-way. Thus, the Commission concluded that Verizon had the right to upgrade its telecommunications network to make it capable of providing cable service. See Declaratory Ruling on Verizon Communication, Inc.’s Built-Out of its Fiber to the Premises Network, NY Public Service Commission, Case 05-M-0520/05-M-0247, June 15, 2005.

Verizon NY uses the FTTP network to provide cable television and/or internet protocol television services throughout specified portions of its telecommunications system. FTTP uses fiber-optic cabling and optical electronics to directly link homes to the Verizon NY network.

Redundant Super-Headends

At the national level, two redundant “super” headends located in Temple Terrace, Florida and Bloomington, Illinois (each, a “SHE”) serve as the national content receive points and limited content distribution points. The SHEs are strategically located to ensure compliance with technical and environmental requirements. Network redundancy and route diversity are extended from the SHE to the Video Hub Office (“VHO”) when required.

Video Hub Office

The VHO serves as the local content receive point for regional programming including local broadcast channels, Public/Educational/Government access channels and Emergency Alert System messages.

Video Serving Office

The video serving office serves as the final delivery point for video services to Fios TV subscribers.

Subscriber Premises

At the subscriber premises, an optical network terminal provides access to the transported video services via video programming reception device.

- (2) The terms and conditions under which service is to be provided to educational and governmental entities.

Verizon NY will provide service to educational and governmental entities under terms and conditions consistent with applicable law, and as may be required by the Municipality.

- (3) The terms concerning rates and construction schedules.

Detailed information about Fios TV pricing and conditions, including programming packages, premium content, On Demand, Pay Per View titles, and equipment options, is available on the Fios TV Rate Card at <https://verizon.com/fiostvratecard>.

The deployment schedule is set forth in the cable franchise agreement.

- (4) An indication of whether Verizon NY will provide service on the same terms and conditions as contained in the existing franchise in effect.

Verizon NY will provide service on terms and conditions consistent with the needs and interests of the Municipality and the level playing field requirement set forth in Title 16, Chapter VIII, Part 895, Section 895.3, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, in that the Verizon NY proposed franchise agreement is comparable in its totality with the incumbent cable television provider's agreement. Verizon NY constructed its FTTP network pursuant to its authority as a common carrier under Title II of the Act and Section 27 of the New York Transportation Corporations Law. For this reason and others, certain terms and conditions may differ between the incumbent cable provider's franchise and Verizon NY's franchise.

A statement of Verizon NY's experience in the cable television field including, if applicable, the names and professional experience of the persons or organizations who will be responsible for the construction, installation and operation of the proposed system.

Verizon NY has been providing cable television service to New York State residents since 2006 and currently provides Fios TV in 186 municipalities in the New York City, Albany, Buffalo and Syracuse metropolitan areas. Verizon NY also provides video service in its Connecticut service area pursuant to a *Certificate of Video Franchise Authority* granted by the Connecticut Department of Public Utility Control ("DPUC") on June 14, 2010.

Other subsidiaries of Verizon Communications Inc. provide cable television service in Delaware, the District of Columbia, Maryland, Massachusetts, New Jersey, Pennsylvania, Rhode Island, and Virginia.

- (5) A statement indicating whether Verizon NY or any of its principals owns or operates any other cable television system, directly or indirectly, and a statement indicating the name

of any such operations and the name and address of the chief executive officer of the franchising authority in which such system or station is located.

To the extent it may be considered another cable television system, Verizon NY provides video service in its Connecticut service area pursuant to a *Certificate of Video Franchise Authority* granted by the DPUC on June 14, 2010. The DPUC is now known as the Public Utilities Regulatory Authority ("PURA") and is located at Ten Franklin Square, New Britain, Connecticut 06051. Thomas Wiehl is PURA's Chairman.

- (6) A documented plan for financing the proposed system, which plan shall indicate specifically every significant anticipated source of capital and any and all limitations or conditions with respect to the availability of the indicated sources of capital.

Given the unique nature of the cable television franchise that Verizon NY requests to be awarded by the Municipality, capital requirements are anticipated to be minimal. However, Verizon NY intends to satisfy any remaining capital requirements for the proposed system through a variety of internally and externally generated funds. Verizon NY is a financially stable company that has provided telecommunications services in New York State for more than a century. Its parent company, Verizon Communications Inc., generated more than \$138 billion in revenue in 2025. A copy of Verizon Communications Inc.'s 2025 Annual Report to Shareholders is available online at:

<https://www.verizon.com/about/sites/default/files/2025-Annual-Report-on-Form-10k.pdf>

- (7) A statement indicating whether Verizon NY or any of its officers, directors and persons having a legal or equitable interest in 10% or more of the voting stock: (a) has ever been convicted of a crime involving moral turpitude (including criminal fraud) or is presently under indictment charging such a crime; (b) has ever been held liable by any court of competent jurisdiction in any civil action based on fraud, deceit or misrepresentation; or (c) has ever been punished or censured in any jurisdiction for any violation or attempted violation of any law, rule or order relating to cable television operations.

Verizon NY has no knowledge of any such finding of guilt toward Verizon NY, any person controlling Verizon NY, or any officer, director or major stockholder of Verizon NY.

Cable Franchise Agreement
by and between
the Town of Clifton Park
and
Verizon New York Inc.

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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.

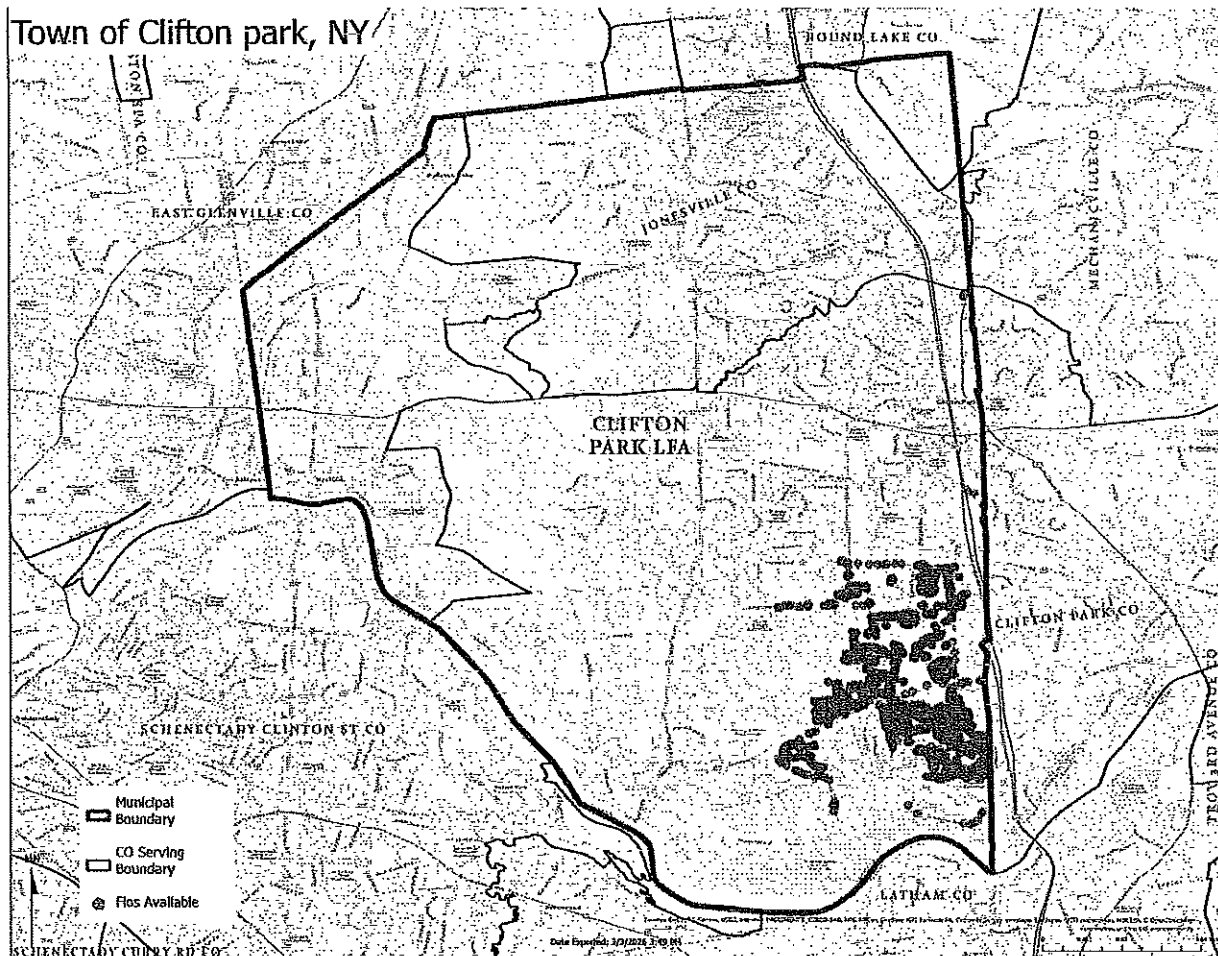


Exhibit A



RESOLUTION

#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 to adopt a Local law to amend the Town Code to make additions to provide for enhanced Real Property tax exemptions for seriously disabled veterans who reside in Clifton Park.

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

WHEREAS, the New York State legislature passed an amendment to the Real Property Tax Law (RPTL) pursuant to Section 458(a)-(11), which authorizes a municipality to adopt a local law to grant a real property tax exemption to seriously disabled veterans residing in the municipality, and

WHEREAS, Governor Hochul has signed the amendment to the RPTL into law, and

WHEREAS, on September 1, 2026, the Town Board held a public hearing on a proposal to amend the Town Code regarding the tax exemption for seriously disabled veterans residing in the Town Clifton Park, pursuant to Real Property Tax Law Section 458-a(11), and

WHEREAS, the public was given the opportunity to speak in favor of or against the proposed changes to the local law, and

WHEREAS, the Town Board wishes to amend the Town Code to include the real property tax exemption to seriously disabled veterans who are Town residents, effective with the next calendar year for the Town assessment roll; now therefore be it

RESOLVED, that the Town Board hereby adopts a Local Law, Local Law No __ of 2026, attached, to add an amendment to be entitled, Veterans Tax Exemption, to the Town Code, as Article VIII Exemption for Certain Seriously Disabled Veterans, with Section 182-19 entitled Authority; Section 182-20 entitled Legislative Intent; Section 182-21 entitled Adoption of Exemptions; Section 182-22 entitled Administration of Exemptions; Section 182-23 entitled Severability; and Section 182-24 entitled Supersession; and be it further

RESOLVED, that current Town code Article VIII, entitled Receiver of Taxes- Authorized Information, is renumbered as Article IX and that current Section 182-19, entitled Informational inserts, is renumbered as Section 182-25.

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.



RESOLUTION

#3

ZABED MANIR
Councilman

PHILIP C. BARRETT
Supervisor

NANCY R. BELLAMY
Councilwoman

AGATHA REID
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. ____ of 2026, a resolution to schedule a Public Hearing on Tuesday October 6, 2026 to consider prohibiting the sale, distribution, possession for sale, and public display of kratom and kratom-derived products within the Town of Clifton Park.

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

WHEREAS, kratom is a substance derived from the leaves of the *Mitragyna speciosa* tree and is commonly marketed and sold as a “natural herbal supplement” in powdered, capsule, or extract form under various product names and brands; and

WHEREAS, the active compounds in kratom, including mitragynine and 7-hydroxymitragynine, act on opioid receptors in the brain and have been associated with stimulant, sedative, and opioid-like effects depending on dosage; and

WHEREAS, the U.S. Food and Drug Administration has issued multiple warnings regarding the safety of kratom, noting that it is not approved for any medical use, that there is insufficient evidence of its safety or effectiveness, and that it has been linked to serious adverse events including addiction, withdrawal symptoms, seizures, liver damage, and death; and

WHEREAS, Albany County and other jurisdictions in New York State have taken formal action to ban or restrict the sale of kratom due to public health and safety concerns; and

WHEREAS, the unrestricted availability of kratom in retail establishments within the Town of Clifton Park poses potential risks to the health, safety, and welfare of residents, particularly young people and individuals seeking alternatives to regulated substances; and

WHEREAS, the Clifton Park Town Board has a responsibility to protect the public health and to take reasonable measures to prevent the distribution of substances that may contribute to substance misuse and related harms within the community; and

WHEREAS, the Town Board seeks public input and discussion regarding the proposed ban on the sale, distribution, possession for sale, and public display of kratom and kratom-derived products within the Town of Clifton Park; now, therefore, be it

RESOLVED, that the Town Board of the Town of Clifton Park hereby sets a public hearing to consider the ban on the sale, distribution, possession for sale, and public display of kratom and kratom-derived products within the Town of Clifton Park; and be it further

RESOLVED, that the public hearing shall be held on October 6, 2026, at 7:02 p.m., at the Clifton Park Town Hall, located at 1 Town Hall Plaza, Clifton Park, New York, to hear all interested persons on this matter; and be it further

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

RE: A LOCAL LAW PROHIBITING THE SALE AND DISTRIBUTION OF
CONCENTRATED AND SYNTHETIC 7-HYDROXYMITRAGYNE (7-
OH) KRATOM PRODUCTS IN THE TOWN OF CLIFTON PARK

BE IT ENACTED by the Town Board of the Town of Clifton Park, State of New York, as follows:

SECTION 1. LEGISLATIVE INTENT.

Kratom, a tropical tree (*Mitragyna speciosa*) native to Southeast Asia, contains multiple compounds (including mitragynine and 7-hydroxymitragynine) that act upon the same receptors in the brain as opioid drugs. These compounds produce similar effects as opioids, such as sedation, nausea, vomiting, constipation, physical dependence and withdrawal, and respiratory depression that may lead to death. There are no drugs approved by the U.S. Food and Drug Administration ("FDA") that contain kratom, and the FDA warns that kratom is not safe for use as a dietary supplement, citing the risk of serious adverse events such as liver toxicity, seizures, and substance use disorder. While 7-hydroxymitragynine occurs only in trace amounts in the natural kratom leaf, concentrated and synthetic 7-hydroxymitragynine ("7-OH") products now sold in retail stores contain this compound at levels far exceeding those found in the plant, producing potent opioid-like effects and a heightened risk of dependence, overdose, and death.

The Town Board finds that, to protect the health and safety of Town residents, products containing elevated concentrations of 7-hydroxymitragynine should not be sold or distributed in Dutchess County.

SECTION- 2. AUTHORITY.

This Local Law is enacted pursuant to New York Municipal Home Rule Law § 10(1)(ii)(a)(12), as it relates to the protection, order, conduct, safety, health, and well-being of Town of Clifton Park residents.

SECTION 3. DEFINITIONS.

(a) "Kratom" means any part of the plant *Mitragyna speciosa*, whether growing or not; any compound, manufacture, salt, derivative, mixture, or preparation of such plant; all chemical compounds and alkaloids derived from such plant, including but not limited to mitragynine and 7-hydroxymitragynine; and all synthetic and semi-synthetic derivatives of such plant, including but not limited to MGM-15, MGM-16, and mitragynine pseudoindoxyl, or any structural analogue of any such compound, derivative, mixture or alkaloid.

(b) "Kratom Product" means any product, good, article, or item containing, blended with, and/or derived from Kratom, including but not limited to extracts, tinctures, beverages, powders, capsules, tablets, foods, gummies, vapes, and prepackaged retail items.

(c) "Person" means any individual, business, company, firm, partnership, limited partnership, limited liability partnership, joint venture, corporation, not-for-profit corporation, limited liability company, estate, trust, or any other-legal entity.

(d) "Prescription" means an official New York State prescription, an electronic prescription, an oral prescription, or an out-of-state prescription as those terms are used in Article 33 of the New York Public Health Law and Article 137-of the New York Education Law.

(e) "Prohibited 7-OH Product" means any Kratom or Kratom Product that contains 7-hydroxymitragynine at a level that exceeds two percent (2%) of the total alkaloids or one milligram (1-mg) per serving.

SECTION 4. SALE OR DISTRIBUTION PROHIBITED.

No Person may sell, offer for sale, or otherwise distribute a Prohibited 7-OH Product in the Town of Clifton Park to any other Person. This prohibition applies to any Person, including any online platform, wherever located, and a sale, offer for sale, or distribution shall be deemed to occur in the Town of Clifton Park whenever a Prohibited 7-OH Product is delivered or shipped to an address within the Town. This prohibition does not apply to the sale or distribution of a Prohibited 7-OH Product pursuant to a Prescription issued by a Person licensed, authorized, or otherwise permitted in New York State to issue a Prescription. This prohibition will not apply to the sale or distribution of a Prohibited 7-OH Product if that product is approved by the FDA. Liability under this section is strict; it shall-not be a defense to a violation that the Person did not know, or had no reason to know, that a product constituted a Prohibited 7-OH Product.

SECTION 5. ENFORCEMENT AND PENALTIES.

This Local Law shall be enforced by the Town Code Officers. The Safety and Security Director working with the Town Attorney are authorized to take any and all other actions reasonable and necessary to enforce this law in accordance with the authority enumerated in the Town of Clifton Park Code including, but not limited to, conducting inspections; investigating all claims and violations; issuing all notices and orders; and any other processes that may be necessary in the enforcement of this law.

Any Person that sells, offers for sale, or distributes a Prohibited 7-OH Product to another Person shall be subject to a civil penalty of not more than one thousand five hundred dollars (\$1,500) for a first violation, and not more than three thousand dollars (\$3,000) for each subsequent violation. For purposes of this section, a violation shall be considered a subsequent violation if it occurs within thirty-six (36) months of a prior violation by the same Person. Where any such sale, offer for sale, or distribution is made to a person under twenty-one (21) years of age, the maximum civil

penalty for that violation shall be increased by five hundred dollars (\$500). Each sale, offer for sale, or distribution of a Prohibited 7-OH Product shall constitute a separate violation. These penalties do not apply in those circumstances in which the sale or distribution of a Prohibited 7-OH Product is not prohibited by this Local Law.

SECTION 6. SEVERABILITY.

Haw clause, sentence, paragraph, subdivision, section or part of this law of the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law, or in its application to the person, individual corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgement shall be rendered.

SECTION 7. REVERSE PREEMPTION

This article shall *be* null and void on the day that statewide legislation goes into effect incorporating either the same or substantially similar provisions as are contained in this local law or in the event that a pertinent New York State or United States of America administrative agency issues and promulgates regulations preempting such action by the Town of Clifton Park.

SECTION 8. SEORA DETERMINATION.

It is hereby determined, pursuant to the provisions of the New York State Environmental Quality Review Act, ECL § 8-0101, et seq., and its implementing regulations, 6 NYCRR Part 617, that the adoption of this Local Law is a "Type II" Action within the meaning of 6 NYCRR §§ 617.5(c)(26) and (33), and, accordingly, is of a class of actions which do not have a significant impact on the environment and no further review is required.

SECTION 9. EFFECTIVE DATE.

This local law shall take effect immediately upon filing in the Office of the Secretary of State.



RESOLUTION

#4

PHILIP C. BARRETT
Supervisor

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AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

•

MARIO L. FANTINI
Councilman

Resolution No. __ of 2026, a resolution authorizing the retainment of Bartlett, 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, Bartlett, 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 Bartlett, Pontiff, Stewart & Rhodes; now, therefore, be it

RESOLVED, that the firm of Bartlett, Pontiff, Stewart & Rhodes be retained by the Town of Clifton Park Town Board for this purpose, and that the Town Attorney is authorized to enter into a retainer 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

**Request for Preliminary Scope and Fee Proposal – Concrete Batch Mixing
Facility Moratorium Review & Regulatory Evaluation**

Brick Law Firm
2 Computer Dr W Ste 100
Albany, NY 12205-1622

Tom West, The West Law Firm
Union Station
575 Broadway, 3rd Floor
Albany, New York 12207-2931

Couch White Law Firm, LLP
540 Broadway, Fl 7
Albany, NY 12207

Slevin & Associates PLLC
1826 Western Ave.
Albany, NY 12203

Harris Beach Murtha
677 Broadway, Suite 1101
Albany, NY 12207

Cooper Erving & Savage, LLP
39 N Pearl St, Ste 4
Albany, NY 12207

Bond Schoeneck & King
22 Corporate Woods Boulevard
Suite 501
Albany, NY 12211-2503

CHA Consulting, Inc.
3 Winners Circle
Suite 100
Albany, NY 12205-0269

Barclay Damon
80 State St.
Albany, NY 12207

RETAINER AGREEMENT FOR LEGAL SERVICES

This Agreement effective the 16th day of September, 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 September 16, 2026 through September 16, 2027.
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.

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

(c) 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: _____

Town Attorney

Date: _____ By: _____

Bartlett, Pontiff, Stewart & Rhodes, P. C.



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 adopting Local Law No. ____ of 2026, to amend the Park West Planned Development District.

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

WHEREAS, a written request has been presented to the Town Board for a change in the Zoning Code to amend an existing Planned Development District (PDD) encompassing the Park West PDD, providing for the public dedication of the internal road system in the PDD, and

WHEREAS, on September 9, 2020, the Planning Board approved and granted changes to the PDD, providing in part that the roads shall be public and dedicated to the Town of Clifton Park, and

WHEREAS, the Town Board had previously adopted the PDD legislation providing that the roadways were to be “privately owned and maintained”, and

WHEREAS, that after due consideration of the request and details concerning the attached request from Attorney Mary Beth Slevin, on behalf of the project owner, and the adopted decision of the Planning Board, it is desired that the PDD legislation be reconciled with all subsequent Town approvals, to accept the roadways, as public “dedicated” highways; now, therefore, be it

RESOLVED, that Local law No. ____ of 2026, a local law amending A217-410 of the Town Code, to provide for “the road systems that service the Park West Planned Development District shall be public and shall be dedicated to the Town of Clifton Park”; and be it further

RESOLVED, that the Town Clerk file said notice with the New York State Department of State as required by law.

Cynthia Zlogar

From: Kevin Dailey
Sent: Monday, August 10, 2026 2:41 PM
To: Cynthia Zlogar
Subject: FW: Park West PDD
Attachments: 8-11-20 Planning Board Minutes.pdf; 9-9-20 Planning Board Minutes.pdf; Dedication Legal Descriptions.pdf; Offer of Cession to Town .doc

Cindy – Would you print out this email and the accompanying attachments. We will need to do a Local Law Amendment. Please set up a paper file.

Thanks, Kevin D.

From: Mary Elizabeth Slevin <MSlevin@slevinlawfirm.com>
Sent: Friday, August 7, 2026 1:27 PM
To: Kevin Dailey <kdailey@cliftonpark.org>
Subject: Park West PDD

Kevin – thank you for speaking with me earlier today concerning the infrastructure for the Park West PDD project.

As discussed, we are looking to reconcile the Legislation for the PDD with the Planning Board approvals issued for the Project. This project was originally proposed with private roads, then revised in 2020 to include roads to be dedicated to the town of Clifton Park. The PDD legislation was approved noted the private roads (although all other infrastructure was at all times expected to be dedicated to the applicable agency). Please see the applicable provision of the Park West PDD legislation below.

It was during the Planning Board subdivision and Site Plan review that the treatment of the roads was changed to require dedication. (attached please find the meeting minutes for the project.) At the 8/11/20 PB meeting, the minutes reflect “Mr. Lansing stated that the changes are: the alley ways are eliminated, the roadways are now proposed for dedication to the town, the clubhouse has been removed, sidewalks are reduced but are still existing, reduced roadways, green space has increased by about 10%, and due to this the stormwater has been reduced as well on the eastern side.”

The Planning Board review Public hearing was held on 9/9/20 and approval granted with these changes.

Changes were not subsequently made to the PDD language. However, an Offer of Cession was submitted to the Town Board in August of 2021. (I worked with Tom McCarthy on that submission) The Town Board accepted and approved the Offer of Cession at that time, which included an offer of dedication of the interior Road infrastructure per the attached. Tom told me at that time, that the Town would defer acting on the actual dedication until more of the total Project infrastructure was complete.

We are looking to reconcile the PDD legislation with the Planning Board approvals. All required inspections have been completed as the work on the Project has progressed. All infrastructure has been constructed in accordance with Town Standards and in compliance with the Site Plan details. After you have an opportunity to review this matter with John Scavo, please let me know how we best proceed.

Chapter A217. Planned Development Districts

Article XLVIII. Park West

§ A217-410. Points of ingress and egress.

The main entrance into the project will be from Route 146A and is situated approximately 950 ± feet north of the 146/146A intersection and will include a landscaped boulevard. An emergency access drive is proposed at the southern portion of the community, which will connect to NYS Route 146 (driveway access for Ravenswood restaurant). [The road systems that service the Park West Planned Development District shall be privately owned and maintained.] The road systems that service the Park West Planned Development District shall be public and shall be dedicated to the Town of Clifton Park. The roads will be constructed to Town standards, and will be of such width and capacity to provide for access by emergency services vehicles pursuant to applicable fire codes and building codes. Authority for the final approval of the configuration of the internal road system is delegated to the Planning Board consistent with applicable codes.



RESOLUTION

#6

PHILIP C. BARRETT
Supervisor

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AGATHA REID
Councilwoman

ZABED MANIR
Councilman

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NANCY R. BELLAMY
Councilwoman

•

MARIO L. FANTINI
Councilman

Resolution No. ___ of 2026, a resolution scheduling a public hearing to consider amendments to the Town Code 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, the Town Board wishes to obtain input from the public regarding the regulation of short-term rentals in the Town of Clifton Park; now, therefore, be it

RESOLVED, that a public hearing to consider amendments to §73-33 and §208-7 of the Town Code, related to Short-term rentals, will be held on October 6, 2026 at 7:05p.m., 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 same.

§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. A short-term rental may only be operated pursuant to a permit issued by the Town of Clifton Park Department of Building and Development.
- B. Any permit issued for a short-term rental shall only be valid for five (5) years from the date of issuance of the permit and may be renewable on an annual basis.
- C. 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.
- D. Property owners may not advertise a short-term rental by placing a sign or other posting on the premises subject to the permit.
- E. 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.
- F. Fees for permits shall be \$200 for a five (5) year period.
- G. 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 \$500, nor more than \$1,000; 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 \$2,500; 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 \$10,000. 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.

§73-3.2 **EXCEPTIONS AND REGISTRY**

Any property in the Town of Clifton Park that is established as a “short term rental unit” at the time of adoption of this local law, shall be exempt from the prohibitions and requirements established by this local law and shall be “grandfathered” as an allowed use, further

That the owners of the said short term unit shall submit written proof of operation and use of such short term rental unit to the Town Clerk of the Town of Clifton Park, establishing the use of their property as a short term rental unit, with proof to consist of rental contracts, receipts or some other written proof establishing the use of the property for this stated purpose. The Town Clerk shall maintain a registry of such properties, and dates of submittal of such proof, in the Town Clerk's office, with copies to be forwarded to the Department of Building and Development, which shall maintain a companion registry.



RESOLUTION

#7

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. ____ of 2026, a resolution accepting a proposal from KB Engineering, P.C. for engineering design services associated with the Eastside Drive Water District Project through the sixty percent (60%) design phase, appropriating funds for said services.

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

WHEREAS, by Resolution No. 188 of 2026, the Town Board authorized an engineering study update from Prime Engineering/ KB Engineering, P.C. for the provision of public water services for the residents on Eastside Drive, the Eastside Drive Water District Project; and

WHEREAS, by Resolution No. 198 of 2026, the Town Board authorized KB Engineering, P.C. to prepare and submit a New York State Environmental Facilities Corporation (NYS EFC) Water Infrastructure Improvement Act (WIIA) Grant and Financing Application, including updates to the Preliminary Engineering Report, for the proposed Eastside Drive Water District Project; and

WHEREAS, KB Engineering, P.C. has completed grant-related engineering services and has advanced portions of the preliminary engineering and design effort necessary to support the Town's funding application and project development activities; and

WHEREAS, advancement of the Eastside Drive Water District Project through advisement received from the New York State Environmental Facilities Corporation on prior funding applications encourages completion of preliminary engineering and design development in order to satisfy project readiness criteria and position the project competitively for funding consideration and implementation; and

WHEREAS, the Town Board recognizes the benefit of maintaining continuity of engineering services with KB Engineering, P.C., which has prepared the Preliminary Engineering Report, coordinated funding applications, developed project cost estimates, and possesses extensive familiarity with the project; and

WHEREAS, KB Engineering, P.C. has submitted a proposal to continue engineering services for the Eastside Drive Water District Project, including advancement of engineering plans, specifications, cost estimates, and supporting documentation through approximately the sixty percent (60%) design milestones; and

WHEREAS, completion of the sixty percent (60%) design phase will provide the Town with a substantially advanced project ready for final design, permitting, environmental review coordination, easement acquisition, funding implementation, and future construction activities; and

WHEREAS, the engineering services contemplated under the proposal are to be provided for a total amount not to exceed Two Hundred Twenty-One Thousand Nine Hundred Forty Dollars (\$221,940.00), inclusive of engineering services previously authorized and performed for the project; and

WHEREAS, the Town Board finds it to be in the public interest to authorize KB Engineering, P.C. to continue engineering services for the Eastside Drive Water District Project through the sixty percent (60%) design milestone; now, therefore, be it

RESOLVED, that the Town Board hereby accepts the proposal from KB Engineering, P.C. for professional engineering services associated with the advancement of the Eastside Drive Water District Project, including preparation of engineering plans, technical documents, cost estimates, and related services necessary to achieve approximately sixty percent (60%) design completion; and be it further

RESOLVED, that the Town Board hereby authorizes the expenditure of funds for said engineering services in an amount not to exceed Two Hundred Twenty-One Thousand Nine Hundred Forty Dollars (\$221,940.00) to be transferred from Unassigned Fund Balance, (A-00914) to A-08340-00135 (General Fund – Water Transmission & Distribution – Engineering); and be it further

RESOLVED, that KB Engineering, P.C. is hereby authorized to continue and complete the engineering design services necessary to advance the Eastside Drive Water District Project through the sixty percent (60%) design phase in accordance with the approved scope of work and subject to available appropriations and funding; and be it further

RESOLVED, that the Town Supervisor, Town staff, and consulting engineers are hereby authorized to take all actions necessary to advance the Eastside Drive Water District Project, pursue funding opportunities, coordinate with NYS EFC and other agencies, and undertake all activities required to position the project for final design, permitting, and future construction.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, August 24, 2026 3:12 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 #3450
Attachments: dd1758accfb85a0f_Draft_Resolution_Engineering_Scope-EastSideDrive.docx; 730772eadd44a039_Eastside_Drive_Water_District_Proposal_05.06.26.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: 09/15/2026 ✓

Alternate Date: 10/06/2026

Budget Number: A-00914

Budget Description: General Fund – Unassigned Fund Balance

Amount: \$221,940.00

Brief Description: A resolution accepting a proposal from KB Engineering, P.C. for engineering design services associated with the Eastside Drive Water District Project through the sixty percent (60%) design phase, appropriating funds for said services.

Additional Comments/Details: Advances EFC-advised water system design drawings to support the WIIA Grant Application.

Supporting Documents:

[dd1758accfb85a0f_Draft_Resolution_Engineering_Scope-EastSideDrive.docx](#)
[730772eadd44a039_Eastside_Drive_Water_District_Proposal_05.06.26.pdf](#)

Agree to Terms: Agree

[unsubscribe](#)

Resolution No. 188 of 2026, a resolution authorizing an engineering study update for the provision of public water services for residents on Eastside Drive.

Introduced by Councilwoman Bellamy, who moved its adoption, seconded by Supervisor Barrett.

WHEREAS, the residents of Eastside Drive, Ballston Lake in the Town of Clifton Park, have for many years requested help in getting water lines installed, and

WHEREAS, the year-round homes have replaced the many seasonal camps along the road; so the water is needed year-round, and

WHEREAS, the wells are often sulfur water and do not produce a lot of water and the lake water has zebra mussels that attack the submersible pumps, and

WHEREAS, the Ballston Lake Fire Departments have a difficult time fighting fires on Eastside Drive and need to bring water from hydrants on Main Street, Ballston Lake in the Town of Ballston, and

WHEREAS, we were told if we had municipal sewers instead of individual septic tanks, the Town would be more interested in helping us obtain water lines, and

WHEREAS, the community has new installed sewer lines that connect to the Saratoga County Sewer District, and

WHEREAS, an engineering study has been obtained that could be updated to be attached to a Water Infrastructure Improvement Program (WIIA) grant request to help pay for a shovel-ready plan, including the new sewer lines and the installed natural gas lines and if the Town Board of Ballston is available to provide the water to the Town of Clifton Park residents by extending their lines; now, therefore, be it

RESOLVED, that the bid process money be expended to update the engineering report from Prime Engineering as soon as possible for the WIIA grant expires in July of this year.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

June 2, 2026

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

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

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

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

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

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

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

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

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

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

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

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

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

ROLL CALL VOTE

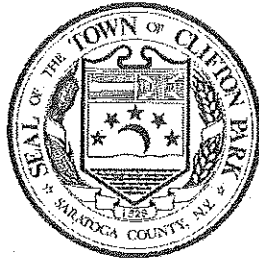
Ayes: Councilwoman Bellamy, Councilman Fantini, Councilman Manir,
Councilwoman Reid, Supervisor Barrett

Noes: None

DECLARED ADOPTED

June 16, 2026

Caitlin Fantini, Town Clerk



RESOLUTION

#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 awarding the Clifton Park Community Trails Connectivity and Active Transportation-Plan project to Toole Design.

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

WHEREAS, the Town has constructed more than 17 miles of trails and continues to expand pedestrian infrastructure through public investment and the development process, and

WHEREAS, the proposed Town-wide trails master planning effort is intended to establish a comprehensive and implementable vision for Clifton Park's trail, sidewalk, bicycle, pedestrian and active transportation network, and

WHEREAS, at their September 9, 2026 meeting, the Town's Open Space, Trails and Riverfront Committee affirmed its support of such a town-wide public planning project, and

WHEREAS, a Request for Qualifications (RFQ) was solicited with a submission deadline of April 3, 2026, and a selection committee rated Toole Design as the top candidate of the four (4) RFQ's received, and

WHEREAS, Toole Design's proposed fee for the project's scope of work is a total not to exceed \$215,000; now, therefore, be it

RESOLVED, that the Town Board of Clifton Park authorizes the awarding of the Clifton Park Community Trails Connectivity and Active Transportation-Plan project to Toole Design, Hartford, Connecticut, in an amount not to exceed \$215,000; and be it further

RESOLVED, that the Comptroller is authorized to _____

To Be
Finalized
by 9/15 Town
Board Meeting

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, September 11, 2026 8:49 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 #3470
Attachments: 6e32e185ac21a083_CP_CT-ATMP_Full_RFQ_02-2026_3-2-2026.pdf; b39f71f517523c1c_Ad-2132329_NYSCR_3-3-2026.pdf-

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: Mario Fantini / Zabed Manir

Agenda Session Date: 09/15/2026 ✓

Board Meeting Date: 09/15/2026 ✓

Alternate Date: 10/06/2026

Budget Number: A

Budget Description: professional transportation planning services

Amount: 215,000

Brief Description: Proposal for town board authorization for conducting a town-wide trails master plan utilizing a transportation planning firm of design professionals expert in the field. The proposed firm is led by a project manager who lives in Town. The Town of Clifton Park has had significant success in creating pedestrian and bicyclist connections across the community. Undertaking this proposed future public planning process will enable the community to consider its values for, and establish the vision, goals, and actions to take active transportation and mobility forward, and prioritize future projects and community programs by the town and partners. A Request for Qualifications process was conducted in Spring 2026. Four firms responded. A selection committee rated Toole Design, a national firm, as the top selection, with the Lead Project Manager a resident of the Town of Clifton Park. Toole Design provided a Scope of Services and Fee Proposal in Summer 2026.

Additional Comments/Details: The Town of Clifton Park Open Space, Trails, and Riverfront Committee has discussed the value for such a town-wide public planning project, just as the town recently conducted the town-wide agriculture and farmland protection planning project, and in the past, the town-wide open space plan, and Western Clifton Park Land Conservation Plan, and affirmed its support for the Town's moving forward with a public trails planning process and development of a plan that could be adopted by the Town Board and adopted as part of the Town's Comprehensive Plan, at its meeting on Sept. 9, 2026. Amidst the town's leadership in creating new trail connections, residents from all over town continue to reach out to town hall requesting new trail segments, new crosswalks, and new pedestrian and bicyclist infrastructure. Other town committees have expressed interest in elevating the public awareness of the existing trails network, and supporting the continued creation of meaningful connections.

Supporting Documents:

[6e32e185ac21a083_CP_CT-ATMP_Full_RFQ_02-2026_3-2-2026.pdf](#)

Agree to Terms: Agree

[unsubscribe](#)

RFQ – Community Trails Connectivity & Active Transportation Bike/Ped Network Plan

Town of Clifton Park, New York

RFQ No. 2026-CT-ATMP

DEADLINE – Statement of Qualifications Due: Friday, April 3, 2026, 2:00 PM ET

Key Dates

- Issue Date: March 2, 2026
- SUBMISSION DEADLINE - Statement of Qualifications (SOQ) Due: Friday, April 3, 2026, 2:00 PM ET
- Questions Due: Tuesday, March 17, 2026, 2:00 PM ET (responses via addendum by March 20)
- Shortlist/Interviews (if used): Week of April 23, 2026
- Anticipated Award/Authorization to Negotiate: April 2026 (Town Board meeting)

Introduction & Purpose

The Town of Clifton Park is soliciting Statements of Qualifications (SOQs) from qualified professional planning/engineering firms (or teams) to prepare an adoptable Community Trails Connectivity & Active Transportation Plan that becomes an element of the Town's Comprehensive Plan upon adoption. The Plan will establish a town-wide network vision, close connectivity gaps, improve safety and ADA access, and prioritize implementation using a Balanced Scorecard framework to align projects with strategic outcomes and funding pathways. (Town-supplied Draft Scope of Work [SOW] attached and incorporated by reference.)

Procurement Method

This RFQ seeks professional services for developing a Community Trails Connectivity & Active Transportation Bike/Ped Network Plan. Utilizing a qualifications-based process the town will select a consulting firm licensed in New York State to provide design services and develop the plan. The Town may short-list and interview firms. The highest ranked firm will be invited to negotiate a final scope and fee; if negotiations are unsuccessful, the Town may proceed to the next highest ranked firm.

Project Background & Scope of Services

The Town's Working Draft Scope of Work (SOW) is attached ("Attachment A") and sets forth draft tasks including: project management and advisory committee support; data/GIS compilation; destinations mapping; corridor and connection audits with ADA emphasis; network gap/barrier analysis and functional classification; targeted engagement; project and policy development; Balanced Scorecard prioritization; implementation, funding, and O&M strategy; and an adoption-ready final plan.

Respondents may propose refinements to improve deliverables or efficiency; any alternates must clearly meet or exceed the SOW intent.

Note: The plan will integrate ADA considerations consistent with the Town's ADA Transition Plan and universal design principles within the public ROW. The Balanced Scorecard approach is intended to transparently align investments to strategic outcomes. (Background methods reference; not prescriptive.)

Deliverables (summary)

- Updated GIS geodatabase and Existing Conditions Map Atlas
- Destinations/Generators maps (townwide + 6–8 focus areas)
- Corridor/connection audit memo & barrier inventory
- Draft and final network maps + functional classifications
- Project sheets with planning-level cost ranges
- Spot improvements toolkit
- Policy/code recommendations memo
- Balanced Scorecard workbook with weights and tiered priorities
- Funding matrix + 10-year phasing plan
- Final master plan document; adoption/Comp Plan integration packet

(See Attachment A for detail — provided from the Town's Working Draft SOW.)

Schedule & Milestones

- **Questions due by:** March 17, 2026, 2:00 PM ET
- **Addendum posting:** March 20, 2026
- **SUBMISSION DEADLINE – Statement of Qualifications Due:** Friday, April 3, 2026, 2:00 PM ET
- **Shortlist/Interviews (if any):** Week of April 23, 2026
- **Town Board selection/authorization to negotiate:** April 2026 meeting

Minimum Qualifications

- Licensed Professional Engineer and/or Registered Landscape Architect/Planner leading relevant tasks in New York.
- Demonstrated experience (past 5–10 years) delivering multi-jurisdictional active transportation/trails master plans with implementation and funding success.
- Proven capacity for GIS analysis, ADA/Universal Design, and safety-focused network planning.
- Demonstrated public engagement and interagency coordination (Town, County, MPO, NYSDOT, Transportation Authority) experience.

Submission Requirements (SOQ format; max 25 pages excluding forms)

1. **Cover Letter** (2 pages max) — prime contact and commitment.
2. **Team & Organizational Structure** — key staff resumes (abbrev.), roles, office locations, and availability.
3. **Relevant Project Experience** — three to five (3–5) similar plans; include client, scope, dates, budget, funding outcomes, and references.

4. **Project Understanding & Approach** — tailored methods to the Town’s SOW, including Balanced Scorecard prioritization, ADA, safety, and deliverability analysis.
5. **Public & Stakeholder Engagement Plan** — Town committees, equity/access listening sessions, and use of Town’s digital engagement platform.
6. **Schedule & Project Management** — baseline schedule, quality control, and risk management.
7. **Utilization & Inclusion Plan (Voluntary/If Applicable)** — Describe strategies to include MWBE and SDVOB firms (prime or subs) and equal employment opportunity policies.
8. **Rate Schedule (separate, unscored)** — current hourly rates by labor category and typical reimbursables (for later negotiations).

Important: This RFQ is qualifications based; do not include a total cost proposal. The Town will negotiate fee with the top-ranked firm.

Submission Instructions for Statement of Qualifications

- **Delivery:** One (1) PDF via e-mail (or USB to the Town Clerk) received by **Friday, April 3, 2026, 2:00 PM ET** to:
Town Clerk, Town of Clifton Park, One Town Hall Plaza, Clifton Park, NY 12065
Email: townclerk@cliftonpark.org (subject: “RFQ 2026-CT-ATMP – [Firm Name]”)
- **Designated Contacts (Procurement Lobbying):** During the **restricted period** (from this RFQ’s posting through contract award), Offerors may communicate only with the Designated Contacts listed below, except as permitted by law. *State Finance Law §§139-j and 139-k* apply to municipalities and restrict contacts intended to influence the procurement; violations can result in a finding of non-responsibility.
 - **Designated Contact (Primary):** John P. Scavo, Director of Planning & Zoning (planning@cliftonpark.org / phone: 518-371-6651)
 - **Alternate:** Caitlin Fantini, Town Clerk (Cfantini@cliftonpark.org / 518-371-6651)

Evaluation & Selection

SOQs will be evaluated per the Scoring Rubric in Section B (below). The Town may request clarifications, conduct interviews, and/or request additional materials. The Town reserves the right to reject any/all submissions and to waive informalities.

Compliance, Certifications & Standard Conditions

The following requirements reflect New York State law and best practices for local government procurements. Some items apply prior to award (submittal with SOQ not required unless noted).

1. **Non-Collusive Bidding Certification (GML §103-d).** Although competitive bidding does not apply to professional services, the Town requires a signed Non-Collusive Bidding Certification to further the policy against collusion and to promote integrity in proposals.
2. **Iran Divestment Act (SFL §165-a; GML §103-g).** Prior to contract award, the selected Offerer must certify it is not on the OGS list of entities engaged in investment activities

in the Iranian energy sector; failure to certify renders the Offerer non-responsive. The OGS maintains the prohibited entities list.

3. **Sexual Harassment Prevention Certification (SFL §139-l; Labor Law §201-g).** Prior to award, Offerer must certify it has a written sexual harassment prevention policy and provides annual training meeting **Labor Law §201-g** standards.
4. **Equal Opportunity / MWBE / SDVOB.** The Town encourages participation by **MWBE** and **SDVOB** firms. While no state or federal funds are being utilized for this Plan's development and no set participation goals is required the Town may award up to 5 points for firms who include a participation strategy in their response.
5. **Insurance & Indemnification.** The selected firm will maintain industry standard commercial general liability, automobile liability, and professional liability (E&O) insurance in amounts to be negotiated, and name the Town as additional insured on CGL/Auto as applicable.
6. **No Obligation to Award.** This RFQ does not obligate the Town to award a contract or pay any costs incurred in preparing a response.

Scoring Rubric (100 points)

The rubric balances qualifications, relevant success on similar work, method/approach (including ADA and safety), deliverability, and the Town's strategic objectives. It focuses on prudent, high-quality services and transparent documentation of award rationale.

Criterion	Points	What We're Looking For
1. Team Qualifications & Capacity	20	Key staff expertise (planning, engineering, ADA/universal design, safety, GIS), NY licensure, availability, depth of bench; quality control approach.
2. Relevant Project Experience	20	Completed active transportation/trails master plans with adoption and implementation; evidence of funding wins (state/federal), interagency coordination (NYSDOT, MPOs Transit Authorities), and strong client references.
3. Project Understanding & Technical Approach	20	Tailored understanding of Clifton Park context; data/GIS strategy; gap/barrier and safety analysis; pragmatic Balanced Scorecard prioritization; feasible implementation/funding strategy.
4. Public & Stakeholder Engagement	15	Decision-oriented engagement, use of Town's digital platform, inclusive outreach (seniors, youth, mobility device users), and integration of feedback into prioritization.
5. Deliverability & Risk Management	10	Realistic schedule, permitting/ROW awareness, maintenance implications, and strategies to de-risk Tier 1 projects.
6. Equity, ADA & Safety Emphasis	10	How the plan measurably improves ADA access, all-ages-and-abilities comfort, and crash risk reduction; clarity of metrics.
7. Utilization & Inclusion Plan (MWBE/SDVOB/EEO)	5	Good-faith strategies to engage MWBE and SDVOB firms and to advance equal opportunity. Note no state or

		federal funding is being used to fund this study (Town local source funds only).
Total	100	

Notes on pricing: Because this is qualifications based, no cost score is included. Rate schedules are collected for negotiation with the highest ranked firm consistent with the Town's procurement procedures and best interests of taxpayers.

Attachments (for the RFQ package)

1. **Attachment A – Draft Scope of Work**
2. **Attachment B – Certification Forms**
 - **Non-Collusive Bidding Certification Form**
 - **Iran Divestment Act Certification Form (SFL §165-a; GML §103-g).**
 - **Sexual Harassment Prevention Certification Form**

Attachment A
Draft Scope of Work

Town of Clifton Park, NY — Community Trails Connectivity+ Active Transportation Bike/Ped Network Plan

Scope of Work (SOW)

Focus: inventory and prioritize routes that connect people to places (schools, parks, preserves, downtown/commercial nodes, transit, civic facilities, neighborhoods), but will not focus on internal trails within nature preserves or other destinations that may have internal recreational trail loops (where existing mapping is available for such internal routes it will be provided by the Town for incorporation into the plan).

This **draft scope** is modeled on best practices reflected in Alta Planning + Design's trail master planning approach (connectivity to destinations, closing gaps, safety/ADA, clear direction for investment) and on the Mountain Village Trails Master Plan framing (guiding document, upgrades/new trails/policy recommendations, connectivity between corridors, safety/navigation/sustainability/partnerships). Project prioritization for Clifton Park uses a Balanced Scorecard structure that aligns projects to strategy and outcomes, not just a list of measures.

Purpose & Relationship to the Comprehensive Plan

Purpose. Prepare an adoptable **Community Trails Connectivity + Active Transportation Plan** that becomes an element of Clifton Park's Comprehensive Plan upon adoption. The plan will:

- Provide a **community-wide network vision** that improves connectivity to destinations and closes network gaps.
- Include **recommendations for trail upgrades, new connections, and policy actions** to improve corridor-to-corridor connectivity.
- Prioritize implementation with a **Balanced Scorecard** approach to keep investments aligned with strategic outcomes.

Plan outcomes (what adoption should enable):

- A mapped, classification based network of **primary and secondary spine routes** that connect neighborhoods to daily needs (schools, parks, nature preserves, employment, shopping, civic), including routes along public roads and through public parks, nature preserves and lands.
- A prioritized, costed set of **capital projects** and **program/policy** actions.
- A "ready-to-implement" toolkit (design guidance references, partnership strategy, funding pathways, phasing).

Project Management & Coordination

Task 2.1 — Technical Project Advisory Committee + Partner Coordination

- Meet with the Town's Project Advisory Committee (to include representatives of Town departments, Town Trails Subcommittee of the Open Space, Trails & Riverfront Committee, GREEN Committee, Highway Safety Committee, trails/walkability/bikeability champions from Clifton Park, Town officials).
- Coordinate with technical, other municipal, and relevant program partners (as applicable): Town departments, Saratoga County, NYSDOT, CRTC, CDTA (transit), Countywide Trails Initiative (CWT)

(led by Saratoga PLAN), school districts, Clifton Park-Halfmoon Public Library, Southern Saratoga YMCA, CAPTAIN, Town-Park Districts, Town Historian John Scherer (bicyclist, as well as historian), major employers, homeowner associations (HOA's), adjacent municipalities, CRTC Active Transportation-Committee (ATAC), regional trail groups, emergency services, and key landowners. Collaboration/partnership emphasis is consistent with goals established for comprehensive planning purposes..

Deliverable: Advisory Committee roster, meeting notes, action log.

Task 2.2 — Project Kickoff + Work Plan

- Confirm study area limits and scope, confirm understanding of existing town-wide connectivity trails network and locations of public nature preserves & internal preserve trails/public parks/public lands; partners/stakeholder list, decision-making structure, and communications protocols.
- Establish plan goals and evaluation themes consistent with master plan practice: connectivity, ADA accessibility/universal design, safety, navigation, sustainability, partnerships,
- Review draft engagement plan.

Deliverable: Finalized Project Work Plan, stakeholder matrix, engagement calendar.

Network Inventory (Routes-to-Destinations Focus)

Task 3.1 — Understand the Community's Initiative and Accomplishments in Raising Awareness of Walkability and Bikeability: Review Existing Plans and Understand the Process for How Trails Have Been Created to Date:

- Review community initiatives and community-driven trails and connectivity plans to date:
 - Good Neighbors Network – Al Cannistraro and other early champions
 - 1999 Trails Master Plan compiled by Trails Committee (note and account for the successes).
 - Role of Volunteers Advocating for Trails: Stories behind the trails successes.
 - History of the Annual Guided Bike-Rides organized by the Trails Committee (every June and October)
 - Vischer Ferry Nature & Historic Preserve (VFNHP) Master Plan – helps understand Riverview Road and linear trails within VFNHP
 - Town of Clifton Park Open Space Plan (2002) - includes trails goals
 - Western Clifton Park Land Conservation Plan and GEIS (2005)
 - Safe Routes to School State Grant with Shenendehowa School District (Clifton Park Center Road and Moe Road)
 - Town of Clifton Park Recreation Plan (2008)
- Review Regional Trails Plans and Regional Plans including but not limited to:
 - Saratoga County 1975 Trails Plan – includes regional trails goals

- Join Us: A Master Plan for the Historic Erie Canal Towpath Trail (Joint project by Clifton Park Trails Advisory Committee and Halfmoon Historical Society Trails Committee) - key for understanding Riverview Road and Vischer Ferry Nature & Historic Preserve trails concepts and goals
- Saratoga County Green Infrastructure Plan (2006) - includes regional trails goals
- Capital District Trails Plan (2019)
- Water Trails and Access to the Erie Canalway National Heritage Corridor
- Mohawk Towpath Scenic Byway Corridor Management Plan
- Empire State Trails Plan (and the gateway to Saratoga County via the Rexford Bridge)
- Review Town Trails & Sidewalks Accomplishments and Understand How Achieved To Date:
 - Review Town Zoning Code, Subdivision Code, and relevant Town Codes to understand Trails Construction requirements through the Development Process. A significant number of trail and sidewalk miles have been constructed through the private development process, conveyed to the Town of Clifton Park, for permanent town ownership and town maintenance responsibilities.
 - Review Key Trails Successes and Approaches from 1990 – 2025; Understand how the Town of Clifton Park has accomplished so many trails and sidewalks to date. Understand how the town has funded trails to date. (Conduct a few key interviews to round out this understanding.)
 - Town of Clifton Park ADA Transition Plan (2025)

Task 3.2 — Data Compilation + GIS Base Map

Compile and map Town of Clifton Park existing conditions in GIS, including:

- Update and add to the existing GIS data available through the Town of Clifton Park.
 - Verify existing data and update data on Town-wide Scale for existing sidewalks, shared-use paths/multi-use trails, dedicated bike lanes, shoulders, signed routes, crossings, signals, curb ramps, and barriers. Town-wide scale data should be of high quality that can also be used for smaller-scale, area maps as well.
- Mapping of All Transportation Modes in and around Clifton Park (navigational waterways, active railroad lines (currently freight), legacy trolley routes and legacy railroad routes, roads, trails, sidewalks, park-and-ride facilities)
- Utility corridors data (electricity; water and sewer)
- Ownership/ROW, easements, utility corridors, railroad crossings, bridges/culverts.
- Create a layer to Show Trails/Sidewalks CURRENT PROJECTS in Planning/Design/Construction Phase and in Pipeline (Town and Private)
- Crash/safety hot spots (as available), speed/volume context, topography, environmental constraints (for feasibility screening).
- Compile regional resource GIS data to be able to show regional connections and context around the entire town perimeter, including the Mohawk River and the presence of the Empire State Trail.

Deliverable: Updated GIS geodatabase + Existing Conditions Map Atlas.

Task 3.3 — Destination & Generator Mapping (“People-to-Places”)

Create a **Destinations & Generators Inventory** and map catchments:

- Create an overall Town-Wide Scale Map to highlight the network with major destinations and generators to understand the larger scale gaps and needs for connections, showing regional context to neighboring communities, Ballston Lake, Round Lake, and the Mohawk River.
- Additionally, with input from the Advisory Committee, suggest creating approximately six (6) to eight (8) closer-up, area maps for review and understanding of neighborhood-scale, pedestrian and bicycling experiences to understand destinations and generators. For example, create a “Town Center Area”, “Jonesville Hamlet Area” or “Vischer Ferry Hamlet Area”, for ease of understanding the nuances of smaller scale opportunities for connections.
- Map land uses anticipated to be destinations and generators: Schools and school campuses; public parks, public pools, recreation facilities, and public nature preserves (as destinations, and please lightly show the known internal nature trail networks); Clifton Park-Halfmoon Public Library, Town Hall/Public buildings and civic campuses, Clifton Park Senior Center, senior living housing, special needs housing, apartments, commercial centers, USPS post offices, employment clusters, transit stops/park-and-ride, healthcare, neighborhood/hamlet centers.
- Add in Regional Trails within the Town of Clifton Park, and also, concepts for and nearby Regional Trails out of town, such as the Zim Smith Trail, the Ballston Veterans Trail and future concepts, the Erie Canal Community Connector Trail that extends into Halfmoon, the Rexford Bridge/NY 146/Balltown Road Multi-Use Trail that leads towards the Mohawk-Hudson Bikeway (which is also the Empire State Trail route).
- Identify “first/last mile” needs to transit and key activity nodes (connectivity emphasis aligns with other sample trail master plan purposes reviewed).

Deliverable: Create about six (6) to eight (8) Area-Scale Destinations Maps; and one compiled Destination Map. Show top destinations within Each Area. On the overall map, show the + “Top 25” destination list with access issues.

Task 3.4 — Field Verification: Connections and Corridors Audits

Conduct fieldwork focused on corridors along/within road right-of-ways and connections through public lands, parks, and nature preserves, documenting:

- Comfort/safety factors: surface conditions, traffic speeds, crossing conditions, sight distance, lighting, winter maintenance constraints.
- ADA/accessibility barriers (curb ramps, grade, surface continuity), reflecting Town of Clifton Park ADA Transition Plan (2025) considerations for accessibility.
- Wayfinding gaps (where navigation is unclear), supporting “effortless navigation” goals.

Deliverable: Photo log, connector and corridor audit sheets, “barrier points” GIS layer.

Network Analysis: Gaps, Barriers, and Connectivity

Task 4.1 — Gap & Barrier Analysis

Identify and map:

- Missing sidewalk/path segments, discontinuous shoulders, unsafe crossings, lack of connections at cul-de-sacs, and severance from arterials/limited crossings.
- Network “pinch points” (bridges, narrow ROW, interchanges), and priority safety conflict zones.
- Identification of future conceptual / strategic locations for potential connections through private lands: there may be a few locations that are privately owned that may be opportunities for future collaboration), for example in the vicinity of Garnsey Park and finding an access from Waite Road.
- Incorporate Public Input on Gaps and Barriers:
 - Public data on desired connections
 - Uncomfortable Intersections with potentially, “too-long” crosswalks or other challenges
 - Public locations identified for desired crosswalks

Deliverable: Gaps & Barriers Map + list of candidate projects.

Task 4.2 — Network Function & Classification

Develop a **functional classification** (example):

- **Primary Spine Corridors:** all-ages-and-abilities connections between major nodes.
- **Secondary Connectors:** neighborhood-to-spine and neighborhood-to-destination links.
- **Local Access / Neighborhood-to-Neighborhood Connectors through Public Lands Greenways:** low-stress routes (often on public lands acquired through subdivision process.)
This supports the creation of a connected system used for transportation and recreation—consistent with the dual-purpose framing of trail plans.
- **Nature Paths within Public Nature Preserves:** identify and acknowledge the presence of these types of trails that exist within natural areas/nature preserves that require their own maintenance needs. Do any of the nature paths within the Town’s owned or managed nature preserves have the potential to become elevated to a “through-route” and serve a dual purpose as a local access/neighborhood-to-neighborhood connector, and if so, are improvements needed and compatible with the specific nature preserve’s management plan?

Deliverable: Draft Network Map + classification definitions.

Public & Stakeholder Engagement (Targeted, Decision-Oriented)

Task 5.1 — Engagement Strategy

Engagement designed to produce implementable priorities (not just visioning), including:

- Purpose of Public and Stakeholder Engagement: to understand the public's interests and motivations, and goals for using the pedestrian networks, to create a community vision within localized areas of town, and an overall town-wide, shared vision, and to help understand the public values for connections and destinations, and to help with creating a rating system to get to priorities.
- **Greenhouse Gas Emissions Benefits of Active Transportation:** Working with the Town's GREEN Committee and the Town's Climate Smart Community Task Force, discuss/share highlight information about Town of Clifton Park's Greenhouse Gas Emissions for Transportation Sector, and survey public's response to this data. The Town has secured two Climate Smart Communities Grants to help build town trails and sidewalks to help with reducing greenhouse gas emissions in Clifton Park – by increasing active transportation opportunities for the community.
- Utilize the Draft Area Maps and Overall Maps to collect data and understand/confirm destinations and generators, and to help identify priority gaps in the connections. The public will offer additional data and information that may not have been anticipated.
- Stakeholder interviews (schools, youth, seniors, employers, developers, advocacy groups, town departments and town advisory committees who use and help maintain the trails, sidewalks, paths).
- Two public workshops/open houses (existing conditions + draft recommendations).
- Interactive mapping survey (crowdsource barriers, desired routes, near-miss locations).
- Utilization / maximization of the opportunity for community engagement through the Town's Clifton Park Connect engagement platform through its town website.

Deliverables: Engagement materials, survey summary, workshop summaries. Summarize who, why, and how people are using the trails, sidewalks, and connections, and how and why they would like to use trails/sidewalks/paths in the future.

Task 5.2 — Trail Usage (Available Count Metrics and Documentation of Demographics/Types of Trail Usage) & Other Usage Types

What is the available public data on **ped/bike usage** of sidewalks, trails, and connections? What is the public data on user counts within the Town of Clifton Park? Could summarize counts done for Hubbs Road Path, Rt 146 Sidewalks, Van Patten Drive, any others? Should the study do any ped/bike count collection efforts for any key locations? Could a section speak to case studies – and highlight some close-up analysis of a few key locations to discuss types of usage? A few local case studies? For example, Shen School Campus to Town Center Park to Town Center area, as one walkable area... and look at strengths and opportunities here?

Deliverables: Pedestrian Usages, Bicycling Usage, & Other types of usage that may include but not be limited to scooter, wheelchair, pedal-assist e-bike.

Task 5.3 — Equity & Access Listening Sessions (Optional but Recommended)

Focused sessions with seniors, youth, mobility device users, and lower-car households to ensure the network reflects broad community needs (equity and accessibility are core master plan considerations).

Deliverable: Equity memo with actionable recommendations.

Recommendations: Projects, Policies, and Programs

Task 6.1 — Capital Project Development (Concept Level)

For each candidate corridor/segment:

- Define project type (multi-use trail (shared-use path) neighborhood connector, new sidewalks extension, nature preserve path improvement, sidewalk infill, crossing upgrade, protected intersection treatments, etc.).
- Develop concept alignments typical cross-sections where useful.
- Identify constraints (ROW, wetlands/streams, utilities), permitting flags, and maintenance considerations.

Deliverable: Project Sheets (map, description, benefits, constraints, planning-level cost range).

Task 6.2 — Spot Improvements Program

Bundle smaller but high-impact actions: crosswalk upgrades, refuge islands, signal timing, ADA ramp upgrades, trailhead/access points, and wayfinding. Navigation/wayfinding aligns with plan goals.

Deliverable: Spot Improvement Toolkit + candidate locations.

Task 6.3 — Policy + Development Code Recommendations

Codify network delivery through:

- Subdivision/site plan standards for sidewalks/paths, internal circulation, and off-site connections.
- Official Map / corridor preservation, easement templates.
- Trail/sidewalk winter maintenance responsibility framework.
- Wayfinding standards and branding approach.

Policy recommendations are a core feature of adopted trail master plans.

Deliverable: Policy & Code Update Memo (adoption-ready language where feasible).

Balanced Scorecard Prioritization Framework (Projects + Programs)

A Balanced Scorecard is used here as a **strategy based system** to align investments with desired results, not just a dashboard of measures. This becomes the plan's "why this first" logic for adoption and grant competitiveness.

Task 7.1 Scorecard Structure (Perspectives + Criteria)

Each project receives a 0–5 score per criterion; each perspective can be weighted. Suggested perspectives:

A) Community Value (People/Access)

- **Connectivity to destinations** (schools, parks, civic, commercial, transit) — reflects master plan connectivity purpose. Consider both neighborhood scale importance and town-wide scale importance, and any overlap.
 - Neighborhood scale destinations
 - Town-wide scale destinations
- **Population Density** (supports denser populated areas)
- **Network gap closure** (does it complete a missing link?)
- **Equity & ADA access** (improves accessibility for all abilities)

B) Safety & Risk Reduction

- Crash history or documented conflict potential
- Crossing complexity reduced (arterials, high-speed segments)
- Separation from traffic / speed management benefits

C) Navigation & User Experience

- Wayfinding clarity improved, intuitive routing, fewer "decision points" (navigation goal)
- Comfort (stress level), lighting, year-round usability (where feasible)

D) Sustainability & Environmental Stewardship

- Mode shift potential (replaces short car trips)
- Minimizes impacts through use of existing corridors/ROW and sustainable practices (aligned with sustainability goal)

E) Economic & Community Vitality

- Supports commercial centers/downtown activity and tourism/quality of life (trails supporting economic development is a stated aim) <https://altago.com/sample-trails-master-plan/>
- Supports school population usage/public library usage/public parks usage/senior center usage/civic center usage, areas with population densities due to land uses
- Supports smaller nodes of activity such as hamlets and other neighborhood scale destinations
- Leverages redevelopment areas and planned growth nodes

F) Deliverability (Feasibility/Cost/Partnerships)

- ROW control and permitting complexity
- Order-of-magnitude cost effectiveness (benefit per dollar)
- Partner readiness and funding leverage (partnership emphasis)

Task 7.2 Weighting + Tiers

Provide two weighting scenarios to support transparent decision-making:

- **“Safety + Schools + Public Library First”** weighting (e.g., higher Safety/Access scores).
- **Safe Routes to Parks/Preserves/Community Centers?**
- **“Network Completion”** weighting (higher Connectivity/Gap Closure).
- **Greenhouse Gas Emission Reductions/Carbon Reduction** may be another weighting criterion that aligns with State funding sources, such as Climate Smart Communities.

Projects are placed into implementation tiers:

- **Tier 1 (0–5 years):** high score + high deliverability
- **Tier 2 (5–10 years):** high value, moderate complexity
- **Tier 3 (10+ years / opportunistic):** preserve corridor, pursue when conditions change

Deliverables:

- Scorecard workbook (with weights, scores, notes)
- Prioritized project list + map by tier
- “Quick wins” list (striping, crossing upgrades, signed routes)

Implementation Plan (Funding, Phasing, and Governance)

Task 8.1 — Capital Improvement & Phasing Plan

- Develop a 10-year implementation roadmap: sequence, dependencies, packaging for grants.
- Identify “bundles” (e.g., school area package, corridor package, crossings package).

Deliverable: Phasing Plan + planning-level cost summary.\

Task 8.2 — Funding & Grant Strategy

Identify likely sources (federal/state/local/private), and match project types to programs. Trail master plans should provide potential funding sources at multiple levels.

Deliverable: Funding Matrix + grant-ready project narratives (top Tier 1).

Task 8.3 — Maintenance & Operations Framework

- Responsibility matrix (Town/County/State/HOA/partners), winter maintenance considerations, lighting considerations (lights along the main spine paved trail through Town Center Park, for example) surface types and lifecycle implications.

Deliverable: O&M Strategy Memo.

Draft Plan, Adoption Package, and Integration into the Comprehensive Plan

Task 9.1 — Draft & Final Master Plan Document

Plan components:

1. Vision + goals (connectivity, safety, navigation, sustainability, partnerships)
2. Understanding of Town's History of Trails Development up to Current Trail Users (and maybe a few case studies of "how we got here")
3. Existing network + destinations inventory
4. Gap/barrier analysis
5. Recommended network + project sheets
6. Balanced Scorecard prioritization results (transparent method) see for method approach:
<https://balancedscorecard.org/wp-content/uploads/2019/08/BSI-using-the-balanced-scorecard-to-align-your-organization.pdf>
7. Implementation, funding, and maintenance
8. Policy recommendations

Task 9.2 — Adoption & Comp Plan Integration Materials

- Resolution-ready summary language, SEQRA coordination notes (as directed by Town Counsel/Planner), mapping exhibits suitable for comp plan appendices.

Deliverable: Adoption packet + comp plan insert language + exhibit set.

Project Schedule (Typical)

A typical planning process (adjustable to Town needs):

- **Month 1–2:** kickoff, data/GIS, destinations mapping
- **Month 2–4:** field audits, gap analysis, public input #1
- **Month 4–6:** draft network + project concepts
- **Month 6–7:** scorecard prioritization + public input #2
- **Month 7–9:** draft plan, revisions, final plan + adoption support

Key Deliverables (Summary Checklist)

- GIS geodatabase + map atlas (existing network, destinations, gaps)
- Corridor audit memo + barrier inventory
- Draft and final network maps + classification system
- Project sheets (capital + spot improvements) with cost ranges
- Policy/code recommendations memo
- Balanced Scorecard prioritization workbook + tiered map
- Funding matrix + implementation phasing plan
- Final master plan document + adoption/comp plan integration package

Attachment B

Certification Forms

- **Non-Collusive Bidding Certification Form**
- **Iran Divestment Act Certification Form**
- **Sexual Harassment Prevention Certification Form**

**NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO 103d
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

(A) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by Law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(B) A bid shall not be considered for award nor shall any award be made where (A)-(1), (2) and (3) have not been complied with; provided however, that if in any case 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 therefor. Where (A)-(1), (2) and (3) have not been complied with, the bid shall not be considered for award nor 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 his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bid (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (A).

By submission of this bid, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

Signature of Bidder

Date

All bidders must sign this certification prior to the opening of the bids.

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165- a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the Town of Clifton Park (TOWN) receive information that a person is in violation of the above-referenced certification, the TOWN will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the TOWN shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The TOWN reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____



Town of Clifton Park, New York

Sexual Harassment Prevention Certification

Purpose

New York State Labor Law § 201-g requires all employers to adopt a written sexual harassment prevention policy and provide annual training. The Town of Clifton Park requires RFQ respondents to certify compliance.

Certification

By submission of this RFQ response, each proposer certifies under penalty of perjury that they:

1. Have implemented a written Sexual Harassment Prevention Policy compliant with NYS Labor Law § 201-g; and
2. Provide annual sexual harassment prevention training compliant with NYS model standards.

Proposer Certification Statement

I have read and understand the requirements set forth above. By signing below, I hereby certify, under penalty of perjury, that:

[Proposer / Company Name]

has implemented a compliant Sexual Harassment Prevention Policy and provides annual training.

Proposer Information:

Proposer / Company Name: _____

Printed Name of Authorized Signatory: _____

Title: _____

Signature: _____

Date: _____

If unable to certify, explain below:
(attach pages if necessary)



The New York State Contract Reporter

This document printed
Monday, March 2, 2026

*NYS' official source of contracting opportunities
Bringing business and government together*

Contracting Opportunity

This ad has not been published. It has been reviewed and pending publication.

Statement of Qualifications are due Friday, April 3, 2026 by 2 p.m. via e-mail by PDF or USB to the Clifton Park Town Clerk. Email submission to townclerk@cliftonpark.org

Title: Community Trails Connectivity & Active Transportation Bike/Ped Network Plan

Agency: Clifton Park, Town of

Division: Planning

CR#: 2132329

Contract Number: 2026-CT-ATMP

Contract Term: 1-year estimated

Issue date: 03/03/2026

Due date: 04/03/2026 02:00 PM

Location: Town of Clifton Park - Saratoga

Category: • Architectural, Engineering & Surveying - Consulting & Other Services (**primary**)
• Transportation, Bus, Rail, Marine & Aviation - Consulting & Other Services

Ad type: General

Entered by: Jennifer Viggiani

Description: The Town of Clifton Park, NY, seeks qualified professional firms/teams to submit Statements of Qualifications to prepare an adoptable Community Trails Connectivity & Active Transportation Plan that will serve as an element of the Town's Comprehensive Plan. The Plan will deliver a town-wide network vision, close key connectivity gaps, improve ADA access and safety, and provide a prioritized, implementation-ready program tied to funding strategies.

Business enterprises awarded an identical or substantially similar procurement contract within the past five years:

1. Town of Clifton Park Agricultural and Farmland Protection Plan, consultant team led by Community Planning & Environmental Associates, supported by E.M. Pemrick & Company, Upstate GIS, and MJ Engineering & Land Surveying. 2024-2026
 2. Kinns Road/Farm to Market Road: Saratoga County Route 109 (CR-109) Corridor Study (joint study by Town of Clifton Park, Town of Halfmoon, Saratoga County). Consultant team: Creighton Manning with Highland Planning. Conducted with Capital Region Transportation Council (CRTC) Linkage Program funding, 2025-2026
 3. ADA Transition Plan: Creighton Manning.
 4. Sitterly Road & Clifton Park Center Rd Intersection Project & Sidewalks Connectivity. Engineering: MJ Engineering.
 5. Town Center Walkability: Clifton Country Road Pedestrian Enhancements. Engineering design: GPI.
 6. Hubbs Road Path Design. Engineering Design by MJ Engineering.
 7. NY 146/NY 146A and Vischer Ferry Rd (CR 90) Bike & Ped Improvements. Engineering design: GPI.
 8. NY 146 Sidewalks. Engineering Design by MJ Engineering.
-

Contact Information

Technical contact: Clifton Park, Town of
Planning
Planning & Zoning Department
John Scavo
Director of Planning & Zoning
One Town Hall Plaza
Clifton Park, New York 12065
United States
(ph) 518-371-6054 ext. 224
(fax) 518-371-1136
jscavo@cliftonpark.org

Primary contact: Clifton Park, Town of
Planning
Planning & Zoning Department
John Scavo
Director of Planning & Zoning
One Town Hall Plaza
Clifton Park, New York 12065
United States
(ph) 518-371-6054 ext. 224
(fax) 518-371-1136
jscavo@cliftonpark.org

Secondary contact: Clifton Park, Town of
Planning
Planning & Zoning Department
Jennifer Viggiani
Open Space Coordinator
One Town Hall Plaza
Clifton Park, New York 12065
United States
(ph) 518-371-6054 ext. 350
(fax) 518-371-1136
jenniferv@cliftonpark.org

Submission contact: Clifton Park, Town of
Town Clerk
Town Clerk
Caitlin Fantini

Town Clerk
One Town Hall Plaza
Clifton Park , New York 12065
United States
(ph) 518-371-6681
(fax) 518-383-5088
townclerk@cliftonpark.org

Documents

RFQ - Community Trails Connectivity & Active Transportation Bike/Ped Network Plan

CP CT-ATMP Full RFQ 02-2026_3-2-2026-2132329.pdf

This is RFQ No. 2026-CT-ATMP that outlines the Town of Clifton Park's interest in soliciting Statements of Qualifications from qualified professional planning/engineering firms (or teams) to prepare an adoptable Community Trails Connectivity & Active Transportation Plan that becomes an element of the Town's Comprehensive Plan upon Town Board adoption. The RFQ expresses the town's intent, procurement method, desired scope of work, proposed deliverables, minimum qualifications, & submission info.

July 2, 2026

To: John Scavo and Jennifer Viggiani

Organization: Town of Clifton Park

From: Kristie Di-Cocco

Project: Clifton Park Community Trails Connectivity and Active Transportation Plan

RE: Scope of Work and Fee Proposal

We are pleased to submit this scope of services for the development of the Town of Clifton Park Community Trails Connectivity and Active Transportation Bike/Ped Network Plan (RFQ No. 2026-CT-ATMP). Through a scoping call held on June 23, 2026 and further clarifications via email correspondence, the following scope of work reflects our refined approach to be contracted through a lump sum by percent complete basis for a fee not to exceed \$215,000 including expenses between August 2026 and April 2027. We look forward to working with you and can refine the enclosed scope of work, if necessary.

Scope of Services

Task 1: Project Management and Coordination

Task 1.1 Project Management and Meetings

Within two weeks of Notice to Proceed, Toole Design will convene a kickoff meeting to

- introduce roles
- outline the critical path of plan development, and
- identify key stakeholders.

This kickoff will establish a shared understanding of project goals, confirm scope and schedule, and set clear expectations for coordination, data needs, and communication throughout the process.

Following the kickoff meeting, the regular cadence for bi-weekly check-in meetings will commence. The meeting schedule will be coordinated with the Project Management Team (PMT) comprised of Town representatives and the Toole Design team. While these meetings are anticipated to consistently offer a virtual platform option, in-person attendance can be accommodated.

Invoicing and progress reports with schedule updates will be prepared monthly to support work developed during each period.

Task 1.2 Project Work Plan

Within two weeks after the kickoff meeting, Toole Design will develop a draft a Project Work Plan (PWP) that includes:

- A comprehensive project schedule with milestones and anticipated deliverable dates, as well as review periods for the Town and the Project Advisory Committee (PAC).

- A project management communications plan with clear responsibilities and protocols for coordinating with the Town and stakeholders
- A draft public and stakeholder engagement plan and engagement calendar (completed under task 3.1)
- A defined QA/QC process that includes internal reviews of each major deliverable by our technical experts.

Task 1.3 Technical Project Advisory Committee (PAC) and Partner Coordination

We will work with the Town to establish and sustain the Project Advisory Committee (PAC) from kickoff through project completion. The PAC will serve as the plan's technical sounding board and its internal champion—drawing on the following:

- Trails Subcommittee of the Open Space Trails & Riverfront Committee
- GREEN Committee
- Highway Safety Committee
- Town department representatives
- Trails advocates, and
- Town officials.

Beyond the PAC, we recognize that this plan sits within a rich web of partner relationships.

We will develop a stakeholder matrix at kickoff and maintain an active log of partner coordination throughout the project. Partners may include Saratoga County, NYSDOT, CRTC and its Active Transportation Committee, CDTA, Saratoga PLAN and the Countywide Trails Initiative, school districts, the Clifton Park-Halfmoon Public Library, the Southern Saratoga YMCA, CAPTAIN, HOAs, adjacent municipalities, regional trail groups, and key landowners. We will seek collaboration and feedback from the Town to inform the stakeholder matrix.

We will maintain a standing agenda for PAC meetings, distribute meeting notes within five business days, and keep a running log of action items.

Deliverables

- Kickoff meeting and materials
- Project Management Plan
- Up to eighteen (18) bi-weekly project check-in meetings
- Up to six (6) PAC and/or partner coordination Meetings with virtual option
- Monthly progress reports to support invoices for up to nine (9) months
- Stakeholder matrix and partner coordination log

Task 2: Existing Conditions and Network Assessment

Task 2.1 Review Existing Plans and Previous Progress

The purpose of this task is to provide the Toole Design team with a baseline understanding of previous planning efforts that identified and recommended active transportation elements. This will aid in informing and aligning the outcomes of this plan with those prior efforts, rather than providing a high-level summary of each plan. A review and inventory of previous plans (up to 17), initiatives, and policy documents that have shaped Clifton Park's trails and active transportation network to date, including the set of plans identified in the Town's Scope of Work will be conducted. These include the following:

- Vischer Ferry Nature & Historic Preserve (VFNHP) Master Plan
- Town of Clifton Park Open Space Plan (2002)
- Western Clifton Park Land Conservation Plan and GEIS (2005)
- Safe Routes to School State Grant with Shenendehowa School District (Clifton Park Center Road and Moe Road)
- Town of Clifton Park Recreation Plan (2008)
- Saratoga County 1975 Trails Plan
- Join Us: A Master Plan for the Historic Erie Canal Towpath Trail
- Saratoga County Green Infrastructure Plan (2006)
- Capital District Trails Plan (2019)
- Water Trails and Access to the Erie Canalway National Heritage Corridor
- Mohawk Towpath Scenic Byway Corridor Management Plan
- Empire State Trails Plan
- Town of Clifton Park ADA Transition Plan (2025)
- Town of Halfmoon Trails Master Plan (2006)
- Exit 9 Land Use and Transportation (Linkage) Study
- Kinns Road Corridor (CR 109) to Farm-to-Market Road study (2026 Draft)
- Trail Feasibility Study - Zim Smith Trail via the Ballston Veterans Trail to Schenectady/Schenectady County (2026 Draft)

To facilitate growth in the network to date, up to five (5) virtual interviews will be conducted with individuals who have been instrumental in Clifton Parks progress. These individuals or groups will be identified in collaboration with the Town. In addition, we will compile and review available data, and recent project information such as the CR-109 Kinns Road Corridor Study to develop a clear understanding of current conditions and how the Town and its active transportation network have evolved.

Task 2.2 - Data Compilation and GIS Base Map

Following the kickoff meeting, Toole Design in coordination with Byer Planning will prepare a request for data and resources needed to complete the scope of work and create a comprehensive understanding of existing conditions. We will use GIS data provided by and in coordination with Town staff to inventory and assess existing data. This will include transportation and safety-related data, land

use data and aerial imagery, GIS data, as well as readily available opensource data from platforms including OpenStreetMap.

We will use additional data sources like Replica to identify gaps, barriers, and areas where connections are incomplete or difficult to navigate, including challenges related to east–west connectivity and regional connections such as access to the Empire State Trail. To a limited extent, we will provide a windshield overview to verify new additions to the active transportation network to update the data.

We will create a MS Excel summary table of available data that includes key information such as data source, limitations, and gaps. This will include available traffic counts, transportation services and amenities (parks and commercial areas), crash data (provided by the Town through the use of CLEAR), demographics, current and future land uses (e.g., plans and proposed developments), schools, as well as available data on roadway and mobility networks, including sidewalks, crossings, trails, transit, and bike infrastructure. Trail usage and counts will be collected from any available local or State resources.

After compiling and reviewing data, we will develop base maps to be used for all planning efforts, including network plan development, and final recommendations. Base maps and associated databases will highlight existing paths and trails, quality and accessibility, as well as proposed infrastructure, crashes, priority areas of need, and traffic volumes for street crossing locations.

Task 2.3 – Gap & Barrier Analysis

Toole Design proposes performing up to three (3) spatial analyses to better illustrate current active transportation conditions and to serve as inputs for later project tasks (e.g., identifying infrastructure recommendations and project prioritization). This analysis will also work to understand potential project constraints for use in prioritization.

- **Trip Potential Analysis:** An analysis to identify where people are more likely to walk or bike. This uses destination data and population data to estimate current pedestrian activity levels and to model opportunities for short trip mode shifts. This can be a valuable input for project prioritization.
- **Crossing Stress and Gap Analysis:** Using Toole Design's Pedestrian Crossing Level of Traffic Stress methodology, we can rate the comfort of every intersection and mid-block crossing in Clifton Park. We can then calculate gaps between low-stress crossings to illustrate barriers to walkability/bankability.
- **Pedestrian Access Analysis:** Everyone in Clifton Park should be able to walk to nearby destinations such as transit stops, schools, and grocery stores safely and comfortably—but can they? This analysis builds upon stress and comfort analysis to evaluate walksheds to essential destinations and rate the level of access at the parcel or block scale.

Beyond spatial analytic analysis, we will use the crash data provided by the Town to highlight the roadways where pedestrian and bicycle involved crashes occur the most. This analysis will be reflected throughout the mapping conducted in task 2.2 and will help inform the prioritization effort within task 4.

We will produce maps of this analysis and use an interactive, dynamic mapping tool called Felt which will allow Town staff and the PAC to zoom in to gain a better understanding of conditions than they

would via a static map. This tool also allows for quicker collaboration and feedback. We will work with Town staff and the PAC to identify up to eight (8) focus area static maps for more detailed mapping.

Mapped barriers and desired routes will inform the state of connectivity and the perception of safety on walking and biking facilities in Clifton Park today.

Deliverables

- Facilitate up to five (5) 1-hour virtual interviews to understand network growth
- Request data memo (pdf)
- Summary table of available data (Excel)
- Up to ten (10) static maps, including focus area maps
- Production and maintenance of a dynamic map produced in Felt
- One draft and final existing conditions and network assessment summary that incorporates
 - Plan, Policy, and Process inventory
 - Network growth interview summary
 - Data analysis and mapping results

Task 3: Public and Stakeholder Engagement

Task 3.1 Public and Stakeholder Engagement Plan

Input received from both the public and key stakeholders will translate into priorities, scoring criteria, and implementation. Engagement will also address emerging issues identified by the Town, including e-bike use. We understand that emerging issues such as e-bike use, particularly higher-speed devices operating on trails, sidewalks, and local streets, are an increasing concern within the community. This plan will address these challenges directly by combining public input, best practices, and policy guidance to support safe, appropriate use while preserving the comfort and function of the network.

The engagement strategy developed will be documented in the engagement plan and will seek to capture trip purpose (school, work, errands) and where people want to go but can't safely travel today, which will strengthen both prioritization and future funding narratives. Platforms such as Engage Clifton Park along with the Town's Granicus subscription as will be identified as engagement hubs across all phases of the project (initial input, draft review, and prioritization), reinforcing transparency and broadening our reach.

Online surveys conducted in task 3.5 will help to quantify demand for walking and biking access to specific destinations and help us to understand trip purpose. Finally, all the public input received will help shape and validate prioritization criteria to create an actionable plan.

Task 3.2 Targeted and Inclusive Stakeholder Engagement

We will lead targeted stakeholder engagement to gather detailed, decision-oriented input on how Clifton Park's transportation network functions today and where improvements are needed. Through the use of previously noted up to five (5) interviews, listening sessions, or small group discussions, we will work

directly with people who use the system in different ways to identify gaps, confirm key destinations, and understand how people move through the network.

We will engage a diverse cross section of the population, including groups such as schools and youth, older adults, people using mobility devices, families and caregivers, employers, developers, advocacy groups, Town departments, and advisory committees. Each conversation will build on public input by focusing on specific barriers, missing connections, and opportunities to improve access to everyday destinations across the Town. We will prioritize outreach to groups that are often underrepresented in traditional engagement. We will translate this input into measurable factors—such as access to a vehicle, mobility challenges, and age-related needs—and map these conditions to identify areas of higher need. These findings will directly inform the Balanced Scorecard, strengthening the Equity and ADA criteria and ensuring that project prioritization reflects community priorities.

We will also work with the Town's GREEN Committee and Climate Smart Communities Task Force to connect this plan to Clifton Park's greenhouse gas reduction goals. Using the Town's existing greenhouse gas emissions data for the transportation sector, we will frame discussions around how expanding active transportation can reduce emissions and support ongoing investments funded through Climate Smart Communities grants.

All materials prepared for this effort will use clear, accessible language, and we will hold meetings in formats and locations that support broad participation. This approach ensures that stakeholder input is not only inclusive, but directly shapes network development, prioritization, and implementation.

Task 3.3 Public Workshops/Open Houses

Our efforts will include two in-person engagement opportunities at decision making, or decision confirming, points of the planning process. The purpose of the first open house is to validate destinations, gaps, and issues. Participants will be asked to interact with a printed map and will be provided with project background. The second opportunity may take the format of a workshop, with the purpose of reviewing and prioritizing projects. We will advertise these opportunities through various online and in-person channels such as Engage Clifton Park, social media, flyers, and yard signs.

Task 3.4 Public Pop-Up Events

Working closely with the Town and community partners, the Toole Design team will select up to eight (8) existing locations/events to attend in well-trafficked places or at community events. Participation and management of events will be split between the Toole Design team and the town, with town or community partners facilitating four (4) of the eight (8) events. The pop-ups will have a tent set up throughout town to share project information and collect input from people who live, work, and play within Clifton Park. A map of the town will be present to allow individuals to comment on locations they feel are safe or unsafe, as well as where they want to see better bicycle and pedestrian connections. A peg board with questions about mode use, travel patterns, and preferences will allow for a creative and interactive activity. This is also a prime opportunity for the project team to promote the public survey and map by providing promotional postcards with QR codes to direct individuals to the web tools.

The pop-ups will be planned in diverse settings and during various days and times of the week to reach people with different schedules and will be coordinated with the Town and PAC. The project team will

develop and maintain a detailed calendar to manage pop-up planning, staffing, and logistics. It is anticipated that the intercepts will take place throughout the project lifespan to facilitate community participation at every stage.

To support pop-up efforts, Toole Design will seek to partner with student volunteers from the Shenendehowa School District National Honor Society and National Junior Honor Society members, CAPTAINS, and other community partners. The Toole Design team will provide training to partners to aid in their ability to run the events effectively and so partners feel supported.

Task 3.5 Online Engagement

Our robust online engagement activities will follow a similar two-phase approach as the in-person opportunities and will be as integrated as possible into the Engage Clifton Park Connect platform.

The first survey will focus on existing conditions with survey questions and a webmap activity. The purpose of the initial survey is to crowdsource barriers, desired routes, near-miss locations, and other experiences on the walking and biking network in Clifton Park.

The survey will also ask general survey questions about demographics, opinions on walking/biking, and opinions on trails. The survey may also ask about the Greenhouse Gas Emissions for Transportation Sector report findings.

The second survey will provide the public with an opportunity to review and prioritize projects, including a prioritization activity. The purpose of this survey is to confirm the direction of plan recommendations, as well as provide a foundation for project prioritization.

Task 3.6 Integration with Prioritization

The purpose of this task will be to translate engagement results into clear criteria and priorities that will guide decision-making that reflect both technical analysis and community-defined needs. This effort will inform and shape the development of the Balanced Scorecard framework which may include key criteria related to connectivity to destinations, safety and crash risk reduction, equity and ADA access, user experience, and deliverability. This approach provides a clear and transparent way to evaluate projects based on connectivity, safety, access to destinations, feasibility, and community value. It also affords flexibility should the Town desire to adjust weighting to reflect local priorities as they evolve, ensuring results align with Clifton Park's goals in the longer term.

This framework also strengthens the Town's ability to compete for funding by clearly demonstrating how priority projects address identified needs.

The resulting Balanced Scorecard framework will be the tool that will be used to evaluate and prioritize projects in task 4.2.

Task 3.7 Engagement Summary

The engagement summary is the final report deliverable for this task and will describe the purpose of each engagement opportunity and provide the overarching themes and takeaways from all the input gathered during each phase. This summary will outline the who, why, and how people are using the trails, sidewalks, and connections, and how they would like to use trails/sidewalks/paths in the future.

The summary will clearly outline how engagement resulted in structured data which we turn into scorecard inputs which will result in a list of prioritized, implementable projects. The summary will also include full sets of feedback from stakeholder engagement, public workshops, and online engagement for reference as needed during the planning process and after the plan is completed and adopted.

Deliverables

- One draft and final Project Engagement Plan
- Engagement materials and outreach content (two updates)
- Survey and webmap and summary of survey and webmap results
- Workshop materials and summaries with key findings
- Up to five (5) Stakeholder interviews
- Preparation for and attendance at up to four (4) in-person pop-up events
- Up to two hours of training and support for each partner led pop-up event
- Balanced Scorecard Framework summary
- One draft and final Engagement Summary memo with documentation of how input informed network development and prioritization

Task 4: Network Development and Prioritization

Task 4.1 Network Development

Using the results of analysis and engagement, we will define a connected network that links neighborhoods to key destinations. This will include primary corridors, secondary connections, and local access routes. High priority locations will be identified to address the most crucial gaps and improve connectivity.

The draft network maps will be used throughout the process to ground discussions and collect detailed, location-based feedback. This will help confirm key destinations, refine connections, and identify priority gaps.

Task 4.2 Network Prioritization

Clifton Park has clearly identified the need for a transparent and defensible approach to prioritization. Our Balanced Scorecard framework developed in task 3.6 will evaluate projects across key criteria. Each project will be scored consistently, with weighting scenarios developed in collaboration with the Town to reflect local priorities. This approach not only supports informed decision-making, but also strengthens the Town's ability to communicate priorities to stakeholders and compete for state and federal funding.

The outcome of this task will be the development of a three-tier system for network build out:

- **Near-term (0-5 years) Projects:** high-visibility projects that are typically lower cost and can be implemented within one to two years of the Plan completion, building momentum and enthusiasm. Also includes projects that may be more costly but are catalysts for network build-out.

- **Mid-term (5-10 years) Projects:** projects that can be implemented as streets are resurfaced or reconstructed or built with capital or grant funding within 10 years of Plan completion.
- **Long-term (10 years+) Projects:** these projects are reserved for the most complex or long-term initiatives with significant benefits, but may require additional study and/or significant financial investment.

Task 4.3 Project Profiles:

For each near and mid-term candidate projects identified in task 4.2 and in support of the 10-year vision for this plan, Toole Design will create project profiles that provide planning-level project definition narratives which will include project type (shared-use path, sidewalk infill, crossing upgrade, protected intersection treatment, nature preserve path improvement, etc.), concept map alignment with recommended countermeasures, treatment, or wayfinding recommendations for each location based on our analysis, engagement, and deep understanding of best practices, typical cross-section where useful, constraint identification (ROW, wetlands, utilities, permitting flags), and planning-level cost ranges. Our goal is for these project sheets to be specific enough to be grant-ready yet flexible enough to accommodate future design development.

Task 4.4 Concept Design:

Planning level concept designs will be provided for the near-term projects identified in task 4.2 up to the budget identified. These concepts may be illustrated in plan view or superimposed over photographs, and will help staff clearly communicate how roadway treatments will improve access and safety at each location. These concepts will also be valuable additions to grant applications.

Task 4.5 Project Costs and Impacts:

Anticipated planning-level construction costs and expected comfort, access, and safety benefits will be calculated for near-term projects up to the budget allocated. Toole Design is a leader in quick-build, demonstration, and micro-engineering strategies that may be utilized to reduce up front capital costs and allow the Town time to monitor the effects safety treatments have on their roadway network before treatments are permanent. This strategy allows the town to act quickly, tweak designs based on ongoing data collection and public comments, and iterate improvements over time based on a scalable annual budget so that progress is not solely dependent on competitive grant wins.

These products, along with project narratives created in task 4.3, are invaluable for quickly completing grant applications. These efforts will help ensure that the Town has the resources and expertise needed to make decisions years after the plan is completed.

Deliverables

- One draft and final Project Profiles for near and mid-term projects
- Draft and final concept designs for near-term projects up to budget allocation
- Planning-level costs for near-term projects up to budget allocation
- One draft and final balanced scorecard prioritization process memo

Task 5: Implementation Strategy

Task 5.1 - Capital Program Development

This task will outline the steps needed to move near-term projects forward, including design, permitting, and coordination. Funding opportunities will be identified and aligned with the near-term projects, with a focus on positioning the Town for state and federal funding including programs such as Transportation Alternatives Program (TAP), Highway Safety Improvement Program (HSIP), Congestion Mitigation and Air Quality (CMAQ), and Climate Smart Communities grants.

Recommendations will outline project phasing, quick-build opportunities, and integration with planned projects, coordinated with Town staff and aligned with the annual budget. Emphasis will be placed on cost efficiency through economies of scale and lower cost construction strategies, enabling steady progress while positioning larger projects for external funding. We will also provide suggestions that will improve systemic network improvements, such as updated maintenance processes and suggestions for future wayfinding standards and branding. Each near-term project will be positioned with clear narratives and supporting materials to maximize competitiveness.

The plan will also address policy and program considerations that support implementation over time, including emerging issues such as e-bike use, where clear guidance will be needed to balance access, safety, and enforcement.

Task 5.2 – Maintenance and Operations

The Toole Design team will develop operational and maintenance recommendations based on facility priority level and location to guide the Town in maintaining its active transportation assets to maximize use. During one of the anticipated stakeholder meetings, a discussion will be held to include questions about current operations and maintenance procedures, and equipment of similar facilities within the Town. We will consider routine, ongoing maintenance such as snow removal, sweeping, and basic repairs, as well as more comprehensive maintenance including resurfacing facilitates as the pavement reaches the end of its lifecycle.

Toole Design will prepare up to three (3) case studies (1-2 pages of copy each) for maintenance and operations including best practice policies that address each operation and maintenance category outlined above.

Deliverables

- One draft and final Phasing Plan
- One draft and final Maintenance and Operations summary

Task 6: Draft and Final Plan

Toole Design will tie together the work accomplished in previous tasks into an easy to understand, practical, and highly visual plan that provides Clifton Park with a framework to guide investment, pursue funding, and advance projects in a coordinated way.

To aid in the compilation of data for a future comprehensive plan, Toole Design will provide support to the Town by providing project materials previously created throughout the planning process for integration.

Deliverables

- One draft (pdf) and final plan (pdf and up to 5 hardcopies of the final plan)

Cost Summary

The following outlines the cost for the scope of work using the rate table provided in the proposal response. These rates are valid for use through April 2027 and any extension of project schedule will require an update to rates.

Table 1: Fee Proposal Table

Task	Description	Fee
Task 1	Project Management & Coordination	\$25,425.00
Task 2	Existing Conditions and Network Assessment	\$53,295.00
Task 3	Public and Stakeholder Engagement	\$50,435.00
Task 4	Network Development and Prioritization	\$52,080.00
Task 5	Implementation Strategy	\$13,575.00
Task 6	Draft and Final Plan	\$16,465.00
	Expenses	\$ 3,725.00
	TOTAL	\$215,000.00 ✱

Sincerely,

Kristie Di Cocco | Sr. Principal Engineer

TOOLE DESIGN

kdicocco@tooledesign.com | 838.988.1366

April 3, 2026

Town of Clifton Park
Attn: Community Trails Connectivity and Active Transportation Plan Selection Committee
Clifton Park Town Hall
1 Town Hall Plaza
Clifton Park, NY 12065

RE: RFQ – Community Trails Connectivity and Active Transportation Bike/Ped Network Plan

Dear Selection Committee,

The Town of Clifton Park's Community Trails Connectivity and Active Transportation Plan presents an opportunity to build on decades of local investment and bring greater clarity, connectivity, and direction to the Town's growing network. Clifton Park has made consistent progress in expanding trails and sidewalks. The next step is to organize that work into a connected network, identify the most important gaps, and set clear priorities for implementation.

Clifton Park is well positioned to advance this effort. The Town has constructed more than 17 miles of trails and continues to expand pedestrian infrastructure through both public investment and the development process. Recent investments such as the Hubbs Road shared use path, Route 146 improvements, and targeted crossing upgrades are already making a meaningful difference for residents. Active advisory committees, including the Open Space, Trails and Riverfront Committee and Trails Subcommittee, have played a meaningful role in advancing this work. This level of commitment and follow-through is exemplary and provides a strong foundation to advance this work that is focused on implementation.

Toole Design is the leading firm in North America dedicated to the planning and design of active transportation networks. We work with communities that are ready to move from incremental improvements to coordinated systems, with real results for safety and livability. Our clients include cities, towns, and regions across New York and the Northeast, as well as nationally, with over 20 offices and 350 employees across the U.S. Our competitive strength is our integrated team of professionals that move quickly and efficiently from planning into funding, design, and construction.

Kristie Di Cocco, PE will serve as Project Manager and will lead day-to-day coordination and task execution for the project. As a Clifton Park resident since 2017, Kristie has experienced firsthand how the Town's growing network supports everyday life—from short neighborhood connections that make it possible to teach children to ride a bike, to after-dinner walks that connect families to parks and open space. This lived experience reinforces our understanding that the next phase of this work is not just expansion, but creating a network that functions seamlessly for daily trips across the Town.

Kristie is a licensed PE in New York State and brings extensive experience delivering active transportation and trail projects across New York, including work on the Empire State Trail and multiple corridor and connectivity studies. As a Clifton Park resident, she also brings an intimate understanding of the Town's network, travel patterns, and community priorities.

Adam Wood, AICP will serve as Principal-in-Charge, providing senior oversight and national perspective as Toole Design's Active Transportation Planning National Practice Lead. He has led multimodal plans and trail networks across the country and brings deep experience in network planning, funding strategy, and implementation.

Byer Planning, LLC, a NYS certified DBE and WBE, expands the breadth, depth, and local knowledge of our team. Together, our team brings the experience, local insight, and technical depth to deliver a plan that is both practical and ready to move forward.

What sets our team apart is the combination of national expertise and local insight. We bring a deep understanding of how Clifton Park's network functions today, paired with experience delivering implementable, fundable plans across New York and nationally. Our focus is on building upon the Town's recent successes and translating them into a coordinated, high-functioning network that can be advanced efficiently and competitively.

We appreciate the opportunity to submit our qualifications and are excited about the potential to support Clifton Park's next phase of investment. If you have any questions, please contact me at jdegray@tooledesign.com or 857.398.6479. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Jason DeGray". The signature is fluid and cursive, with the first name "Jason" and last name "DeGray" clearly legible.

Jason DeGray, PE, PTOE
Director of Operations, Northeastern U.S.

Toole Design's contracting entity for New York is Transportation Engineering Design, DPC (TED) an affiliate of Toole Design Group, LLC. TED has the same management as Toole Design and performs engineering work under the direction of Bill Schultheiss, PE, who is a New York-registered engineer.

2. TEAM AND ORGANIZATIONAL STRUCTURE

TOOLE DESIGN

Toole Design is a recognized leader in planning, engineering, and landscape architecture specializing in multimodal transportation planning and design. We create the communities of tomorrow where walking, bicycling, and taking transit are safe, convenient, and enjoyable for everyone. We focus on developing cost-effective and implementable solutions that move people efficiently while also improving health, quality of life, and economic vitality. We have accomplished this on numerous Complete Streets, bikeway, streetscape, green infrastructure, and trail projects around North America. At Toole Design, our mission is to create livable communities where walking and bicycling are safe, convenient, and enjoyable for everyone. Everyone you work with at Toole Design—including our planners, data scientists, civil engineers, traffic analysts, landscape architects, graphic designers, and engagement specialists—works on active transportation projects all day every day.

Multimodal projects come with a unique suite of design challenges, procedural complexities, and political hurdles. We will use our extensive applied experience to push past the soundbites and dig into these challenges by your side. Toole Design is proud of our track record of industry-leading projects including the AASHTO Bike Guide, the FHWA Pedestrian and Bicycle Safety Guide and Countermeasure Selection System, and the FHWA Achieving Multimodal Networks: Applying Design Flexibility and Reducing Conflicts—which means our plans are informed by the latest proven approaches to advancing multimodal mobility. Our work includes final engineering design of Complete Streets, bikeways and trails, and walkways, allowing us to incorporate constructability and implementation considerations into our planning projects.

ACTIVE TRANSPORTATION AND TRANSIT PLANNING

Toole Design has assisted over 330 communities in 48 states develop active transportation plans. We have managed numerous transportation planning projects, from the neighborhood level to the city, regional, and statewide scale, and our staff have evaluated tens of thousands of miles of roadways to develop networks of

streets that provide safer and more accessible options for all users. We understand the needs of people who walk, bike, take transit, and drive, and the challenges they each face in terms of safety, mobility, and accessibility. Our plans reflect this understanding by providing tailored recommendations for each mode.

MULTIMODAL ENGINEERING

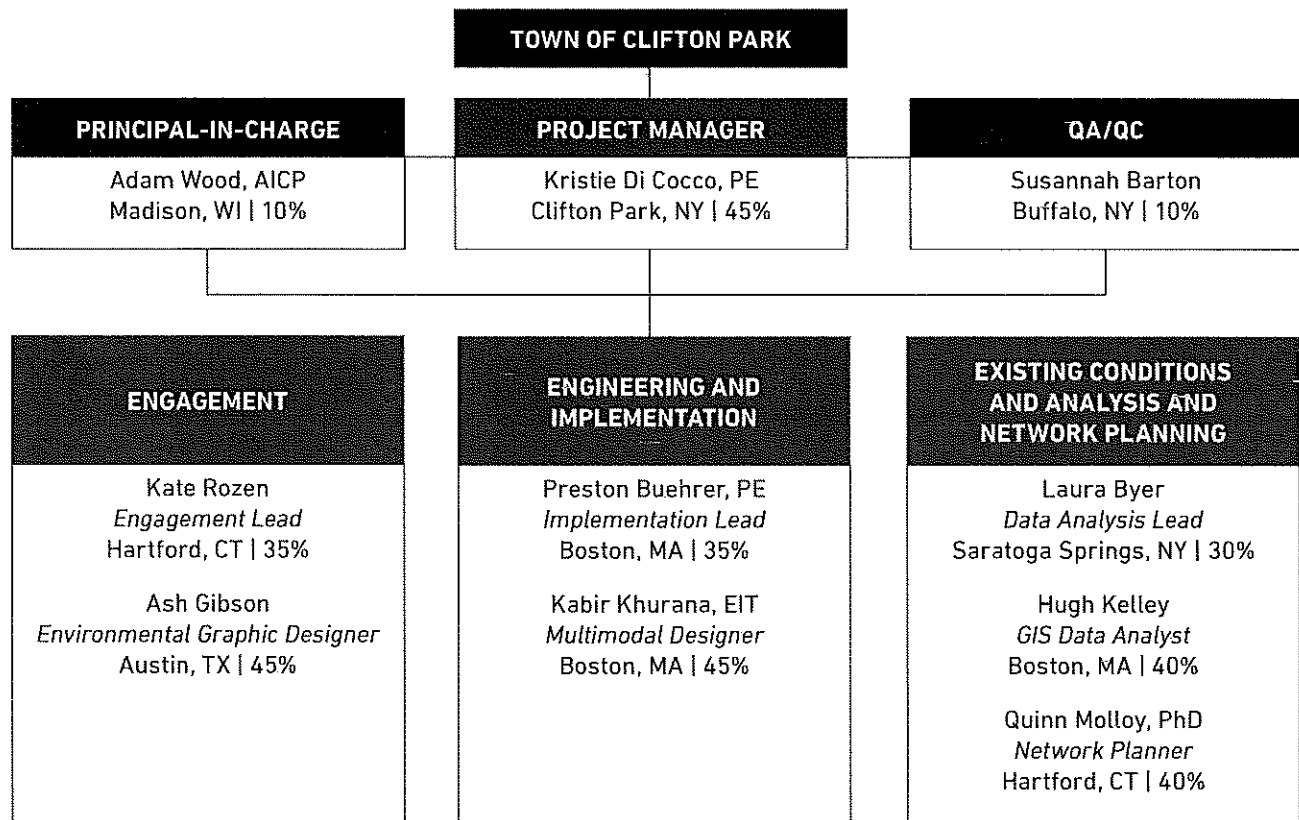
Toole Design is a leader in multimodal design services, including alternatives analysis and concept design, traffic analysis and signal design, cost estimates, final design and construction documents, project coordination, and construction administration services. We have a keen understanding of the design details associated with the interactions between various travel modes, and in all of our design work, we pair a Complete Streets philosophy—that streets should provide safe, comfortable, and convenient travel for everyone in the community, regardless of mode and with particular concern for those who are the most vulnerable—with a reverence for local context.

BYER PLANNING

Byer Planning, LLC is a New York-based planning firm focused on improving quality of life through better access to destinations for people of all ages and abilities. Founded in 2022 and led by Laura Byer, the firm brings over a decade of experience in active transportation planning, GIS analysis, and mapping. Byer Planning has supported communities across New York State with bicycle and pedestrian plans, corridor studies, and comprehensive planning efforts, as well as project prioritization and equity analysis. Based in Saratoga Springs, the firm brings strong regional knowledge and an understanding of how planning decisions are made at the local level. As a certified DBE and WBE, Byer Planning adds both technical expertise and a local perspective, with a focus on delivering clear, high-quality work that reflects community priorities and supports implementation.

TEAM ORGANIZATION

The organizational chart below illustrates our proposed approach to staffing the various elements of the project. This includes each team member's roles, office locations, and availability for this project.



KRISTIE DI COCCO, PE
PROJECT MANAGER

Years of Experience: 20

Bachelor of Science, Civil Engineering,

The State University of New York at Buffalo

Professional Engineer: NY (#088834), GA, MA, MS

Kristie brings extensive experience managing active transportation and trail projects across New York, including waterfront corridor planning, trail network expansion, and multimodal connectivity studies. As a Clifton Park resident, she brings a direct understanding of the Town's network, travel patterns, and community priorities.

Congress Street Bridge Study, Watervliet, NY

The Congress Street Bridge Study identified a number of improvements for better vehicular, pedestrian, bicycle, and transit connectivity within the study area.

This included six priority projects that would create a shared-use path along the bridge and pedestrian scale gateway intersections at either end of the bridge. Each priority project included detailed renderings, descriptions, cost estimates, implementation strategies, and continued maintenance plans. Kristie served as the Project Engineer responsible for the design, cost estimating, and implementation strategy for the projects within the study area.

Canandaigua Waterfront Active Transportation Plan, Canandaigua, NY

As Project Manager, Kristie was responsible for the development of non-motorized transportation alternatives on the Main Street/Lakeshore Drive corridors. Kristie was responsible for the evaluation of alternatives and their impacts to the non-motorized network. An additional task included the development of a shared use path alignment connecting the waterfront to an existing shared facility.

Zim Smith Trail Connector, Malta, NY

As Project Engineer, Kristie led the design efforts to connect the existing 9-mile Zim Smith Trail to key access points within the Luther Technology Campus trail network. This 1.3-mile multi-use trail was guided by a steering committee, which determined it should accommodate occasional equestrian use as well as bicyclists and pedestrians. Kristie coordinated with stakeholders including Saratoga PLAN, NYSDOT, NYSDEC, and private property owners to secure the necessary land for construction.



ADAM WOOD, AICP
PRINCIPAL-IN-CHARGE

Years of Experience: 21

Master of Science, Community and Regional Planning,
University of Texas at Austin
Bachelor of Arts, Geography, University of Texas at Austin
American Institute of Certified Planners

Adam is a certified planner with expertise in active transportation planning and helping communities change their transportation paradigms. Adam has worked with more than 50 clients across the U.S., developing plans and strategies to increase the mode share, safety, and equity of biking and walking. As Toole Design's Active Transportation Plan Practice Lead, Adam helps develop and hone our methods and serves as a sounding board and strategist to planners around the company. He excels at translating community values into actionable policy and program strategies; leading the development of street design decision-making processes and design guides; and planning local, regional, and statewide bicycle and pedestrian transportation systems.

Cambridge Bicycle Plan Update, Cambridge, MA

As Toole Design's Project Director, Adam worked closely with the City's Project Manager to develop strategic approaches to a variety of unique challenges. He helped simplify the communication of complex topics, pivot and reimagined public engagement, and planning implementation in accordance with the city's noteworthy Cycling Safety Ordinance. Adam worked closely with the client and project team to thoroughly integrate equity and bikeway innovation into the plan.

Complete Streets Training, Wethersfield, CT

Adam developed and led a multi-jurisdictional Complete Streets training for the Central Connecticut Health District. The focus of this training was Complete Streets principles, moving from policy to implementation,

finding solutions in constrained rights-of-way, and identifying creative, cost-effective retrofit solutions.

Village of Grafton Bicycle and Pedestrian Plan, Grafton, WI

Adam was the Project Manager for this bicycle and pedestrian facilities plan for a small but growing community. He oversaw the development of an interconnected study network, analyzed demand for biking and walking, performed fieldwork, facilitated steering committee meetings and public workshops, and prepared recommendations for a multi-faceted education and awareness initiative.



SUSANNAH BARTON
QA/QC LEAD

Years of Experience: 9

Master in Urban Planning,
State University of New York at Buffalo
Bachelor of Arts, Business Administration, Austin College

Susannah is a Senior Planner at Toole Design, where she leads mobility planning efforts focused on improving access, safety, and connectivity for communities. She brings experience in comprehensive planning and community development, including directing implementation of the City of Memphis's comprehensive plan and overseeing major neighborhood investments through the Accelerate Memphis initiative. Previously, she served as Director of the Quality Public Spaces program at the Memphis Medical District Collaborative, advancing projects that strengthened connections around key medical, educational, and research institutions.

Greater Heights Strategic Connections Plan, Houston, TX

As Project Manager, Susannah is responsible for coordinating Toole Design's efforts developing the Greater Heights Strategic Connections Plan, a mobility plan focused on infrastructure improvements to expand access and improve safety to the White Oak Bayou, neighborhood trails, and key destinations in the Greater Heights community. I, Susannah is overseeing the development of a data-driven needs analysis, including multi-day field work and data collection, which informed a people-first priority mobility network and a list of prioritized projects for implementation by the Memorial Heights Redevelopment Agency. Susannah led a multi-disciplinary team to develop prioritization criteria, scoring, and project graphics and visualizations for multiple corridor and intersection improvement projects.

3. RELEVANT PROJECT EXPERIENCE

The following is a selection of Toole Design's recent, relevant work.

CCRPC ACTIVE TRANSPORTATION PLAN UPDATE CHITTENDEN COUNTY, VT

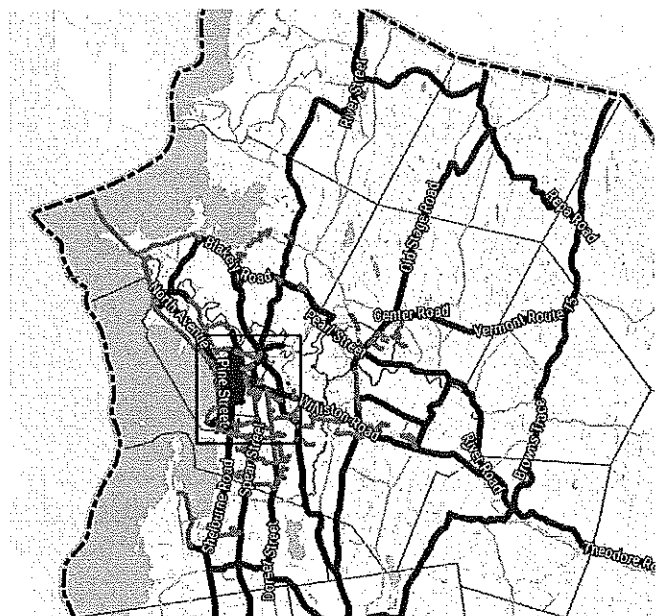
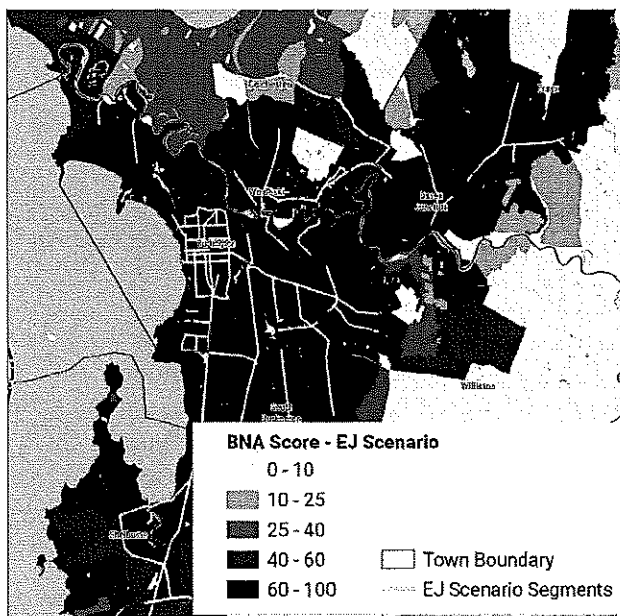
Chittenden County Regional Planning Commission
Bryan Davis, Senior Transportation Planner
802.846.4490, bdavis@ccrpcvt.org
2022, \$82K

Toole Design developed the 2017 regional active transportation plan for Chittenden County Regional Planning Commission (CCRPC), as well as a 2023 comprehensive update to the plan. The 2023 plan update serves as the active transportation element of CCRPC's current long-range Metropolitan Transportation Plan (MTP). It builds upon previous plans and projects and ensures that ongoing active transportation initiatives are coordinated across the County to provide a safe and comfortable pedestrian and bicycle network that serves all ages and abilities.

Toole Design facilitated an advisory committee to guide the plan update, which included members from

VTrans, Vermont Department of Health, and local agency and advocacy representatives. Toole Design staff also led and participated in listening sessions with priority populations, including older adults and mobility justice and racial equity advocates. To round out engagement, the project team created a webmap that captured more than 350 unique responses from the public on active transportation barriers and opportunities throughout Chittenden County.

The plan update includes a series of analyses that examine different components of the active transportation network, including a Bicycle Network Analysis, Walk/Bike Trip Potential Analysis, and Equity Analysis. We also researched historic and contemporary transportation planning trends, including the role of structural racism in perpetuating transportation inequities. Bicycle and pedestrian network recommendations were based on findings from analysis and research, as well as discussions with CCRPC staff and the advisory committee to identify best practices in active transportation facility selection and accommodations. The result of this planning process was a series of proposed infrastructure and program/policy recommendations



Toole Design led the 2023 update to CCRPC's regional Active Transportation Plan, delivering a coordinated vision for a safe and connected walking and bicycling network that was formally adopted by the CCRPC Board.

organized around five themes: equity, encouragement, connectivity and economic development, mode shift, and maintenance. The CCRPC Board adopted the plan update in January 2023.

CITY OF ROCHESTER ACTIVE TRANSPORTATION PLAN

ROCHESTER, NY

City of Rochester
Darin Ramsay, Assistant Transportation Specialist
585.428.6695, darin.ramsay@cityofrochester.gov
2023-2022, \$200K

The Rochester Active Transportation Plan is a comprehensive effort to accelerate bike network implementation in the City of Rochester and chart a course for rectifying pedestrian safety and accessibility issues. Building upon previous plans, studies, and analyses, Toole Design's focus was on integrating disability and racial justice lenses into active transportation planning in Rochester, identifying and addressing obstacles to bike network implementation, and catching up the state of pedestrian and accessibility planning in the City with other kinds of active transportation work.

Key to achieving these goals meant reaching Rochester communities that may not have been heard as part of past planning processes. In partnership with local marketing and creative events professionals, Toole Design led a unique multi-pronged approach to engagement focused on pop-up events, social media, and paid advertisements in local media and radio. The team of neighborhood consultants Toole Design hired to amplify engagement efforts was representative of a wide range of stakeholder groups and marginalized communities in Rochester, including Black and brown communities, LGBTQ+ people, youth, disabled people, new Americans, and others. The neighborhood consultants worked both as ambassadors to the project in their communities and as a focus group for processing themes and developing broader takeaways from survey data.

In close collaboration with the City of Rochester and its implementation partners, Toole Design completed analysis of the existing conditions of Rochester's physical infrastructure, policy environment, and project delivery processes. The methods for

establishing a baseline in these areas were varied, spanning technical analyses like Level of Crossing Stress and crash analysis, and qualitative approaches like stakeholder interviews and plan and policy reviews. Toole Design and the City of Rochester built on this foundation to draft recommendations, including creating area pedestrian plans for increase pedestrian safety and accessibility, creating a bike spine network to guide the development of all ages and abilities bicycle infrastructure, and developing an active transportation winter maintenance plan to ensure residents have safe and reliable access to transportation facilities year-round. These recommendations were used to support a successful Safe Streets for All funding application, through which the City will carry forward implementation of plan recommendations.

MONROE COUNTY COUNTYWIDE ACTIVE TRANSPORTATION PLAN

MONROE COUNTY, NY

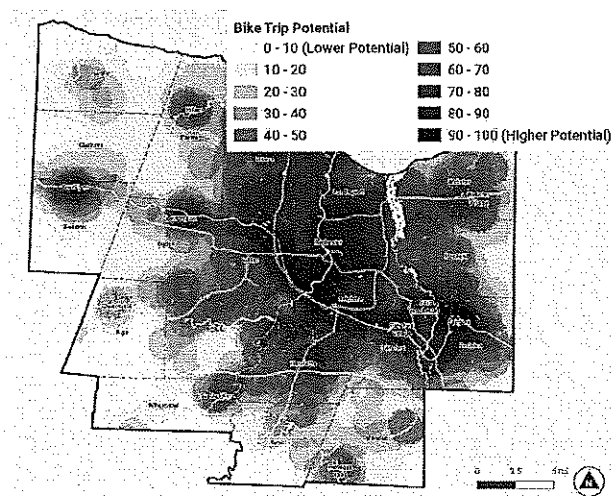
Monroe County
Yixuan Lin, Senior Planner
585.415.5060, yixuanlin@monroecounty.gov
2022-2023, \$170K

The Monroe County Countywide Active Transportation Plan provides an evidence-based platform that brings together existing data and planning initiatives to advance the function, equity, and resilience of the countywide active transportation network for people of all ages and abilities. Building on existing active transportation plans completed by local municipalities—including the implementation of recommendations, obstacles encountered, and need for plan updates—Toole Design's aimed to understand the evolution of active transportation planning in Monroe County to help inform the recommendations of the Countywide Active Transportation Plan.

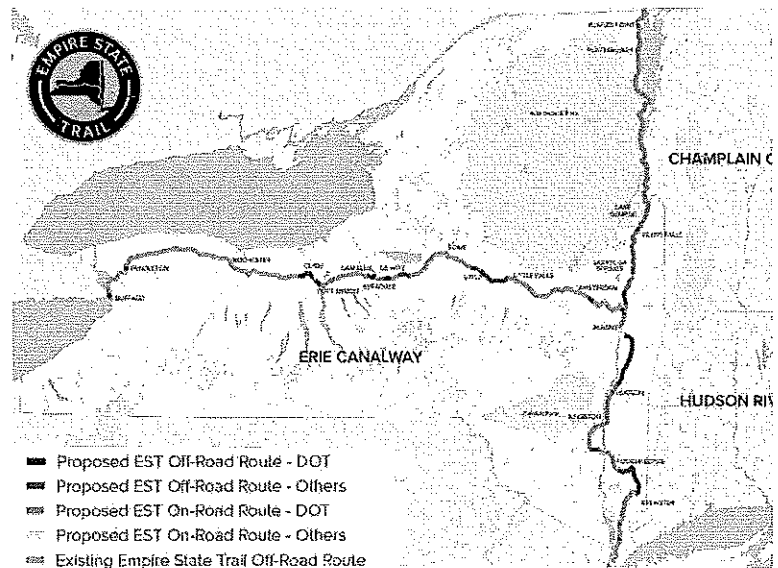
Due to the varied transportation environments in Monroe County, which include urban, suburban, and rural corridors, and a robust off-road trail system, each context offered a unique set of opportunities and constraints for active mobility. Toole Design leveraged practices that could be used in Monroe County to implement transportation projects that presented a visionary future and maps an achievable priority network that could be built in the near-term.

Additionally, the successful creation of the plan required balancing several project priorities including racial equity/social justice, climate resilience, and accessibility. Elevating and centering the voices and needs of marginalized groups was integral to Toole Design's approach to active transportation planning. As a result, Toole Design created a robust engagement strategy to connect with and learn from those most impacted by existing conditions and proposed changes through various touchpoints, local venues, and community events.

Toole Design completed the Bicycle Network Analysis to assess the County's existing bicycle network's connectivity to local and neighborhood facilities, parks and recreational trails, and points of interest, to name a few. Following additional technical analyses and engagement with the public, Toole Design worked with the County to propose a high-level active transportation network that met the emerging and evolving needs of Monroe County residents, unconstrained by fiscal and other limitations.



Toole Design developed an evidence-based, equity-centered Active Transportation Plan that integrates data, community engagement, and best practices to advance a connected, resilient, and accessible network across Monroe County.



Toole Design is shaping the NYSDOT Active Transportation Strategic Plan, a landmark effort to create a cohesive, data-driven framework for improving safety, accessibility, and active mobility across New York State.

NYSDOT ACTIVE TRANSPORTATION STRATEGIC PLAN UPDATE

New York State Department of Transportation
Karen Lorf, Statewide Pedestrian/Bicycle Coordinator
518.485.7275, karen.lorf@dot.ny.gov
2023-2026, \$400K

Toole Design is a core team member for this project, for which we will work closely with NYSDOT staff and stakeholders to develop a strategic, needs-driven plan for improving active transportation and pedestrian/bicycle safety in New York State. The team's approach organizes the planning process around the state's goals, objectives, and performance measures that uses thorough data analysis, inclusive community outreach, and network planning to create a supported and actionable plan. Toole Design's scope includes the following:

- Review institutional policies and programs that relate to people's experience walking, bicycling, and using micromobility options.
- Oversee robust public outreach to hear concerns and ideas about active transportation in all of NYSDOT's 11 regions.
- Document and assess how AT is integrated into NYSDOT's ongoing programs and projects; assess how the NYSDOT State Bike Touring program is doing.

- Assess AT programs and documents; conduct up to 20 interviews within NYSDOT and local agencies.
- Perform BLOS/BLTS, trip potential analysis, and crash analysis.
- Prepare a summary of AT policies, strategies, and performance measures that other State DOTs use to guide the inclusion of AT accommodations on state and local roads.
- Develop Complete Streets Policy and Procedures; develop design standards, performance measures, and implementation plan.
- Develop an action plan for new State Bike Touring Routes.
- Provide recommendations for revising plan and design guidelines based on AASHTO, FHWA, and PROWAG guidance.
- Create an implementation plan that lays a clear strategy for improving AT across New York, based on the needs identified in the planning process.

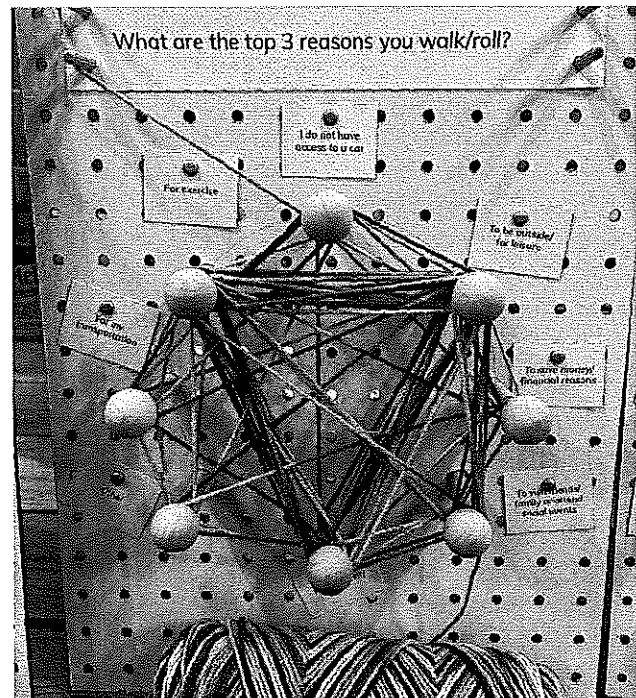
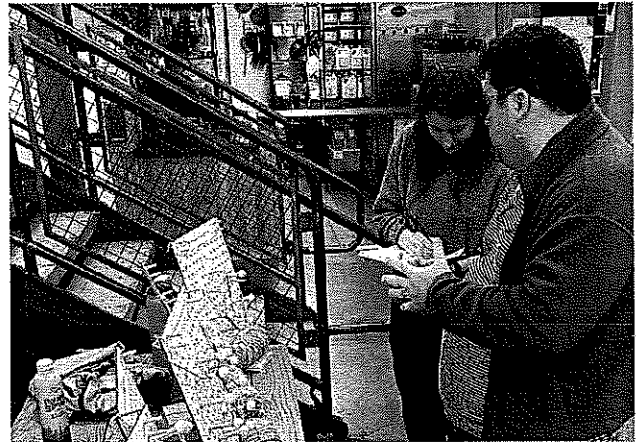
CAPITOL REGION BICYCLE AND PEDESTRIAN PRIORITY NETWORK PLAN HARTFORD REGION, CT

Capitol Region Council of Governments
Mike Cipriano, AICP, Principal Transportation Planner
860.724.4223, mcipriano@crcog.org
2024-2026, \$400K

While the Capitol Region has some bicycling and pedestrian trails, on-street facilities, and protected infrastructure, it lacks a cohesive and fully connected network. In a region comprising 38 communities and a wide range of land uses, Toole Design is leading the development of a bicycle and pedestrian implementation plan to increase safe walking and biking for the Capitol Region Council of Governments.

Based on data analysis and community outreach, our team is identifying gaps, strengths, and opportunities in the region's active transportation network. By assessing the level of traffic stress across existing infrastructure and collecting the needs and desires of utility and recreational travelers, Toole Design will develop a Network Plan for implementation. The plan will identify key corridors as well as facility design typologies, outline primary funding sources, and short- and long-term strategies to garner support and build political will with key stakeholders.

A diverse Advisory Committee representing special interest groups, state and local government agencies, a local run club, older adults, and biking advocates is helping to guide this 18-month process. Engagement includes interactive pop-ups with tactile activities, walking audits of priority corridors with anchor employers, and public meetings to provide updates on the progress.



Toole Design is leading an engagement-driven effort to shape a safer, more connected bicycle and pedestrian network across the Capitol Region's 38 communities.

4. PROJECT UNDERSTANDING AND APPROACH

PROJECT UNDERSTANDING

Clifton Park's transportation network reflects decades of steady growth and recent, visible investment. The Town includes a mix of residential neighborhoods, commercial corridors such as Route 146, and a growing system of trails and sidewalks that provide access to parks, schools, and community destinations. Assets such as the Mohawk River corridor and the Vischer Ferry Nature and Historic Preserve contribute to a strong sense of place and offer meaningful opportunities for recreation and connection.

In recent years, the Town has made measurable progress in expanding and improving its active transportation network. Projects such as the Hubbs Road Sidewalk and Shared Use Path, the Route 146 Safety and Mobility Project, and intersection improvements at Sitterly Road and Clifton Park Center Road are improving conditions across the community. Spot improvements, including RRFB installations near schools and along key corridors, reflect a deliberate effort to address safety and access in multiple locations.

These improvements are noticeable and appreciated by residents. Investment has been distributed across the Town, strengthening north-south connections and addressing areas of need. Opportunities remain to improve east-west connectivity and strengthen links between neighborhoods and destinations.

As in many communities, the network has developed incrementally. Individual segments function well, but connections between neighborhoods, schools, commercial areas, and regional assets are not always consistent or intuitive. The Rexford Bridge now includes a shared use path, but connections north of the Mohawk River remain incomplete, and access to the Empire State Trail is indirect. These gaps limit how effectively the network serves everyday trips.

Clifton Park is also experiencing continued growth, with an influx of new residents in recent years increasing demand for safe and accessible transportation options. At the same time, long-standing needs remain, including access to schools, the Shenendehowa campus, CAPTAINS, and other community destinations. This dual

dynamic underscores the importance of a network that supports both everyday travel and recreation.

Clifton Park has reached a point where the focus can shift from expanding individual facilities to making the network function as a whole. The Town has already made meaningful investments and demonstrated a strong commitment to improving active transportation. This plan provides an opportunity to build on that momentum by identifying key connections, addressing gaps, and establishing clear priorities for implementation.

PROJECT APPROACH

Toole Design has reviewed the Town's Request for Qualifications and understands the need to deliver a plan that is clear, focused, and ready to implement. Our approach combines targeted analysis, community input, and practical decision-making tools to support Clifton Park's next phase of investment.

As leaders in active transportation planning, the Toole Design Team brings a proven, adaptable approach to developing community-focused mobility and trail plans, tailored to each community's unique context and priorities. We understand Clifton Park is seeking to expand its trail network while strengthening connections between neighborhoods, parks, schools, and key destinations. The goal is a safe, accessible, and well-connected system for people of all ages and abilities.



Toole Design helps communities envision safer and more accessible places for users of all ages and abilities.

Our approach is grounded in reinforcing and building upon the Town's recent successes. Clifton Park has demonstrated the ability to deliver meaningful improvements across the community, and this plan will ensure those investments function as a coordinated system moving forward. We will emphasize actionable, near-term implementation through phased improvements, flexibility to pursue "quick-win" opportunities as they present themselves, and long term planned projects. The result is a community-supported plan that aligns infrastructure, policy, and programs with funding and implementation capacity.

We will help define a clear, cohesive vision that builds on existing assets, enhances connectivity, and positions the Town to advance priority projects efficiently and competitively.

This will be a collaborative, iterative process with Town staff and the Advisory Committee, resulting in a adaptable, easy-to-update plan that evolves with the community over time.

Our process involves the following six steps:

STEP	EXAMPLE
1. Vision and Goals We start with articulating the community's vision for the future and clearly defining the goals, objectives, and targets for the plan	Clifton Park wants to establish a connected, accessible walking and biking network that accommodates all ages and abilities.
2. Opportunities and Needs We identify and evaluate opportunities and barriers to achieving the plan goals, analyzing plans, policies, and data to explain the current paradigm and highlight what needs to change.	We will analyze the existing trails and active transportation network for gaps, review previous plans, and understand where opportunities present themselves.
3. Solutions and Strategies Building on our discovery of opportunities and needs, we develop infrastructure, policy, and program recommendations tailored to achieving the goals.	Identifying crossing enhancement projects at high-risk crash locations and where closing gaps can provide access to important destinations.
4. Priorities Implementation starts with defining priorities, and Toole Design has a strong approach to data-driven, goal-oriented prioritization.	Prioritizing projects that are cost effective, provide access, and connect to important destinations.
5. Documentation We create plans in various formats, but they all emphasize clarity and brevity, making them easy to understand and accessible to a wide audience	Using plain language and including imagery and examples reflective of Clifton Park's unique context.
6. Ongoing Tracking To measure success, we identify meaningful metrics for tracking the implementation of the plan and evaluating effectiveness of actions. This enables the Town to pivot and adjust, and completes the circle of our iterative process	Assembling a prioritization process that allows the Town to reevaluate priorities as conditions change.

EXISTING CONDITIONS AND NETWORK ASSESSMENT

We will conduct a thorough review of the plans, initiatives, and policy documents that have shaped Clifton Park's trails and active transportation network to date, including the full set of plans identified in the Scope of Work. In addition, we will compile and review available data, and recent project information to develop a clear understanding of current conditions and how the Town and its active transportation network have evolved. This includes mapping trails, sidewalks, crossings, and key destinations such as schools, parks, and commercial areas.

Particular attention will be given to how recent investments are performing and how they connect to the broader network, including corridors such as Hubbs Road, Route 146, and recently improved intersections.

Our analysis will focus on how the network functions today. Toole Design and Byer Planning will use GIS data provided by Clifton Park, and bring in additional data sources like Replica to identify gaps, barriers, and areas where connections are incomplete or difficult to navigate, including challenges related to east-west connectivity and regional connections such as access to the Empire State Trail. This analysis will also work to understand potential project constraints for use in prioritization. Fieldwork will confirm conditions and document user experience in terms of safety, comfort, and accessibility.

Data Compilation and GIS Base Map

We will coordinate with Town staff to inventory and assess existing data. This will include transportation and safety-related data, land use data and aerial imagery, GIS data, as well as readily available open-source data from platforms including OpenStreetMap. We will create a MS Excel summary table of available data that includes key information such as data source, limitations, and gaps. Following the kickoff meeting, Toole Design will prepare a request for data and resources needed to complete the scope of work and create a comprehensive understanding of existing conditions. This will include available traffic counts, transportation services and amenities, collision data, demographics, current and future land uses (e.g., plans and proposed developments) as well as all available data on roadway and mobility networks, including sidewalks, trails, transit, and bike infrastructure.

DATA-DRIVEN INSIGHTS AND TOOLS

The Toole Design Team has an active license to use Replica. Replica is a data-driven, activity-based model that builds a synthetic population using American Community Survey (ACS), location-based services, and transaction data to estimate who is traveling, by what mode, and at what time of day. The benefit of this data source is that, despite being approximate, it provides universal coverage of vulnerable road user travel, including origins and destinations, for a snapshot that can help assess areas where safe system improvements are most needed.

Additional data collection processes and tools to inspect and digitally inventory Clifton Park's roads and infrastructure can be discussed.

Methods for highly detailed data collection vary widely in price and can move a project away from core scope goals. Most assets necessary for this plan are available in a publicly available dataset, or in proprietary data that Toole Design has access to. Some third-party services, such as Cyvl, offer full street scans in the style of Google Street View with automatic asset identification, usually charging per centerline mile, per year, which we can assist in acquiring if this is a priority.

After compiling and reviewing data, we will develop base maps to be used for all planning efforts, including fieldwork, network plan development, and final recommendations. Base maps and associated databases will highlight existing paths and trails, quality and accessibility, as well as proposed infrastructure, crashes, priority areas of need, and traffic volumes for street crossing locations.

Toole Design proposes performing three to five spatial analyses to better illustrate current active transportation conditions and to serve as inputs for later project tasks (e.g., identifying infrastructure recommendations and project prioritization). We look forward to discussing the following ideas with the Town to right-size this task relative to the project as a whole:

- **Crash/Safety Analysis:** Highlighting the roadways where pedestrian and bicycle involved crashes

occur the most. This could include crash mapping, hotspot analysis, and systemic safety analysis to identify locations with elevated crash risk.

- **Trip Potential Analysis:** An analysis to identify where people are more likely to walk or bike. This uses destination data and population data to estimate current pedestrian activity levels and to model opportunities for short trip mode shifts. This can be a valuable input for project prioritization.
- **Crossing Stress and Gap Analysis:** Using Toole Design's Pedestrian Crossing Level of Traffic Stress methodology, we can rate the comfort of every intersection and mid-block crossing in Clifton Park. We can then calculate gaps between low-stress crossings to illustrate barriers to walkability/bankability.
- **Pedestrian Comfort Analysis:** We will develop a sidewalk comfort rating using data such as adjacent land use, adjacent traffic volumes and speeds, sidewalk width (depending on available data), and sidewalk separation from moving traffic. The results could be used to identify priorities for sidewalk installation or widening, trail connections, and more.
- **Pedestrian Access Analysis:** Everyone in Clifton Park should be able to walk to nearby destinations such as transit stops, schools, and grocery stores safely and comfortably—but can they? This analysis builds upon stress and comfort analysis to evaluate walksheds to essential destinations and rate the level of access at the parcel or block scale.
- **Equity Analysis:** Finally, we propose evaluating the results of the previous analyses to identify and evaluate disparities in safety, comfort, and access. This analysis can be used to identify areas that may be prioritized for infrastructure implementation based on a goal of creating an equitable active transportation system. Diverse community and stakeholder storytelling (task 3) can complement this analysis and shed insights on how people view and perceive these issues.

We recognize that many of Clifton Park's most impactful connections will depend on coordination with private landowners, redevelopment opportunities, and partner agencies. Our approach is designed to identify not only ideal alignments, but realistic pathways to implementation, including phased strategies, opportunistic connections, and integration with the development review process.

We will produce maps of this analysis and use an interactive, dynamic mapping tool called Felt which will allow Town staff and the Advisory Team to zoom in to gain a better understanding of conditions than they would via a static map. This tool also allows for quicker collaboration and feedback. We will work with Town staff and the Advisory Team to identify 6-8 focus areas for more detailed mapping.

Trail usage and counts will be collected from any available local or State resources. If desired, we can provide resources and recommendations for obtaining accurate pedestrian and bicyclist counts, or help the Town establish a counting program.

DELIVERABLES

- One draft and final Plan, Policy, and Process review memo
- One draft and final Data analysis and mapping memo
- One draft and final Fieldwork summary memo

NETWORK DEVELOPMENT AND PRIORITIZATION

Using the results of analysis and engagement, we will define a connected network that links neighborhoods to key destinations. This will include primary corridors, secondary connections, and local access routes.

High priority locations will be identified to address the most crucial gaps and improve connectivity. Each of these locations will be defined at a level that supports cost estimation, coordination, and future funding. We have approached this work in a variety of ways, and look forward to customizing our approach and scale of this task with Town staff. Products may include:

- **Corridor Profiles:** For top priority locations, Toole Design will create corridor profiles that map roadway and trail characteristics, crash history by travel mode and severity, and other information. We will then provide a map with recommended countermeasures, treatment, or wayfinding recommendations for each location based on our analysis, engagement, and deep understanding of best practices.
- **Concept Design:** Planning level concept designs will also be provided for the highest priority locations in Clifton Park. These drawings may be in plan view or superimposed over photographs, and will help staff

clearly communicate how roadway treatments will improve safety at each location. These concepts will also be valuable additions to grant applications.

- **Project Costs and Impacts:** Anticipated construction and maintenance costs and expected comfort, access, and safety benefits will be calculated for priority locations. Toole Design is a leader in quick-build, demonstration, and micro-engineering strategies that may be utilized to reduce up front capital costs and allow the Town time to monitor the effects safety treatments have on their roadway network before treatments are permanent. This strategy allows the town to act quickly, tweak designs based on ongoing data collection and public comments, and iterate improvements over time based on a scalable annual budget so that progress is not solely dependent on competitive grant wins.

These products, along with project narratives are invaluable for quickly completing grant applications.

We will also provide guidance and tools that will improve systemic network improvements, such as updated maintenance processes, a countermeasure selection toolbox, and wayfinding standards and branding. These efforts will help ensure that the Town

has the resources and expertise needed to make decisions years after the plan is completed.

Clifton Park has clearly identified the need for a transparent and defensible approach to prioritization. Our Balanced Scorecard framework will evaluate projects across key criteria including connectivity to destinations, safety and crash risk reduction, equity and ADA access, user experience, and deliverability. Each project will be scored consistently, with weighting scenarios developed in collaboration with the Town to reflect local priorities. This approach not only supports informed decision-making, but also strengthens the Town's ability to communicate priorities to stakeholders and compete for state and federal funding. This approach provides a clear and transparent way to evaluate projects based on connectivity, safety, access to destinations, feasibility, and community value.

Community and stakeholder input will directly inform scoring criteria and weighting, ensuring that the prioritization framework reflects both technical analysis and community-defined values. This affords flexibility should the Town desire to adjust weighting to reflect local priorities as they evolve, ensuring results align with Clifton Park's goals in the longer term.



Toole Design has begun working with 3D Gaussian Capture technology to produce and edit complex 3D models of real world spaces to produce concept designs that goes above and beyond what was previously possible. This technology saves time and budget and we would be happy to talk through this technology in more detail.

This framework also strengthens the Town's ability to compete for funding by clearly demonstrating how priority projects address identified needs.

DELIVERABLES

- One draft and final Corridor Profiles and concept design
- One draft and final balanced scorecard prioritization process memo
- One draft and final project list and maps with grant narratives
- One draft and final project selection toolkit
- One draft and final policy and code update memo

IMPLEMENTATION STRATEGY

The plan will outline the steps needed to move projects forward, including design, permitting, and coordination. Funding opportunities will be identified and aligned with priority projects, with a focus on positioning the Town for state and federal funding.

Recommendations will outline project phasing, quick-build opportunities, and integration with planned projects, coordinated with Town staff and aligned with the annual budget. Emphasis will be placed on cost efficiency through economies of scale and lower cost construction strategies, enabling steady progress while positioning larger projects for external funding.

The plan will also address policy and program considerations that support implementation over time, including emerging issues such as e-bike use, where clear guidance will be needed to balance access, safety, and enforcement.

Capital Project Development

For each candidate corridor and connection identified through the gap analysis and network classification, we will develop concept-level project definitions that include project type (shared-use path, sidewalk infill, crossing upgrade, protected intersection treatment, nature preserve path improvement, etc.), concept alignment and typical cross-section where useful, constraint identification (ROW, wetlands, utilities, permitting flags), and planning-level cost ranges. Our goal is for these project sheets to be specific enough to be grant-ready yet flexible enough to accommodate future design development.

DELIVERABLES

- One draft and final Phasing Plan
- One draft and final Operations and Management strategy memo

FINAL PLAN

Toole Design will tie together all of the work accomplished in previous tasks into an easy to understand, practical, and highly visual plan that provides Clifton Park with a framework to guide investment, pursue funding, and advance projects in a coordinated way.

DELIVERABLES

- One draft and final plan



Toole Design delivers visually compelling, highly crafted plans that translate complex data and community input into clear, engaging, and actionable stories.

5. PUBLIC AND STAKEHOLDER ENGAGEMENT PLAN

Public engagement for this project will be designed to inform decisions, not just gather input. The goal is to understand how people currently use Clifton Park's transportation network, where connections fall short, and which improvements will have the greatest impact on daily travel. Engagement will directly inform network development and prioritization, ensuring that recommendations reflect community needs and are supported for implementation.

The purpose of stakeholder engagement is to:

- Understand how residents use trails, sidewalks, and connections today
- Identify barriers to walking and bicycling for everyday trips
- Define key destinations and desired connections across the Town
- Establish shared priorities that can guide project selection and funding

Engagement will focus on producing clear, actionable outcomes. Input will be structured to support the development of a prioritization framework, ensuring that community values are directly reflected in project ranking and decision-making.

BUILDING ON EXISTING TOWN EFFORTS

This process will build on the Town's existing engagement platforms and recent outreach efforts. We will maximize the use of the Town's Clifton Park

Connect platform, along with the Town website, social media channels, and community networks, to expand reach and participation. Our web mapping tool will identify locations where people desire connections or feel uncomfortable due to traffic volumes and speeds, missing infrastructure, or missing information like wayfinding.

We will also coordinate with ongoing Town initiatives, including the GREEN Committee and Climate Smart Communities Task Force. Engagement will incorporate discussion of the role of active transportation in reducing greenhouse gas emissions and build on the Town's recent investments in trails and sidewalks supported through Climate Smart Communities funding.

PUBLIC AND STAKEHOLDER ENGAGEMENT PLAN

Input received from both the public and key stakeholders will translate into priorities, scoring criteria, and implementation. Engagement will also address emerging issues identified by the Town, including e-bike use. We understand that emerging issues such as e-bike use, particularly higher-speed devices operating on trails, sidewalks, and local streets, are an increasing concern within the community. This plan will address these challenges directly by combining public input, best practices, and policy guidance to support safe, appropriate use while preserving the comfort and function of the network.

ENGAGEMENT INPUT	HOW IT'S COLLECTED	HOW IT FEEDS DECISIONS
Desired routes	Interactive map	Connectivity and demand score
Unsafe locations	Map and workshops	Safety score
Barrier severity	Survey ranking	Equity and ADA score
Trip purpose	Survey	Economic and community value
Priority voting	Workshops/digital	Final weighting calibration

Our engagement strategy will capture trip purpose (school, work, errands) and where people want to go but can't safely travel today, which will strengthen both prioritization and future funding narratives. We will use the Clifton Park Connect platform as an engagement hub across all phases of the project (initial input, draft review, and prioritization), reinforcing transparency and broadening our reach. The table on the previous page summarizes how inputs will be collected, and how that input will impact decision making throughout the planning process.

Mapped barriers and desired routes will inform the state of connectivity and the perception of safety on walking and biking facilities in Clifton park today. Online survey responses will help to quantify demand for walking and biking access to specific destinations and help us to understand trip purpose. Finally, all the public input received will help shape and validate prioritization criteria to create an actionable plan.

TARGETED AND INCLUSIVE STAKEHOLDER ENGAGEMENT

We will lead targeted stakeholder engagement to gather detailed, decision-oriented input on how Clifton Park's transportation network functions today and where improvements are needed. Through interviews, listening sessions, and small group discussions, we will work directly with people who use the system in different ways to identify gaps, confirm key destinations, and understand how people move through the network.

We will engage schools and youth, older adults, people using mobility devices, families and caregivers, employers, developers, advocacy groups, Town departments, and advisory committees.

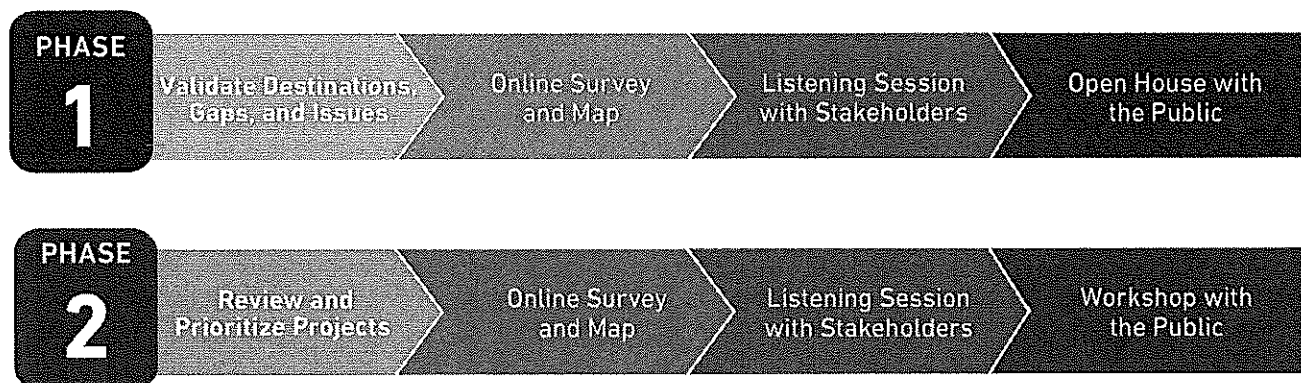
Each conversation will build on public input by focusing on specific barriers, missing connections, and opportunities to improve access to everyday destinations across the Town.

We will prioritize outreach to groups that are often underrepresented in traditional engagement. We will translate this input into measurable factors—such as access to a vehicle, mobility challenges, and age-related needs—and map these conditions to identify areas of higher need. These findings will directly inform the Balanced Scorecard, strengthening the Equity and ADA criteria and ensuring that project prioritization reflects community priorities.

We will also work with the Town's GREEN Committee and Climate Smart Communities Task Force to connect this plan to Clifton Park's greenhouse gas reduction goals. Using the Town's existing greenhouse gas emissions data for the transportation sector, we will frame discussions around how expanding active transportation can reduce emissions and support ongoing investments funded through Climate Smart Communities grants.

All materials will use clear, accessible language, and we will hold meetings in formats and locations that support broad participation. This approach ensures that stakeholder input is not only inclusive, but directly shapes network development, prioritization, and implementation.

We will align priority projects with relevant funding sources, including programs such as Transportation Alternatives Program (TAP), Highway Safety Improvement Program (HSIP), Congestion Mitigation and Air Quality (CMAQ), and Climate



Smart Communities grants. Each Tier 1 project will be positioned with clear narratives and supporting materials to maximize competitiveness.

PUBLIC WORKSHOPS/OPEN HOUSES

Our efforts will include two in-person engagement opportunities at decision making, or decision confirming, points of the planning process. The purpose of the first open house is to validate destinations, gaps, and issues. Participants will be asked to interact with a printed map and will be provided with project background. The second opportunity may take the format of a workshop, with the purpose of reviewing and prioritizing projects. We will advertise these opportunities through various online and in-person channels such as Clifton Park Connect, social media, flyers, and yard signs.

ONLINE ENGAGEMENT

Our robust online engagement activities will follow a similar two-phase approach as the in-person opportunities and will be as integrated as possible into the Clifton Park Connect platform.

The first survey will focus on existing conditions with survey questions and a webmap activity. The purpose of the initial survey is to crowdsource barriers, desired routes, near-miss locations, and other experiences on the walking and biking network in Clifton Park. The survey will also ask general survey questions about demographics, opinions on walking/biking, and opinions on trails. The survey may also ask about the Greenhouse Gas Emissions for Transportation Sector report findings.

The second survey will provide the public with an opportunity to review and prioritize projects, including a prioritization activity. The purpose of this survey is to confirm the direction of plan recommendations, as well as provide a foundation for project prioritization.

INTEGRATION WITH PRIORITIZATION

Draft network maps will be used throughout the process to ground discussions and collect detailed, location-based feedback. This will help confirm key destinations, refine connections, and identify priority gaps.

A defining feature of this approach is the direct integration of engagement results into project prioritization. Community input will inform the development of the Balanced Scorecard framework and will help shape how projects are evaluated.

Engagement results will be translated into clear criteria and priorities that guide decision-making. This ensures that the final plan reflects both technical analysis and community-defined needs.

ENGAGEMENT SUMMARY

The engagement summary is the final report deliverable for this task and will describe the purpose of each engagement opportunity and provide the overarching themes and takeaways from all the input gathered during each phase. This summary will outline the who, why, and how people are using the trails, sidewalks, and connections, and how they would like to use trails/sidewalks/paths in the future. The summary will clearly outline how engagement resulted in structured data which we turn into scorecard inputs which will result in a list of prioritized, implementable projects. The summary will also include full sets of feedback from stakeholder engagement, public workshops, and online engagement for reference as needed during the planning process and after the plan is completed and adopted.

DELIVERABLES

- One draft and final Project Engagement Plan
- Engagement materials and outreach content (two updates)
- Survey and webmap and summary of survey and webmap results
- Workshop materials and summaries with key findings
- Stakeholder interviews
- One draft and final Engagement Summary memo with documentation of how input informed network development and prioritization

6. SCHEDULE AND PROJECT MANAGEMENT

Toole Design is ready and available to launch and execute this project. We are committed to meeting or exceeding the Town's expectations for this project in a timely manner, and we will commit our staff and resources throughout this project. The table below demonstrates Toole Design's proposed timeline.

TASKS	MONTHS	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan
PROJECT MANAGEMENT										
Kickoff Meeting		●								
Project Management Plan		■								
Project Check-in Meetings		●	●	●	●	●	●	●	●	●
Advisory Team Meetings			●		●		●		●	
EXISTING CONDITIONS AND NETWORK ASSESSMENT										
Data Collection and Review										
Plan, Policy, and Process Review				■						
Data Analysis and Mapping Memo					■					
Fieldwork and Summary Memo										
PUBLIC AND STAKEHOLDER ENGAGEMENT										
Engagement Plan			■							
Website and Communications										
Survey and Webmapping										
Workshops/Open Houses				■			■			
Stakeholder Interviews										
Engagement Summary Memo						■				
NETWORK DEVELOPMENT AND PRIORITIZATION										
Corridor Profiles and Concept Design								■		
Balanced Scorecard Prioritization								■		
Prioritized Project List and Map with Funding Matrix and Narratives								■		
Project Selection Toolkit								■		
Policy and Code update Memo							■			
IMPLEMENTATION STRATEGY										
Phasing Plan										
Operations and Management Strategy Memo										
FINAL PLAN										
Final Plan										■

● Meetings
■ Deliverables

PROJECT MANAGEMENT

PROJECT MANAGEMENT AND COORDINATION

Within two weeks of Notice to Proceed, Toole Design will convene a kickoff meeting to introduce roles, outline the critical path of plan development, and identify key stakeholders. We ensure our team's alignment with Town staff on priorities, key challenges, and the path forward. This kickoff will establish a shared understanding of project goals, confirm scope and schedule, and set clear expectations for coordination, data needs, and communication throughout the process.

Project Manager **Kristie Di Cocco, PE**, will manage this project with a clear focus on fiscal responsibility and schedule control. She will coordinate closely with team members to ensure efficient production, proactive issue resolution, and timely delivery of milestones. She will bring our interdisciplinary team together to do their best work. Kristie will take the lead on setting agendas for project management check-in meetings, summarizing identified action items, and communicating these items to the project team. She is flexible in using whatever communication methods work best for clients, but typically employs email, Microsoft Teams, and a files sharing portal to organize communications. Toole Design is a national firm that routinely utilizes industry leaders and subject matter experts from all of our offices. Our project team will schedule routine visits that meet the project schedule and needs. We will be available daily via electronic platforms and will hold regular check-in meetings to ensure constant communication.

Toole Design uses Deltek Vantagepoint, a fully integrated project management and accounting system that provides real-time financial data and staff availability metrics. This system allows project managers to monitor budgets, track earned value against progress, forecast remaining effort, and adjust resources proactively to prevent overruns. Regular internal coordination meetings reinforce accountability and schedule adherence.

PROJECT WORK PLAN

Prior to the kickoff, Toole Design will develop a draft Project Work Plan (PWP) that includes:

- A comprehensive project schedule with milestones and anticipated deliverable

- dates, as well as review periods for the Town and the Project Advisory Committee
- A project management communications plan with clear responsibilities and protocols for coordinating with the Town and stakeholders
- A draft public and stakeholder engagement plan and engagement calendar
- A defined QA/QC process that ensures internal reviews of each major deliverable by our technical experts

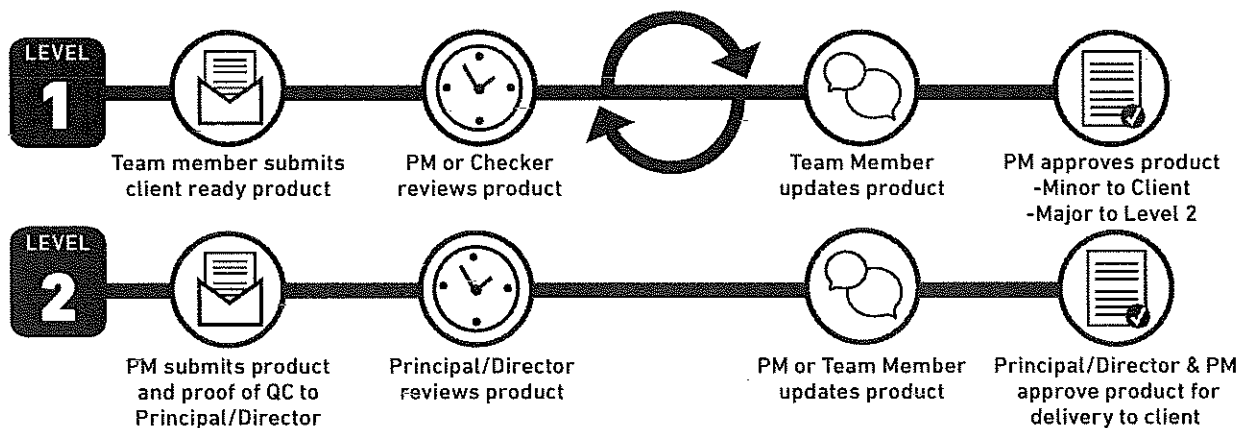
We will proactively identify and address potential risks, including right-of-way constraints, permitting requirements, utility conflicts, and coordination with partner agencies. Early identification of these factors will support realistic project prioritization and reduce implementation risk for Tier 1 projects.

TECHNICAL PROJECT ADVISORY COMMITTEE AND PARTNER COORDINATION

We will work with the Town to establish and sustain the Project Advisory Committee (PAC) from kickoff through plan adoption. The PAC will serve as the plan's technical sounding board and its internal champion—drawing on the Trails Subcommittee of the Open Space, Trails & Riverfront Committee, the GREEN Committee, the Highway Safety Committee, and Town department representatives, alongside trails advocates and Town officials.

Beyond the PAC, we recognize that this plan sits within a rich web of partner relationships—Saratoga County, NYSDOT, CRTC and its Active Transportation Committee, CDTA, Saratoga PLAN and the Countywide Trails Initiative, school districts, the Clifton Park-Halfmoon Public Library, the Southern Saratoga YMCA, CAPTAIN, HOAs, adjacent municipalities, regional trail groups, and key landowners. We will develop a stakeholder matrix at kickoff and maintain an active log of partner coordination throughout the project. Collaboration is not a courtesy in this plan; it is a delivery mechanism, and many of the plan's best implementation opportunities will come through the relationships we build during this process.

We will maintain a standing agenda for PAC meetings, distribute meeting notes within five business days, and keep a running log of action items.



QUALITY ASSURANCE/QUALITY CONTROL

As part of our commitment to providing the highest level of quality, Toole Design employs a rigorous Quality Assurance/Quality Control (QA/QC) program to control the quality of our work as well as that of our subconsultants. Every Toole Design project is assigned a Principal-in-Charge, a senior staff member who takes personal responsibility for Toole Design's performance on the project. Projects then start with an internal kickoff meeting where the project manager and Principal-in-Charge work with the project team to clearly define and document the roles and responsibilities of all team members and discuss the appropriate QA/QC process. Before any project begins, our project manager will have considered the time and energy required to appropriately review and approve all project deliverables as part of the proposed cost and schedule. Toole Design also keeps internal documentation of our rigorous review process, providing our clients with the confidence that, if needed, our process can be shown after the fact.

The production of a quality product frequently involves the combined efforts of several individuals. As a result, all Toole Design staff involved in the project are Toole Design's expected to adhere to this philosophy:

- Quality is achieved through adequate project planning, coordination, supervision, and technical direction; proper definition of project requirements and procedures; the use of appropriately skilled personnel; and by individuals performing work functions carefully, accurately, and completely.
- Quality is controlled through checking, reviewing, and monitoring of work activities by individuals with appropriate levels of experience and who are not directly responsible for performing the work.
- Quality is assured through a qualified staff person conducting independent reviews of the project's processes, procedures, documentation, supervision, technical direction, and staffing.
- Quality is critical to project success and client satisfaction, and achieving Toole Design's quality goals requires careful planning and budgeting.

The QA/QC program provides Toole Design project managers with proven processes and tools for delivering products on time and within budget. The program is also constantly evolving—project managers are encouraged to share project management and production review processes within the company, which improves our efficiency and attention to detail. Toole Design is happy to share our full QA/QC policy and program with the Town of Clifton Park. The program can be summed up simply: no report, drawing, or product of any kind leaves our office without a documented review. We demand the same level of performance from our subconsultants, and our senior staff thoroughly review their work before its submittal to the client.

Our team brings extensive experience managing complex transportation projects within defined budgets and schedules. We understand that cost control and performance within budget allocations are essential to project success, and we integrate fiscal discipline and schedule management into every phase of our work.

DELIVERABLES: Kickoff Meeting and materials | Project Management Plan | Bi-weekly project check-in meetings | Four Advisory Team Meetings | Monthly progress reports to support invoicing | Monthly project management meetings and materials

7. UTILIZATION AND INCLUSION PLAN

Toole Design is certified as a WBE by the Women's Business Enterprise Council (WBENC). As a graduate of the Disadvantaged Business Enterprise program, we are strong supporters of other women and minority-owned businesses in our industry. Across every project, we prioritize inclusive practices in staffing, teaming, and contracting, ensuring diverse perspectives shape the solutions we deliver. As a woman-owned and women-led firm, we actively seek to create opportunities for women-owned and minority-owned businesses, foster inclusive project teams, and embed equity into our design process, reflecting our belief that equitable practices lead to stronger outcomes for communities.

Byer Planing, LLC, our teaming partner for this project is a New York certified DBE firm.

APPROACH AND METHODOLOGY TO SELECTING SUBCONTRACTORS

Toole Design prioritizes teaming with local businesses who have deep community roots and can offer our clients unique expertise or strategies. This leads us to partner frequently with women-owned, minority-owned, and emerging small businesses. Toole Design's Non-Discrimination Policy includes procurement procedures regarding the utilization of D/M/W/ESB. Project managers consider minority business status when selecting potential subcontractors and suppliers, whether or not a contract sets targets. The firm maintains a database of minority subcontractors and suppliers, and links to state D/M/W/ESB directories are accessible to all staff on the Company internal network. We notify subcontractors of any utilization requirements and how their proposed role contributes to meeting them.

SUBCONTRACTOR OUTREACH

Toole Design participates in local meet-and-greets, mixers, and group calls convened in the region to connect COBID-certified subconsultants and vendors with prime consultants. We seek new DBE partners through participation in professional organizations, by building connections with community-based organizations who serve as subconsultants or process stakeholders on our projects, and by asking our current partners for introductions to other small businesses in their networks.

MENTORSHIP OF DBE-CERTIFIED AND EMERGING BUSINESS PARTNERS

In addition to ensuring that we meet quantitative participation goals, we strengthen our partners' ability to compete for and lead future work independently by:

- Assigning WMBE firms as task leads whenever feasible and placing them in client-facing roles
- Collaborating with WMBE partners to develop task scopes and budgets
- Sharing tools, templates, and best practices for QA/QC, documentation, and invoicing
- Encouraging collaboration across disciplines to broaden each firm's experience base.
- Highlighting WMBE contributions in client meetings, public presentations, and award submittals
- Re-engaging successful partners on future projects to reinforce relationships, build capacity, and maintain long-term momentum.

OUR VALUES

At Toole Design, we envision a system where everyone—regardless of their race, abilities, economic status, or location—can walk, bicycle, and use transit not just as a way to get places, but to thrive. Our values of ethics, equity, and empathy are the foundation for how we approach projects, interact with colleagues and clients, connect with community members, and ultimately get closer to achieving this vision. Every planner, designer, and engineer at Toole Design embodies these values, aiming to challenge the status quo and create inclusive, sustainable transportation systems.

CERTIFICATION FORMS

NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO 103d OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK

(A) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by Law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(B) A bid shall not be considered for award nor shall any award be made where (A)-(1), (2) and (3) have not been complied with; provided however, that if in any case 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 therefor. Where (A)-(1), (2) and (3) have not been complied with, the bid shall not be considered for award nor 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 his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bid (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (A).

By submission of this bid, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.


Signature of Bidder

April 3, 2026

Date

Jason DeGray, PE, PTOE, Director of Operations, Northeastern U.S.
Transportation Engineering Design, DPC (TED) an affiliate of Toole Design Group, LLC

All bidders must sign this certification prior to the opening of the bids.

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165- a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the Town of Clifton Park (TOWN) receive information that a person is in violation of the above-referenced certification, the TOWN will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the TOWN shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The TOWN reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: Jason DeGray

Print Name: Jason DeGray, PE, PTOE

Title: Director of Operations, Northeastern U.S.

Company Name: Transportation Engineering Design, DPC (TED) an affiliate of Toole Design Group, LLC

Date: April 3, 2026



Town of Clifton Park, New York

Sexual Harassment Prevention Certification

Purpose

New York State Labor Law § 201-g requires all employers to adopt a written sexual harassment prevention policy and provide annual training. The Town of Clifton Park requires RFQ respondents to certify compliance.

Certification

By submission of this RFQ response, each proposer certifies under penalty of perjury that they:

1. Have implemented a written Sexual Harassment Prevention Policy compliant with NYS Labor Law § 201-g; and
2. Provide annual sexual harassment prevention training compliant with NYS model standards.

Proposer Certification Statement

I have read and understand the requirements set forth above. By signing below, I hereby certify, under penalty of perjury, that:

Transportation Engineering Design, DPC (TED) an affiliate of Toole Design Group, LLC

[Proposer / Company Name]

has implemented a compliant Sexual Harassment Prevention Policy and provides annual training.

Proposer Information:

Proposer / Company Name: Transportation Engineering Design, DPC

Printed Name of Authorized Signatory: Jason DeGray, PE, PTOE

Title: Director of Operations, Northeastern U.S.

Signature: Jason DeGray

Date: April 3, 2026

If unable to certify, explain below:
(attach pages if necessary)



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 the Comptroller to transfer funds from Contingency for the temporary rental of two (2) storage containers to be used by the Not So Common Players at the Clifton Common.

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

WHEREAS, the storage facility supplied by the Town for the Not So Common Players (NSCP) supplies received a notice to vacate during a recent fire and life safety inspection by the Town's Building & Development department, and

WHEREAS, Megan Babendreier, Director of Parks and Recreation, has requested funds to rent two (2) storage containers for the NSCP to house their stage sets and related materials for the remainder of 2026, and

WHEREAS, Ms. Babendreier has provided a quote from A-Verdi Storage Containers, to provide two (2) temporary storage containers for the next four (4) months, to be delivered to the Clifton Common, in an amount not to exceed \$1,504.00, and

WHEREAS, the Town Board supports providing temporary storage space for the NSCP to use for their stage sets and related materials, for the remainder of 2026; now, therefore, be it

RESOLVED, that the Comptroller is authorized to transfer \$1,504.00 from Contingency (A-01990-00015) to A-07550-00075 (General Fund – Town Festivals – Not So Common Players) for the rental of two (2) storage containers from A-Verdi Storage Containers for use by the Not So Common Players at the Clifton Common for the remainder of 2026.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, August 31, 2026 8:47 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 #3455

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

Agenda Session Date: 09/01/2026 ✓

Board Meeting Date: 09/15/2026 ✓

Alternate Date: 09/15/2026

Budget Number: A-07550-00075

Budget Description: General Fund to Not So Common Players

Amount: \$1,504

Brief Description: Transfer \$1,504 from Contingency to General Fund-Not So Common Players to pay for (2) A-Verdi storage containers to house their sets at the Clifton Commons.

Additional Comments/Details: n/a

Supporting Documents:

Agree to Terms: Agree

[unsubscribe](#)

Storage & Office Solutions.....*Delivered*



www.averdi.com



QUOTE/PROPOSAL

Date: 2026-08-20
 Quote Number: 168233
 Sales Person: Kevin
 Phone Number: 800-248-3734
 Valid until: 2026-09-20

Customer	Requested By	Delivery Site
Clifton Park (Town of) 1 Town Hall Plaza Clifton Park, NY 12065	Megan Babendreier	Clifton Park Rec Department 639 Clifton Park Center Rd Clifton Park, Ny 12065

Product Description	Amount	Billing Type
40' Container Commercial Ground Level Storage Container Rental	145.00	Recurring
Unit #14852		
Delivery Transportation Charge To Site	0.00	One Time
Pickup Transportation Charge From Site	0.00	One Time
40' Container Commercial Ground Level Storage Container Rental	145.00	Recurring
Delivery Transportation Charge To Site	172.00	One Time
Pickup Transportation Charge From Site	172.00	One Time
40' Container Commercial Ground Level Storage Container Move	160.00	
Fee (At time of new delivery)		
Delivery Transportation Charge To Site	0.00	One Time
Pickup Transportation Charge From Site	0.00	One Time
	0.00	
	0.00	

Enhancement Items	Amount

Additional Details if Applicable:

All transportation fees & the first rental cycle (two cycles for office units) are billed at the time of delivery. Rental units are subject to minimum lease term based on a per-job basis & noted in the quoted price above. The unit must have insurance naming A-Verdi LLC as additionally insured prior to delivery or a damage waiver fee will be charged for coverage of the unit only. This quote is based on the standard terms & Conditions of the A-Verdi Lease Agreement. The customer shall pay any/all local, state, personal property taxes, and/or permit/fines related to the leased equipment. If sales tax exempt, a proof of exempt status is required before delivery. The tax-exempt must be validated by A-Verdi. Standard delivery & pick up includes an allocated half-hour of time on site, if additional time is required, there will be additional charges. The site must be a firm & level surface with room to accommodate the delivery vehicle & unit.

From: Kevin McUmbler <kevin@averdi.com>
Sent: Thursday, August 20, 2026 11:35 AM
To: parksrec <parksrec@cliftonpark.org>
Subject: A-Verdi Storage

Megan

I have attached the quote that you requested. Let me know if you have any questions. Thanks

--

Kevin McUmbler

A-Verdi Storage Containers

Versatile Office Trailers

Phone: 800-248-3734

Direct: 518-861-6150

Email: kevin@averdi.com

Website: www.averdi.com



Cynthia Zlogar

From: Megan Babendreier
Sent: Monday, August 31, 2026 10:36 AM
To: Cynthia Zlogar
Subject: Re: A-Verdi Storage

It'll be \$634 for Sept (one time payments, plus the recurring fees), \$290 for Oct, \$290 for Nov, and \$290 for Dec, for a total of \$1504 for the remainder of 2026.
As of right now, we are just paying for the next 4 months, and it might continue in 2027, and it might now. Resolution for right now is only for the next 4 months.

Megan Babendreier
Director of Parks and Recreation

Phone: 518-371-6667 ext 204
Email: mbabendreier@cliftonpark.org
Town of Clifton Park, 1 Town Hall Plaza, Clifton Park, NY 12065

www.CliftonParkNY.gov

From: Cynthia Zlogar <CZlogar@cliftonpark.org>
Sent: Monday, August 31, 2026 10:08 AM
To: Megan Babendreier <mBabendreier@cliftonpark.org>
Subject: RE: A-Verdi Storage

Megan,
Trying to reconcile the \$1504 total with the back-up from A-Verdi. Is the \$1504 an annual fee?
Cindy

From: Megan Babendreier <mBabendreier@cliftonpark.org>
Sent: Monday, August 31, 2026 8:48 AM
To: Cynthia Zlogar <CZlogar@cliftonpark.org>
Subject: Fw: A-Verdi Storage

Please see attached as backup to the resolution request just submitted, thank you!

Megan Babendreier
Director of Parks and Recreation

Phone: 518-371-6667 ext 204
Email: mbabendreier@cliftonpark.org
Town of Clifton Park, 1 Town Hall Plaza, Clifton Park, NY 12065

www.CliftonParkNY.gov



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 declaring an emergency retroactive to July 29, 2026, and authorizing payment to Van Auken Trucking, Inc. for an emergency culvert replacement on Moe Road.

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

WHEREAS, on July 29, 2026, Town staff identified a large sinkhole in Moe Road, north of Clifton Park Center Road, where a stream crosses under Moe Road, and

WHEREAS, a 30" inch diameter culvert originally installed in the 1970's had failed due to record breaking heavy rains and flooding, and

WHEREAS, the location, depth of the culvert, and location in relation to important municipal utilities such as water, sewer, electricity, fiber and natural gas, made the project incredibly difficult and outside the capabilities of the equipment and training of the Highway Department, and

WHEREAS, Highway Superintendent, Dahn Bull, notified the Town Board in a memorandum dated July 30, 2026, attached, of the emergency work needing to be completed at the Moe Road culvert, and

WHEREAS, the Town Board relayed no concerns with the emergency work being performed, and

WHEREAS, pursuant to General Municipal Law Section §103 (4), this incident was an emergency because "the life, health, safety, or property of the inhabitants of a political subdivision or district therein, require immediate action", and

WHEREAS, Mr. Bull proposes a voucher for \$54,285.94 to be paid to VanAuken Trucking, Inc., Rexford, New York, for the replacement of the damaged culvert; now, therefore, be it

RESOLVED, that the Town Board hereby declares an emergency retroactive to July 29, 2026, in accordance with GML §103 (4) and authorizes payment to Van Auken Trucking, Inc., of Rexford, New York, in the amount of \$54,285.94, for emergency stormwater pipe replacement work on Moe Road, as detailed in the attached voucher and correspondence, to be paid from Assigned Fund Balance, DA-915, with a transfer of \$54,286 to DA-05110-00021 (Highway Fund – General Construction – Emergency Repairs).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, September 9, 2026 10:53 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; hd; Megan Babendreier
Subject: New Employee Resolution Request #3465
Attachments: cc36db0a629004fb_Invoice_261153_from_VanAuken_Trucking_Inc-1.pdf; 3472c36224ccd4d7_Moe_Road_Culvert_Emergency_7-30-2026_Backup_Material.pdf

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

Department: Highway Department

Your Name: Dahn Bull

Your Email: dbull@cliftonpark.org

Sponsor: D. Bull

Agenda Session Date: 09/16/2026 ✓

Board Meeting Date: 09/16/2026 ✓

Alternate Date: 10/06/2026

Budget Number: DA-914

Budget Description: Highway Fund Balance

Amount: \$54,285.94

Brief Description: Resolution No. _____ of 2026, a resolution declaring an emergency back on July 29, 2026, and authorizing payment to Van Auken Trucking, Inc. for emergency culvert replacement on Moe Road.

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

WHEREAS, on July 29, 2026, Town staff identified a large sinkhole in Moe Road, north of Clifton Park Center Road, where a stream crosses under Moe Road; and,

WHEREAS, a 30" inch diameter culvert originally installed in the 1970's had failed due to record breaking heavy rains and flooding; and,

WHEREAS, due to the location, depth of the culvert, and location in relation to important municipal utilities such as water, sewer, electricity, fiber and natural gas, made the project incredibly difficult and outside the capabilities of the equipment and training of the Highway Department; and,

WHEREAS, Highway Superintendent, Dahn Bull, notified the Town Board in a memorandum dated July 30, 2026, of the emergency work needing to be completed at the Moe Road culvert; and,

WHEREAS, the Town Board relayed no concerns with the emergency work being performed; and,

WHEREAS, pursuant to General Municipal Law Section §103 (4) this incident was an emergency because "the life, health, safety, or property of the inhabitants of a political subdivision or district therein, require immediate action"; and,

WHEREAS, Mr. Bull proposes a voucher for \$54,285.94 to be paid to VanAuken Trucking, Inc., Rexford, New York, for the replacement of the damaged culvert; now, therefore be it,

RESOLVED, that the Town Board hereby declares an emergency retroactive to July 29, 2026, in accordance with GML §103 (4) and authorizes payment to Van Auken Trucking, Inc., of Rexford, New York, in the amount of \$54,285.94, for emergency stormwater pipe replacement work on Moe Road, as detailed in the attached voucher and correspondence,

to be paid from Highway Fund Balance, Line DA-914.

Additional Comments/Details: None at this time.

Supporting Documents:

[cc36db0a629004fb Invoice 261153 from VanAuken Trucking Inc-1.pdf](#)

[3472c36224ccd4d7 Moe Road Culvert Emergency 7-30-2026 Backup Material.pdf](#)

Agree to Terms: Agree

[unsubscribe](#)



DAHN S. BULL

SUPERINTENDENT OF HIGHWAYS

RECEIVED

JUL 30 2026

**CLIFTON PARK
TOWN CLERK**

MEMO

TO: The Town Board, Town Clerk, Town Attorney, Comptroller
CC: Ellen Martin, Deputy Superintendent
FROM: Dahn S. Bull, Highway Superintendent
Date: July 30, 2026
RE: Emergency Declaration – Stormwater Replacement –
Moe Road, North of Clifton Park Center Road

I am declaring an emergency for the failed culvert under Moe Road.

Around midnight on Wednesday, July 29th, 2026, a large sink hole developed in the southbound lane of Moe Road between Tracey Court/ Clifton Park Halfmoon Library, and Clifton Park Center Road. The Highway Department and Saratoga County Sheriff's Office closed the road and made the area safe by 2:00 A.M. this morning. The current stormwater pipe is a 32" corrugated metal pipe and is greatly undersized for weather events such as yesterday. Most systems were overwhelmed by the seven and a half inches of rain we received so something was bound to fail. We are hypothesizing that due to the pressure of the water in the pipe, a collar or several connecting the pipe blew (water pressure will blow a stormwater pipe apart) and caused the sink hole.

We cannot make a full assessment of what damage has been done until the waters recede to normal levels. Currently, this culvert is emptying all the storm water from the north, south and east sides of the mall area at Exit 9 and since 2:00 AM last night, water has fallen only about a foot, with millions upon millions more gallons to go. Once the water is at a level with which we can work, we'll be able to make a better judgement of what needs to be done. Preliminary assessment is that the whole culvert (aged 30+ years and undersized per DEC recommendations) should be replaced while we have the road closed. This would allow us the ability to replace the culvert with longer lived plastic pipe and provide the opportunity to upsize the pipe to accept much more water than the current culvert.

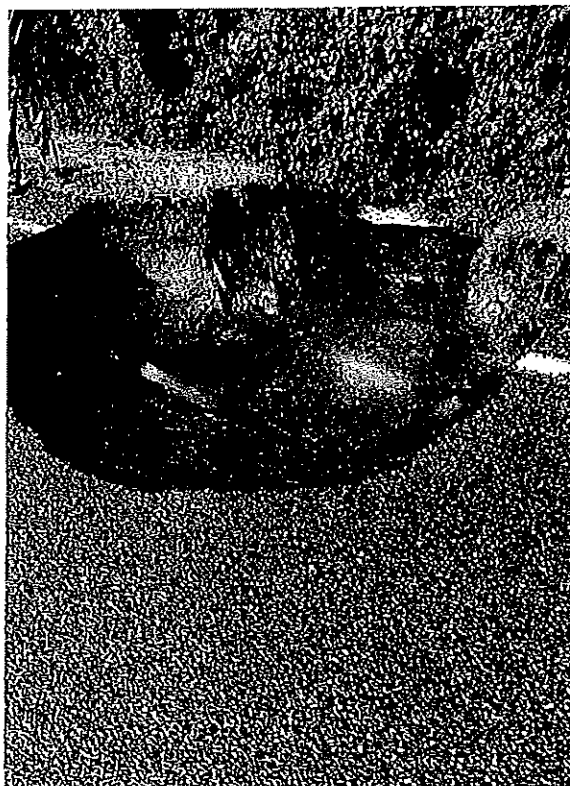
I have spoken with an emergency contractor who previously aided the Highway Department with former emergencies. Utilities such as Clifton Park Water Authority, Saratoga County Sewer, National Grid, Spectrum/Verizon and Saratoga Emergency Services have been informed, and we are working with all these agencies to make sure services are not interrupted during repairs/replacement of the culvert. I would like to stress that this is a large pipe, deep in the ground, and is surrounded by many utilities so this work will be slow to preserve those services.

Additionally, weather is not cooperating. We are already anticipating another rain event over the weekend which will further impede progress. I am estimating that Moe Road will be closed throughout the rest of the week, the weekend and into early next week.

We are in the process of getting piping, material and a catch basin structure to replace the aged and damaged infrastructure. We will continue to work on this issue and expedite the project as quickly as possible.

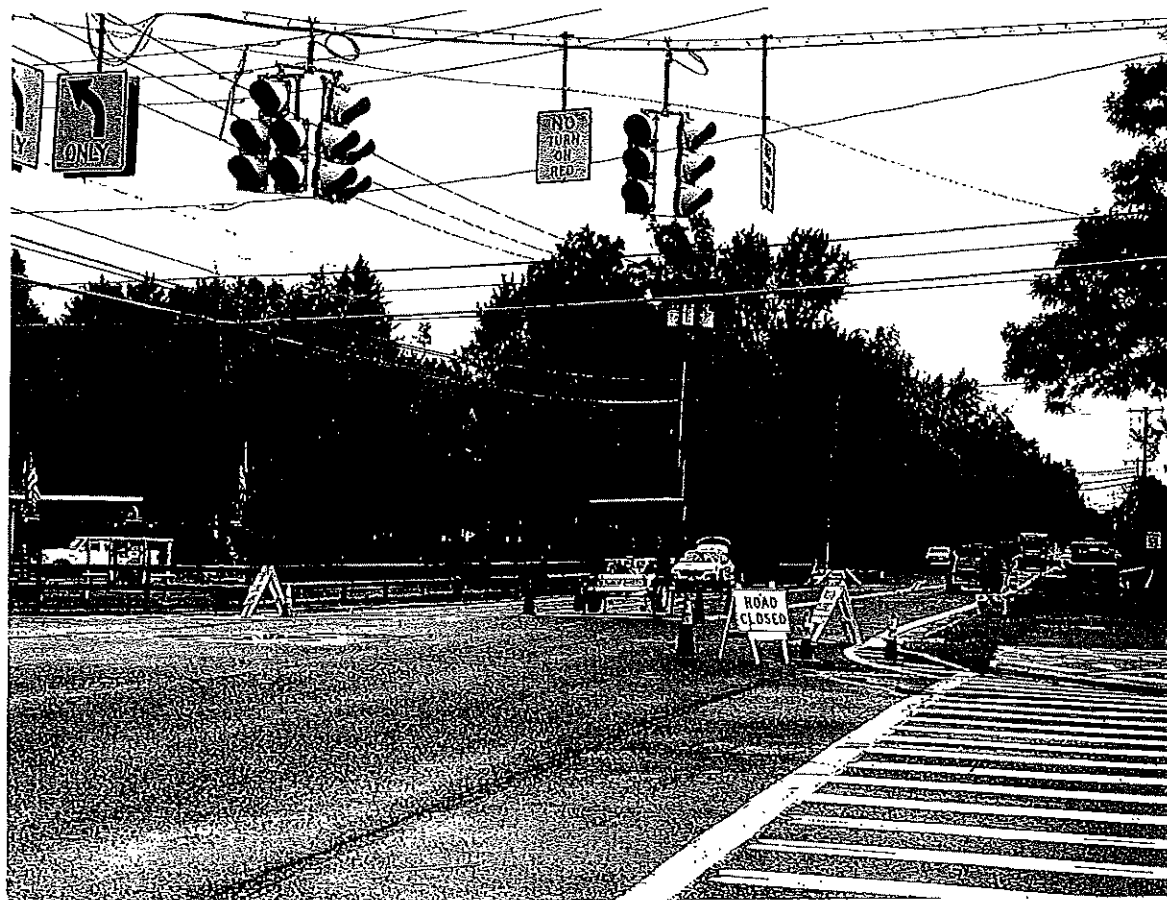
(Signature)

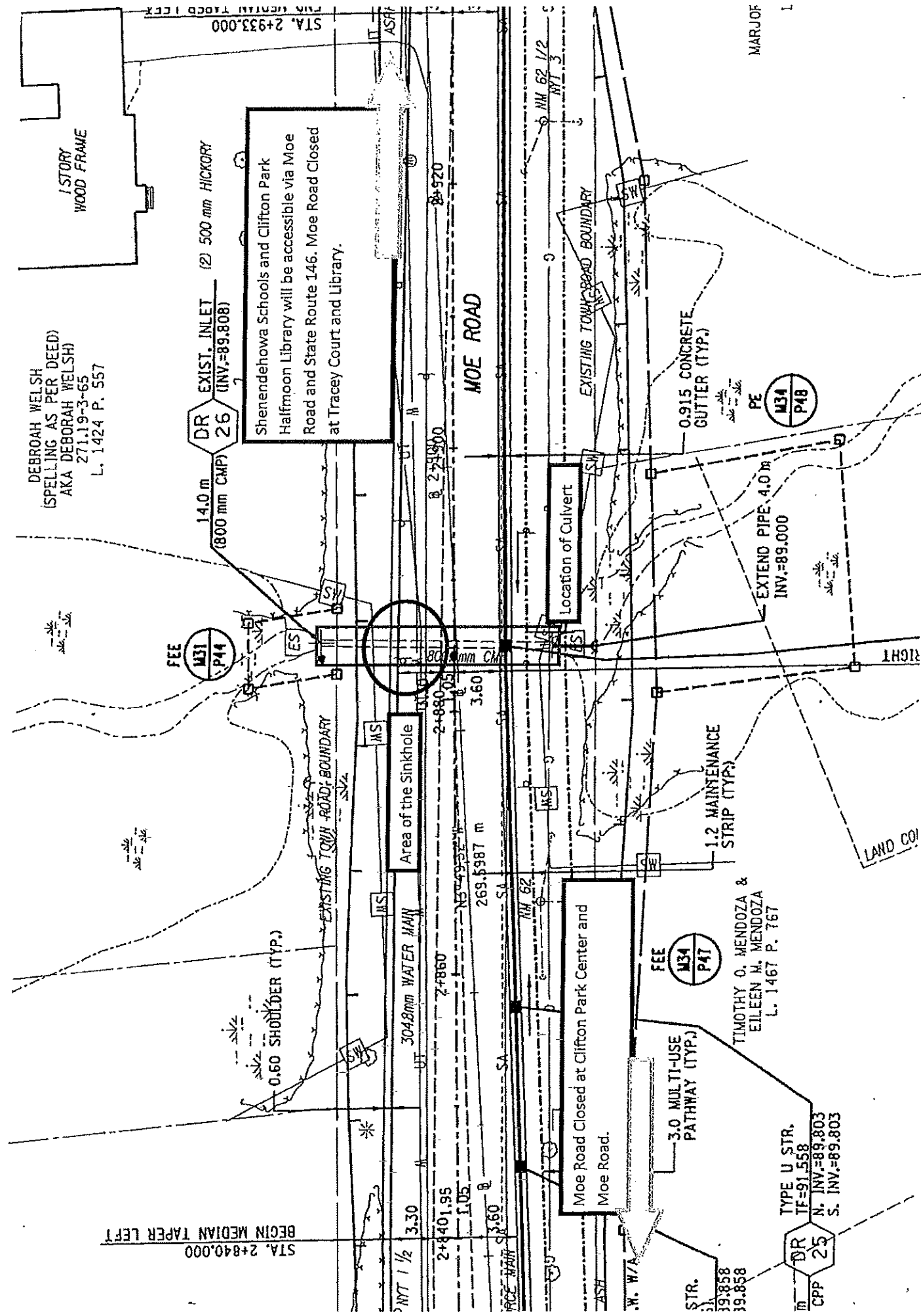
Moe Road Culvert Collapse – July 29-30, 2026



Above – the sinkhole as of Midnight, July 29-30, 2026.
Right – the sinkhole as of 8:00 AM, July 30, 2026
After 10 hours of drainage, the damage has not spread across the road.

Moe Road Closure and Safety Setup – July 30, 2026





DEBROAH WELSH
(SPELLING AS PER DEED)
AKA DEBORAH WELSH
271.19-3-65
L. 1424 P. 557

Shenendehowa Schools and Clifton Park
Halfmoon Library will be accessible via Moe
Road and State Route 146. Moe Road Closed
at Tracey Court and Library.

TIMOTHY O. MENDOZA &
EILEEN M. MENDOZA
L. 1467 P. 767

MARJOF

1



MOE ROAD EMERGENCY CULVERT REPLACEMENT PROJECT

Locations of Important and Fragile Infrastructure

AREA OF SINKHOLE



Three Stormwater Pipes coming into a single Catch Basin Structure, then leading downstream.

Location of a 12" Water Main, 85-90 Pounds of Pressure pushing thousands of gallons a minute.

8" Fiberoptic/telecommunications Line delivering services throughout Southern Saratoga County.

20" Cement Sanitary Sewer Line—Highly Pressurized—moving 3,000 gallons of sewage a minute, installed in the mid 1970's.

8" Cement Sanitary Sewer Line—Gravity Drain—moving sewage from Shenendehowa Schools, Clifton Park Halfmoon Library and surrounding neighborhoods.





Town of Clifton Park Highway Department

639 Clifton Park Center Road | Clifton Park, New York 12065 | (518) 371-7310 | Fax: (518) 373-0039

FOR IMMEDIATE RELEASE:

July 30, 2026

CONTACT:

Town Highway Superintendent Dahn Bull
DBull@CliftonPark.org
518-371-7310 (o)

MOE ROAD TEMPORARILY CLOSED **ROUTE 146 TO CLIFTON PARK CENTER ROAD** *Highway Department Repairing Washed Out Culvert*

Clifton Park, NY -- Clifton Park Highway Superintendent Dahn Bull announced today that Moe Road, from the intersection of State Route 146 and Moe Road to Moe Road and Clifton Park Center Road, will be closed temporarily while repairing a culvert washed out by the heavy rains of Wednesday, July 29th, 2026. In the early morning hours of Thursday, July 30, 2026, the drainage of heavy rains from Wednesday has inundated local stormwater systems and a culvert crossing under Moe Road north of Clifton Park Center Road has washed out.

Closures are beginning immediately during the early morning hours of Thursday, July 30, 2026. It is possible the closure could last several days.

Access to the Clifton Park Halfmoon Library and the eastern entrance of Shenendehowa Schools is accessible via State Route 146 and Moe Road. Just south of the Clifton Park Halfmoon Library on Moe Road, the road will be closed and impassable. Seek alternative routes through this area of Clifton Park.

Residents with questions may contact Highway Department at 518-371-7310 or via email at highway@cliftonpark.org.

###



Town of Clifton Park Highway Department

639 Clifton Park Center Road | Clifton Park, New York 12065 | (518) 371-7310 | Fax: (518) 373-0039

FOR IMMEDIATE RELEASE:

~~July 30, 2026~~ August 10, 2026

CONTACT:

Town Highway Superintendent Dahn Bull
DBull@CliftonPark.org
518-371-7310 (o)

MOE ROAD, CARLTON ROAD CLOSURE UPDATE

Clifton Park Highway Department & Water Authority Continue to Repair Damages from July 29th and 30th, 2026, Record Breaking Rains & Water Main Break

MOE ROAD, Clifton Park, NY – Work continues on the culvert replacement on Moe Road just north of Clifton Park Center Road. The condition of the culvert (originally installed in the 1970's) was degraded to the point that the entire span across Moe Road needed to be replaced. Many important facets of Clifton Park's infrastructure are currently over the culvert pipe. This includes water mains, pressurized sewer mains, storm drains and telecommunications/fiberoptics. Work must be completed very carefully so as not to interrupt these very important public and private services. While carefully working around these utilities, work continues with the anticipation that the culvert will be completed in as timely of a fashion as possible within the area of the damage. A diagram has been made available to display the sensitivity of the work zone.

Access to the Clifton Park Halfmoon Library and the eastern entrance of Shenendehowa Schools is accessible via State Route 146 and Moe Road. Just south of the Clifton Park Halfmoon Library on Moe Road, the road will be closed and impassable. Seek alternative routes through this area of Clifton Park.

CARLTON ROAD, Clifton Park, NY – The water main break of July 30th, 2026, has been repaired but has left severe damage to Carlton Road in the area of the railroad overpass between Van Patten Drive and Kinns Road. The area remains closed as Highway and Water Authority Crews work to drain excess water from the area, rebuild the foundation of the road and ensure the subbase of the road is stable enough for re-paving and normal traffic. At this point in time the area remains incredibly saturated with water, providing swamp-like conditions incapable of vehicular traffic. Crews are reestablishing stormwater systems and ditches in efforts to assist the drainage of the roads subbase. Until the area stabilizes, paving cannot be completed and Carlton Road will remain closed.

Thank you for your patience as we continue to work on the repairs of these locations caused by record breaking weather events. Residents with questions may contact Highway Department at 518-371-7310 or via email at highway@cliftonpark.org.

###



Town of Clifton Park Highway Department

639 Clifton Park Center Road | Clifton Park, New York 12065 | (518) 371-7310 | Fax: (518) 373-0039

FOR IMMEDIATE RELEASE

August 19th, 2026

CONTACT:

Town Highway Superintendent Dahn Bull

DBull@CliftonPark.org

518-371-7310 (o)

MOE ROAD TO CLOSE FRIDAY, AUGUST 21st, FOR PAVING

Closure scheduled for 7:00 a.m. to 2:30 p.m.

Clifton Park, NY — Clifton Park Highway Superintendent Dahn Bull announced that Moe Road will be temporarily closed to through traffic on Friday, August 21st, from 7:00 a.m. to 2:30 p.m. while the Clifton Park Highway Department repaves a section of the road that was cut during repairs to a sinkhole caused by the July 30th severe rainstorm.

The closure will affect Moe Road between State Route 146 and Clifton Park Center Road. Moe Road will remain accessible from State Route 146, but the road will be closed and impassable just south of the Clifton Park-Halfmoon Public Library. Drivers traveling beyond that point should use an alternate route.

The Clifton Park-Halfmoon Public Library and the eastern entrance to Shenendehowa schools will remain accessible from State Route 146 via Moe Road.

The closure is expected to last from 7:00 a.m. to 2:30 p.m. Friday, August 21st. Drivers are encouraged to plan ahead and allow additional time for travel.

Residents with questions may contact the Highway Department at 518-371-7310 or by email at highway@cliftonpark.org. Thank you for your patience while we work to repair our roads.

###

VanAuken Trucking, Inc.

PO Box 200
 Rexford, NY 12148-0200 USA
 (518) 376-0331
 vtrucking@aol.com

INVOICE

BILL TO
 Town of Clifton Park Highway Dept.
 1 Town Hall Plaza
 Clifton Park, NY 12065

SHIP TO
 Town of Clifton Park Highway Dept.
 1 Town Hall Plaza
 Clifton Park, NY 12065

INVOICE 26-1153
 DATE 08/12/2026
 TERMS Due upon receipt
 DUE DATE 08/31/2026

JOB SITE
 Moe Road - Washout

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
08/03/2026	Labor	hours - 4 @ 8 hrs. each - Labor	32	110.00	3,520.00
08/03/2026	Labor/Proctor	hours - 4 @ 1 hr. each - Labor overtime	4	165.00	660.00
08/03/2026	Mobilization Tractor and Low Boy	Truck and Trailer: Equipment Delivered to site, pick up pipe from Lane Enterprises.	4.50	170.00	765.00
08/03/2026	Skidsteer 331G	Skidsteer 331G	1	400.00	400.00
08/03/2026	Excavator PC210	PC 210 Excavator	1	1,500.00	1,500.00
08/04/2026	Labor	hours - 4 @ 8 hrs. each - Labor	32	110.00	3,520.00
08/04/2026	Labor	hours - 4 @ 2 hrs. each - Labor Overtime	8	165.00	1,320.00
08/04/2026	Skidsteer 331G	Skidsteer 331G	1	400.00	400.00
08/04/2026	Excavator PC210	PC 210 Excavator	1	1,500.00	1,500.00
08/05/2026	Labor	hours - 4 @ 8 hrs. each - Labor	32	110.00	3,520.00
08/05/2026	Labor	hours - 4 @ 1 hr. each - Overtime Labor	4	165.00	660.00
08/05/2026	Mobilization Tractor and Low Boy	Truck and Trailer: to bring Pipe back to Lane, PU pipe at Ray Road and deliver to Moe Rd.	5	170.00	850.00
08/05/2026	Skidsteer 331G	Skidsteer 331G	1	400.00	400.00
08/05/2026	Excavator PC210	PC 210 Excavator	1	1,500.00	1,500.00
08/06/2026	Labor	hours - 2 @ 8 hrs. each - Labor	16	110.00	1,760.00
08/06/2026	Skidsteer 331G	Skidsteer 331G	1	400.00	400.00
08/06/2026	Excavator PC210	PC210 Excavator	1	1,500.00	1,500.00
08/07/2026	Labor	hours - 2 @ 8 hrs. each - Labor	16	110.00	1,760.00
08/07/2026	Excavator PC210	PC 210 Excavator	1	1,500.00	1,500.00
08/07/2026	Skidsteer 331G	Skidsteer 331G	0	400.00	0.00
08/07/2026	Concrete	10 cyd. Flowable fill	1	1,398.00	1,398.00

08/10/2026	Mobilization Tractor and Low Boy	Truck and Trailer: Equipment Delivered to site Mini Excavator and Mini Excavator - PC210 Excavator and 331' JD Skidsteer from site.	4	170.00	680.00
08/10/2026	Skidsteer 331G	Skidsteer 331G	1	400.00	400.00
08/10/2026	Excavator Mini PC35	PC 35 Mini Excavator	1	600.00	600.00
08/10/2026	Labor	hours - 3 @ 8 hrs. each - Labor	24	110.00	2,640.00
08/10/2026	Labor overtime	hours - 3 @ 2 hrs. each -Labor overtime	6	165.00	990.00
	Miscell.	Ratchet Straps to hold "I" beam.	1	292.94	292.94
	Miscell.	Pump Rentals, hoses, maintenance, fuel, etc.	1	8,500.00	8,500.00
	Miscell.	Wing Gutter replacement - Concrete and Labor.	1	4,200.00	4,200.00
	Miscell.	Steel Road Sheets	1	500.00	500.00
	Miscell.	Steel "I" Beam	1	600.00	600.00
	Mobilization Tractor and Low Boy	Truck and Trailer: Move in / out road sheets and beam.	1	1,000.00	1,000.00
	Miscell.	Mobile Weld Truck to repair hand railing, Labor & Equipment.	1	2,500.00	2,500.00
	General Conditions	General Conditions	1	2,550.00	2,550.00

SUBTOTAL 54,285.94

TAX 0.00

TOTAL 54,285.94

BALANCE DUE **\$54,285.94 ***



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 the Clifton Park Town Court to submit an application for a Justice Court Assistance Program grant.

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

WHEREAS, the Court has a large number of court files which need to be preserved and scanned to free up file space, needs a key-fob system for better office security and a new robe; and

WHEREAS, the State budget includes money in Justice Court Assistance Program (JCAP) funds; and

WHEREAS, the Honorable Robert A. Rybak and the Honorable Jennifer P. Jeram want to submit an application seeking a grant for \$38,764.95 to cover the cost of these items, now, therefore, be it

RESOLVED, that the Board of the Town of Clifton. Park authorizes the Clifton Park Town Court to apply for a JCAP grant in the 2026-2027 grant cycle for \$38,764.95; and be it further

RESOLVED, that the Supervisor is authorized to execute all necessary documents in support of such efforts.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, September 9, 2026 2:35 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 #3467
Attachments: 0f6a25de156c510f_Image_009.pdf

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

Department: Justice Court
Your Name: Robert A. Rybak
Your Email: rrybak@nycourts.gov
Sponsor: Councilmembers Manir and Reid
Agenda Session Date: 09/15/2026 ✓
Board Meeting Date: 09/15/2026 ✓
Alternate Date: 09/15/2026
Budget Number: A-1110-015
Budget Description: JCAP GRANT
Amount: \$38,764.95
Brief Description: Applying for a JCAP grant.
Additional Comments/Details: Need to apply 9/22/26
Supporting Documents:

[0f6a25de156c510f_Image_009.pdf](#)

Agree to Terms: Agree

[unsubscribe](#)

2026-27 Clifton Park Town Court, Saratoga County ID: 6989

ANNUAL BUDGET: Court's itemized budget for the most recent municipal fiscal year.

AUTHORIZATION: Certified copy of the Local Resolution(s) of the Town or Village Board(s) authorizing this application. The Resolution may simply state the Town or Village authorizes the court to request up to the maximum amount available.

SUPPORTING DOCUMENTS: Estimates, Photographs, Floor Plans, etc.

JUSTICE SIGNATURE: Original signature(s) required from at least one justice (not an Associate Justice).

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

CERTIFICATION: Original signature(s) required by Town Supervisor or Village Mayor.

The following signature provides certification that: (1) any funds (and any goods or services) awarded pursuant to this application shall be used only in accordance with the provisions of Chapter 280 of the Laws of 1999 and with all rules and regulations governing the Justice Court Assistance Program; (2) any goods and/or services purchased with any Justice Court Assistance Program funds shall be obtained in accordance with acceptable procurement practices established by the governing municipality including, but not limited to, competitive bidding and procurement policies and procedures; (3) no funds awarded pursuant to this application shall be used to compensate justices or non-judicial staff or to reduce or otherwise supplant funding provided by a town or village to its justice court.

Signature: _____ Name: _____
☐ Town Supervisor ☐ Village Mayor (please print)

Date: _____

**REMEMBER: YOUR JCAP APPLICATION IS SUBMITTED ONLINE ONLY.
YOU MUST MAIL, FAX OR SCAN/EMAIL SIGNATURE PAGE & DOCUMENTS REQUIRED ABOVE.**

**CLIFTON PARK JUSTICE COURT
5 MUNICIPAL PLAZA
CLIFTON PARK, NEW YORK 12065
(518) 371-6668**

**ROBERT A. RYBAK
TOWN JUSTICE**

DATE: September 9, 2026

FROM: ROBERT A. RYBAK
Town Justice

JENNIFER P. JERAM
Town Justice

TO: Town Board

CC: Town Attorney

SUBJECT: Justice Court Assistance Program

The Office of Court Administration administers the above-listed program which permits local courts to apply for a grant of state funds to purchase a variety of items. As you may recall, we have been awarded grants totaling approximately \$97,000 in the past.

We are planning to submit an application seeking \$38,764.95 for key fobs, a new robe and scanning old court files. To submit this application, we will need a certified Town Board resolution and Supervisor Barrett will have to sign the application which is attached. A proposed resolution is attached. Please note that the "Be It Resolved" clause must read exactly as in the attached resolution.

Given the deadline for submitting this application, we are asking the Town Board to approve at the September 15, 2026 meeting.

If you have any questions, please feel free to contact us at your convenience.