



TOWN OF CLIFTON PARK TOWN BOARD MEETING

October 20, 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**
 - **Public Hearing- 7:02pm: Related to the proposed consideration to authorize the renewal of a franchise agreement with Spectrum Northeast, LLC for cable television service**
 - **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**

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 7:02 PM on Tuesday October 20th 2026 at Clifton Park Town Hall, One Town Plaza, Clifton Park, County of Saratoga, State of New York for the purpose of considering a renewal of the franchise agreement for cable television service in the Town of Clifton Park with Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications. Copies of the 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: September 22, 2026

Caitlin S. Fantini
Town Clerk

Resolutions for Consideration
Clifton Park Town Board Meeting
October 20, 2026

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Town Board	Authorize renewal of a Cable TV Franchise to Spectrum Northeast LLC	Z. Manir
2. Town Board	Schedule a Public Hearing for the 2027 Preliminary Budget for Thursday, November 5, 2026 at 7:01pm	P. Barrett
3. Town Board	Authorize the acceptance of roads, land parcels, and related sewer easements for Brooke Ct. in the Tanner Road Subdivision	N. Bellamy
4. Town Board	Schedule a Public Hearing on November 4, 2026, at 7:02pm to consider an amendment to Local Law No. 12 of 2026, relating to the Park West Planned Development District	M. Fantini
5. Town Board	Adopt Local Law amending Town Code Sections 73-33 and 208-7 related to short-term rentals	M. Fantini
6. Town Board	Authorize the re-naming of "The Friends of Grooms Tavern" to "The Friends of Heritage Square at Grooms Corners"	A. Reid
7. Comptroller	Adopt resolution to amend Resolution No. 210 of 2026 related to elected and appointed officials for NYS Retirement	P. Barrett
8. Stormwater Management	Authorize retainment of MJ Engineering for professional services related to collecting catch basin inspection information required under NYSDEC SPDES General Permit for Stormwater Discharges from Municipal Separate Store Sewer Systems	P. Barrett
9. Parks & Recreation	Authorize approval of Eagle Scout Warren Rude's gaga pit installation proposal at Clifton Common	A.Reid & N. Bellamy

10. Buildings & Grounds	Authorize MA Schafer Construction, Inc. to supply and install four (4) new pieces of equipment in the George T. Smith Park on Main Street	P. Barrett
11. Buildings & Grounds	Authorize acceptance of the bid from Unifirst for employee uniforms and service, floor mats and red shop rags	P. Barrett
12. Buildings & Grounds	Authorize acceptance of the bid from J. Dunn Group to pave the parking lot at Kinns Road Park	P. Barrett
13. Buildings & Grounds	Authorize purchase of three (3) Toro 52-inch Grandstand HD+ Turbo Force mowers	P. Barrett
14. Buildings & Grounds	Authorize purchase of three (3) Billy Goat P2000 Stand-on Blowers from All Seasons Equipment	P. Barrett
15. Planning	Authorize execution of a supplemental agreement with Greenman-Pedersen Inc. Engineering (GPI) for the NY Rt 146, NY Rt 146A and Vischer Ferry Road Bicycle and Pedestrian Access Improvements Project	P. Barrett
16. Planning	Authorize creation of Project Advisory Committee and appointment of members of the Committee for the Town Trails Connectivity and Active Transportation Bike/Ped Network Plan Project	M. Fantini & Z. Manir
17. Planning	Authorize professional services from EDP for engineering plans for removal of a failed culvert in the Riverview Preserve, and installation of a new culvert and site restoration	P. Barrett
18. Planning	Authorize acceptance of proposal from KB Engineering, P.C. for professional services related to the freshwater wetland permit for Barney Road Golf Course Storage Building project	P. Barrett
19. Planning	Authorize professional services from GPI related to updating the Town Solar Zoning Code	A.Reid & N. Bellamy

20. Highway

Authorize hiring of PennGriff Construction for roofing repairs at the Highway Salt Storage Shed

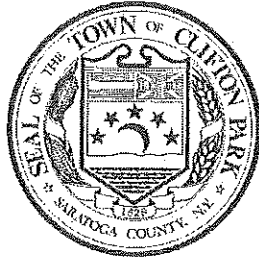
D. Bull

21. Highway

Authorize hiring of Justin Rogers as MEO

D. Bull

DRAFT



RESOLUTION

#1

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. __ of 2026, a resolution authorizing the renewal of a Cable Television Franchise to Spectrum Northeast, LLC. 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 Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc. ("Charter"), a limited liability company organized and existing in good standing under the laws of State of Delaware, doing business at 20 Century Hill Drive, Latham, NY 12110 for the approval of a renewal agreement for Charter's cable television franchise for five (5) years commencing with the date of approval by the Public Service Commission, and

WHEREAS, the franchise renewal agreement will bring the franchise into 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, October 20, at 7:02P.M. and notice of the hearing was published in the Albany Times Union on Friday, October 16, 2026; now, therefore, be it

RESOLVED, that

1. Spectrum Northeast, LLC has substantially complied with the material terms and conditions of its existing franchise and applicable law; and
2. Spectrum Northeast, LLC. has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal, attached; and
3. Spectrum Northeast, LLC 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 Spectrum Northeast, LLC and the Town of Clifton Park for five (5) years commencing with the date of approval by the Public Service Commission and expiring five (5) years hence; and be it further

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

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the Town of Clifton Park, New York, hereinafter referred to as the "Grantor" and Spectrum Northeast, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee's plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission's ("NYPSC") franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- B. "Board" shall mean the governing body of the Grantor.
- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. "Channel" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Grantor and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 herein.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee's existing distribution system.
- M. "State" shall mean the State of New York.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2

Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3

Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4

Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the

operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5 **Service Obligations**

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6

Service Availability

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area") in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 Abandonment of Service. Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall be capable of providing at least seventy-seven (77) Channels.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. To the extent provided by applicable law, and provided Grantor requires all other public utilities operating in the Streets to bear their own costs, Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9

Service and Rates

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

SECTION 10

Franchise Fee

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on an annual basis, within forty-five (45) days of the close of each calendar year. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was

due. If any undisputed Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from the last day of the fiscal year in which payment was due, at the annual rate of one (1%) percent over the prime interest rate.

10.5 No auditor engaged by the Grantor shall be compensated on a success based formula (e.g., payment based on a percentage of an underpayment, if any).

SECTION 11

Transfer of Franchise

11.1 Franchise Transfer. This Franchise is transferable provided that the successor-in-interest agrees to be bound by the terms of the Franchise to the same extent as the Grantee.

SECTION 12

Records

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13

Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by Grantee's cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial

noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.

- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15

Miscellaneous Provisions

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. Grantee 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.

15.2 Force Majeure. The Grantee 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 circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to 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 the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee 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.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Town of Clifton Park
Attn: Supervisor
1 Town Hall Plaza
Clifton Park, NY 12065

Grantee: Charter Communications
Attn: Director, Government Affairs
20 Century Hill Drive
Latham, NY 12110

Copy to: Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave., NW
Suite 400W
Washington, DC 20001

15.8 Public Notice. Grantor shall provide written notice to Grantee twenty (20) days prior to any public meeting relating to this Franchise or to consider any authorization or exemption granted to any other Person(s) to provide cable service or video service using facilities located wholly or partly in the Streets. Minimum public notice of any public meeting relating to the foregoing shall be in accordance with applicable law.

15.9 Grantee Notice. Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for an authorization or exemption to provide cable service or video service using facilities located wholly or partly in the Streets.

15.10 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.11 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.12 Administration of Franchise. The Board, or such other person as may be designated and supervised by the Board, is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.13 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.14 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to

Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.15 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ____ day of _____, 20____.

Town of Clifton Park

Signature: _____

Name/Title: _____

Accepted this ____ day of _____, 20____, subject to applicable federal and State law.

Spectrum Northeast, LLC, By Its Manager, Charter Communications, Inc.

Signature: _____

Name/Title: _____



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 scheduling a public hearing to consider the 2027 Preliminary Budget.

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

WHEREAS, the Town Board wishes to obtain comment regarding the 2027 Preliminary Budget, and

WHEREAS, salaries of the town's elected officials as proposed are attached; now, therefore, be it

RESOLVED, that a public hearing is hereby scheduled for Thursday, November 5, 2026 at 7:01 p.m. in the Wood Memorial Room, One Town Hall Plaza, Clifton Park, New York, to consider the 2027 Preliminary Budget; and be it further

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

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, October 1, 2026 9:41 AM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabeed Manir; Agatha Reid; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #3498

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

Department: Supervisor

Your Name: Mark Heggen

Your Email: mheggen@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 10/06/2026 ✓

Board Meeting Date: 10/20/2026 ✓

Alternate Date: 10/20/2026

Budget Number: N/A

Budget Description: N/A

Amount: N/A

Brief Description: Set public hearing for Preliminary Budget on November 5, 2026 at 7:01 pm

Additional Comments/Details: N/A

Supporting Documents:

Agree to Terms: Agree

[unsubscribe](#)



RESOLUTION

#3

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. ____ of 2026, a resolution accepting an offer of dedication of Brooke Court, parcels of land, and related sewer easements within the Tanner Road Subdivision.

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

WHEREAS, pursuant to New York State Highway Law 171, and Section 179-23 of the Town Code, the Town Board has the discretion to accept the dedication of roads and real property for public use, and

WHEREAS, pursuant to the approved plans for the Tanner Road Subdivision, Tanner Road, LLC, the owner, has offered to dedicate parcels of land described as Brooke Court for highway purposes, a 39,230 square foot parcel of land, as shown on the attached proposed deed, and

WHEREAS, the description includes areas for drainage purposes, and

WHEREAS, Prime AE has completed inspections and reports that all punch items have been completed or are scheduled to be completed; now therefore, be it

RESOLVED, that the Town Board accepts the offer of dedication of Brooke Court, related parcels of land, and sewer easements as depicted on the approved Tanner Road Subdivision Map, and as more particularly described in the relevant deeds, as listed in the attached deeds and descriptions, subject to the final approval of the Town Attorney of all real estate transfer documents, review of title and confirmation of the payment of appropriate taxes.

SMPR TITLE AGENCY, INC.

Albany/Troy Hudson/Poughkeepsie Saratoga/Schenectady
50 Chapel St, Albany, NY 12207 One Hudson City Centre, Hudson, NY 12534 517 Broadway, Suite 204
Saratoga Springs, NY 12866
Ph 518-434-0127 / Fax 518-434-9997 Ph 518-828-4351 / Fax 518-828-7494 Ph 518-883-8700 / Fax 518-884-2564
e-mail - info@smprtitle.com website - www.smptitle.com

APPLICANT		Title Number S-92096	
Jason S. Hover, Esq. Hover & Mackowski, PLLC 1754 US Route 9 Clifton Park, NY 12065 Reference: Town of Clifton Park from Tanner Road LLC		Phone: (518) 640-4290 Fax: (518) 383-6225 Email: jason.hover@hoverandmackowski.com	
REPORTS HAVE BEEN SENT TO			
Purchasers Attorney To Be Determined		Copy To Bohnle Erno Hover & Mackowski E-Mail: bohnle.erno@hoverandmackowski.com	
PROPERTY INFORMATION			
Brooke Court - road dedication, Clifton Park, NY 12065 County: Saratoga Town: Clifton Park Tax ID Sec. 264.20 Block 1 Lot 98			
PARTIES			
Owner(s): Tanner Road LLC Buyer(s): Town of Clifton Park			
SERVICES			
Patriot Search			
TITLE POLICIES			
Owners Policy: \$0.00		Fee Simple Fee Premium: \$0.00	
Underwriter: Fidelity National Title Insurance Company			

SMPR TITLE AGENCY, INC.

COMMERCIAL OWNER / SELLER AFFIDAVIT

Title Report issued by SMPR Title Agency, Inc., as agent

Insurer: Fidelity National Title Insurance Company
SMPR Order No: S-92096
Owner: Tanner Road LLC
Purchaser: Town of Clifton Park
Lender:
Property: Brooka Court - road dedication, Clifton Park, NY 12065

State of New York)
County of) ss.

_____ the undersigned (the "Deponent"), being duly sworn, deposes and says:

1. The Deponent is the Owner (or) is the _____ of the Owner of the Property described in the Title Report and as such is fully familiar with the facts and circumstances set forth herein. The Owner, if an individual, has not been known by any other name, married or single, within the past ten years, except: _____.
2. The Owner has owned and occupied the Property, peaceably and undisturbed since _____. To my knowledge, title to the Property has never been questioned or disputed, nor insurance thereof refused. I know of no reason any other person might claim any right, title or interest in or to any portion of the Property.
3. There are no taxes, assessments, water charges or sewer rents against the Property now due and owing. Except as set forth in the Title Report, there are no unsatisfied judgments, liens, federal tax liens, state tax warrants, mechanics liens or mortgages filed against the Owner or the Property anywhere. The Owner has never been the subject of a bankruptcy proceeding.
4. The Property is used as _____. There are no tenants, lessees or other persons in possession of any portion of the Property except: _____.
(If Applicable). Such tenants are month-to-month or pursuant to written leases, as tenants only, unconditionally subordinated to all existing and future mortgages, for terms not in excess of _____ months without rights to renew. No lease or separate agreement contains an option to purchase or rights of first refusal.
5. Other than as set forth in the Title Report, the Owner has allowed no one to encroach on the Property, to have any easements therein, or to use any portion thereof for any purpose. There are no rights of way or common driveways running along or through the Property. The Owner has not encroached on any adjoining premises. I have no knowledge of any breach or violation of any covenants, restrictions or agreements affecting the Property.
6. (If applicable) A survey dated _____ made by _____ shows the Property as it exists today. There have been no changes to the Property that are not shown on the survey.
7. There have been no changes a) in the membership of the Owner partnership / limited liability company, or b) to its partnership / operating agreement since its formation. The Owner corporation is in good standing, all its Corporate Franchise Tax Returns have been filed and its Corporate Franchise Taxes are paid. The person(s) executing the closing instruments are authorized to bind the Owner corporation / partnership / limited liability company.
8. If the Title Insurance Company is forwarding payment to the holder of an existing mortgage in satisfaction of the Owner's indebtedness, the Owner will pay any additional sums which may be required by such holder to obtain and record a discharge of such mortgage. The Title Insurance Company is appointed the Owner's agent for the purpose of taking any actions necessary to obtain such discharge.
9. The Owner is about to sell, lease or mortgage the Property. There are no facts known to me relating to the title to the Property which have not been set forth in this affidavit. The Deponent makes this affidavit to induce the Title Insurance Company to insure the title free and clear of the aforesaid, knowing they are relying hereon.

Sworn to before me this _____
day of _____, _____

the Deponent

print name

Notary Public.

Fidelity National Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

CERTIFICATE FOR TITLE INSURANCE

Fidelity National Title Insurance Company ("the Company") certifies to the proposed insured named in Schedule A that an examination of title to the premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue its standard form of title insurance policy authorized by the Insurance Department of the State of New York, in the amount set forth herein, insuring the interest set forth herein, and the marketability thereof, in the premises described in Schedule A, after the closing of the transaction in conformance with the requirements and procedures approved by the Company and after the payment of the premium and fees associated herewith excepting (a) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy and (b) any question or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of the policy.

This agreement to insure shall terminate (1) if the prospective insured, their attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company; or (2) upon the issuance of title insurance in accordance herewith. In the event that this Certificate is endorsed and redated by an authorized representative of the Company after the closing of the transaction and payment of the premium and fees associated herewith, such "redated" Certificate shall serve as evidence of the title insurance issued until such time as a policy of title insurance is delivered to the insured. Any claim made under the redated Certificate shall be restricted to the conditions, stipulations and exclusions from coverage of the standard form of title insurance policy issued by the Company.

CONDITIONS AND STIPULATIONS

1. This Certificate shall be null and void:

A. if the fees therefore are not paid;

B. if the prospective insured, their attorney or agent makes any untrue statement with respect to any material fact, or if any untrue answers are given to material inquiries by or on behalf of the Company;

C. when the policy shall issue provided that the failure to issue such policy is not the fault of the Company;

D. until the amount of the policy or policies requested is inserted in Schedule A hereof by the Company, either at the time of the issuance of this Certificate or by subsequent endorsement.

2. If the title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.

3. The liability of this Company under this Certificate shall not exceed the amount stated in Schedule A hereof and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies shown in Schedule A hereof in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Certificate except as expressly modified herein.

This certificate is intended for lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this certificate. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instrument for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

**THIS REPORT IS NOT A TITLE INSURANCE POLICY!
PLEASE READ IT CAREFULLY. THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE
TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND
ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY.
YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.**

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Fidelity National Title Insurance Company

By: SMPR Title Agency, Inc.

By: _____
Its Authorized Officer or Agent

Direct questions to: Nicholas Ilnatolya

SMPR Order No.: S-92096

Fidelity National Title Insurance Company - SMPR Title Agency, Inc. Date: August 17, 2026

Fidelity National Title Insurance Company
Issued by
SMPR TITLE AGENCY, INC.

SCHEDULE A

1. Effective Date: 7/20/2026
Redated:
2. Policy or Policies to be issued:
 - (a) ALTA Owners Policy 2021 with Standard New York Endorsement
Proposed Insured: Town of Clifton Park **TBD**
 - (b) ALTA Loan Policy 2021 with Standard New York Endorsement
Proposed Insured:
 - (c) ALTA Loan Policy 2021 with Standard New York Endorsement
Proposed Insured:

The following endorsements are a part of this policy:
TIRSA Standard New York Endorsement - Owners Policy

3. Title to the Fee Simple estate or interest in the land described or referred to in this commitment is at the effective date hereof vested in:

Tanner Road, LLC, a New York State Limited Liability Company acquired title, by deed from Maria Massaroni dated 1/28/2022 recorded in the Saratoga County Clerk's Office 2/14/2022 as Instrument No. 2022005830, which deed also conveyed additional premises.

4. The land referred to in this Commitment is described as follows:

"SEE SCHEDULE A DESCRIPTION ATTACHED"

For Information Only:

Address: Brooke Court - road dedication, Clifton Park, NY 12065
Section 264.20 Block 1 Lot 98

Title Certification - Page 1 of 1
SMPR Order No.: S-92096

Fidelity National Title Insurance Company - SMPR Title Agency, Inc. Date: August 17, 2026

**TITLE
CERTIFICATION**

Fidelity National Title Insurance Company
Issued by
SMPR TITLE AGENCY, INC.

SCHEDULE A DESCRIPTION

ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate, lying and being along the easterly road boundary of Tanner Road in the Town of Clifton Park, County of Saratoga and State of New York, and being more particularly bounded and described as follows:

BEGINNING at a point in the easterly road boundary of Tanner Road at its intersection with the northerly road boundary of Brooke Court; thence from said point of beginning along said northerly road boundary of Brooke Court and the easterly road boundary of Brooke Court the following five (5) courses and distances:

- 1) South 50°21'50" East, 197.61 feet to a point; thence
- 2) South 38°27'30" West, 36.42 feet to a point; thence
- 3) South 50°33'40" East, 64.24 feet to a point of curvature; thence
- 4) Along an arc of a curve to the left having a radius of 30.00 feet, an arc length of 27.82 feet, chord bearing South 77°07'30" East, 28.83 feet to a point of reverse curvature; thence
- 5) Along an arc of a curve to the right having a radius of 70.00 feet, an arc length of 349.72 feet, chord bearing South 39°26'20" West, 84.00 feet to a point of reverse curvature in the southerly road boundary of Brooke Court; thence along said southerly road boundary of Brooke Court the following two (2) courses and distances:
 - 1) Along an arc of a curve to the left having a radius of 30.00 feet, an arc length of 27.82 feet, chord bearing North 23°59'40" West, 28.83 feet to a point of tangent; thence
 - 2) North 50°33'40" West, 262.49 feet to a point in the aforementioned easterly road boundary of Tanner Road; thence along said easterly road boundary of Tanner Road North 39°26'20" East, 97.09 feet to the point and place of beginning.

(FOR INFORMATION ONLY, NOT INSURED; and containing 39,230 square feet of land more or less.)

Fidelity National Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

SCHEDULE B – REQUIREMENTS

I. IDENTITY OF PARTIES.

Photo identification must be presented at closing for all parties (sellers, purchasers, borrowers) to the transaction to be insured herein.

II. SECTION 13 OF LIEN LAW

Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.

III. ASSIGNMENT OF MORTGAGE OR OTHER LIENS

When the transaction is an assignment of a mortgage or other lien, an estoppel certificate executed by the owner of the fee and by the holders of all subsequent encumbrances must be obtained. When the transaction is a mortgage, the amount actually advanced should be reported to the Company.

IV. MATTERS AFTER EFFECTIVE DATE OF CERTIFICATE

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the Certificate.

V. CONTRACT

If this certificate requires a conveyance of the fee estate and the contract has not been submitted to the Company, it should be furnished for consideration prior to closing.

VI. PROOF OF NO OTHER NAME

Proof is required to show that the persons certified as owners herein have not been known by any other name in the 10 years last past. If they have been known by another name, all searches must be amended and run against such name and title is subject to returns, if any, on such amended searches.

VII. PERSONAL PROPERTY

Title to any personal property, whether the same be attached to or used in connection with the premises. (The policy to be issued will contain an exception as to this item without change or modification).

VIII. MARKET VALUE ENDORSEMENT – APPLIES TO RESIDENTIAL OWNERS POLICY ONLY

Section 6409(c) of the Insurance Law requires that title companies offer, at or prior to closing, an optional endorsement to cover the owner-occupant of real property used predominantly for residential purposes and consisting of not more than four dwelling units, for loss in excess of the purchase price (policy stated amount of liability) and up to the future market value of the property. If you do not wish this additional optional coverage, you must waive the same by signing below.

Purchaser

Purchaser

Fidelity National Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

**SCHEDULE B – SECTION 1
MATTERS TO BE DISPOSED OF:**

Fee P Loan P The following are the requirements to be complied with:

1. Owner/Sellers Affidavit must be completed and submitted to this Company.
2. FOR INFORMATION ONLY: Uncertified checks over \$500.00 will not be accepted unless approved by the Company. No third party or seller's checks will be accepted in any amount.
3. Searches for Judgments, State Tax Warrants and Federal Tax Liens have been made in the indexes on file in the County Clerk's Office in which the property is located against the following:

Names: Tanner Road LLC
Town of Clifton Park

Returns: **NONE**
4. Proof of compliance with §209.NYLLCL by Tanner Road, LLC, a New York Limited Liability Company. Copies of the Articles of Organization, Operating Agreement, any and all amendments thereto and a Certificate of Good Standing by Secretary of State to be supplied to this Company. Proof to be supplied that the transaction to be insured has been authorized in accordance with the Operating Agreement.

Fidelity National Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

SCHEDULE B – SECTION 2 EXCEPTIONS FROM COVERAGE:

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

Fee P Loan P

1. Rights of tenants or persons in possession, if any.
2. Subject to any state of facts that an accurate survey would show.
3. Exact location, courses and distances of the premises described in Schedule "A" cannot be guaranteed without an accurate survey.
4. Rights and easements, if any, of public utility companies and municipalities to maintain and operate installations on the premises herein and streets adjacent thereto.
5. Utility Easement(s) – Instrument No. 2023013057; 2023013063; 2023013066.
6. Deed of Dedication – Instrument No. 2022036007.
7. Permanent Right of Way and Easement – Instrument No. 2022036009.
8. 2026/2027 School Tax, a lien not yet due and payable.

Fidelity National Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

SMPR TITLE AGENCY, INC., ("SMPR") requires that all payoffs be handled through SMPR's Mortgage Payoff & Discharge Service in order for SMPR to issue title insurance.

REQUIREMENTS UNDER SMPR MORTGAGE PAYOFF & DISCHARGE SERVICE

1. The payoff letter must be provided to SMPR 5 days prior to closing;
 2. The payoff check must include 5 additional days of interest; plus weekends and holidays;
 3. The payoff check must be in compliance with the payoff letter; and
 4. The payoff amount must be verified by the SMPR closer or employee at or prior to closing;
 5. The Discharge recording fee must be made payable to SMPR, not to the County Clerk, if the recording fee is not included in the payoff amount.
-

MORTGAGE SCHEDULE

NONE OF RECORD

Fidelity National Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

**TAXES, ASSESSMENTS, WATER RATES, AND SEWER CHARGES.
WHICH ARE LIENS ON REAL PROPERTY**

ASSESSED VALUATION: Land \$100
Total \$100

SCHOOL DISTRICT: Shenendehowa

EXEMPTION: N/A

AMOUNT: N/A

ASSESSED TO: Tanner Road LLC

ASSESSED AS: Tanner Rd

PROPERTY CODE & TYPE: 692 - Road/Street/Highway

ACRES OR DIMENSIONS: 0.90 Acres

COUNTY OF: Saratoga

MUNICIPALITY: Town of Clifton Park

SWIS CODE: 412400

SBL OR GRID NO.: Section 264.20 Block 1 Lot 98

RETURNS

(Some of the items returned hereon may have been paid but payment not officially posted. Receipts for such items should be produced at closing.)

2026 General Tax (Period 1/1-12/31, Due 1/1)

Full Tax \$0.98 PAID 1/16/2026

*Property Tax Bill Attached.

2025/2026 School Tax (Period 7/1-6/30, Due 9/1)

Full Tax \$3.37 PAID 9/30/2025

*School Tax Bill Attached.

TAX SEARCH

Our policy does not insure against taxes, water rates, assessments, and other matters relating to taxes which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of the streets on which the premises to be insured abut.

Tax Search - Page 1 of 1

SMPR Order No.: S-92096

Fidelity National Title Insurance Company - SMPR Title Agency, Inc. Date: August 17, 2026

**TAX & OTHER
SEARCHES**

Tax Bill Information

Shenendehowa Central School 2025-2026 School Tax Notice

Tax & Finance School Code: 581

TANNER ROAD LLC
PO BOX 127
ROUND LAKE, NY 12151

SBL/MAP: 264.20-1-98

BILL #: 013248

ADDRESS: Tanner Rd

TOWN: Clifton Park

SWIS: 412400

PROPERTY CLASS: Road/str/hwy

ESCROW CODE:

ASSESSMENT INFORMATION		Description	Rate/\$1000	Non-Homestead Rate/\$1000	Total Due
Full Value:	278.00	School Tax:	33.73925		3.37
Assessed Value:	100.00				
(pre STAR) Taxable Value:	100.00				
Uniform Percentage:	36	Total Tax:			3.37

Exemption	Ex Amt	Ex Full Amt
-----------	--------	-------------

RECEIPT

Shenendehowa Central School 2025-2026 School Tax Notice

Installment	Principal	Penalty	Total Paid	Date Paid	Batch	Payer
1	3.37	0.00	3.37	09/30/2025	LB137	TANNER ROAD LLC
Total:	3.37	0.00	3.37			

Last Updated: 11/20/2025 1:00 AM

Date printed: 8/4/2026

Collection: Town & County 2026

Fiscal Year Start: 1/1/2026

Fiscal Year End: 12/31/2026

Warrant Date: 12/31/2025

Total Tax Due (minus penalties, interest & Fee) \$0.00

Entered	Posted	Total	Tax Amount	Penalty	Surcharge	Via	Type
1/27/2026	1/16/2026	\$0.98	\$0.98	\$0.00	\$0.00	Mail	Full Payment - LockBox Payment

Tax Bill #	SWIS	Tax Map #	Status
003211	412400	264.20-1-98	PAID IN FULL
Address	Municipality	School	
Tanner Rd.	Town of Clifton Park	Shenendehowa	

Owners

Tanner Road LLC
PO Box 127
Round Lake, NY 12151

Property Information

Roll Section: 1
Property Class: Road/stre/hwy
Lot Size: 0.90

Assessment Information

Full Market Value: 278.00
Total Assessed Value: 100.00
Uniform %: 36.00

Description	Tax Levy	Percent Change	Taxable Value	Rate	Tax Amount
GENERAL COUNTY	1970910	1.1000	100.000	0.09418200	\$0.01
NYS MANDATES	77920000	4.3000	100.000	4.94518700	\$0.49
HIGHWAY	842124	2.8000	100.000	0.33445200	\$0.03
Ambulance district	884168	3.3000	100.000	0.33708500	\$0.03
Jonesville fire	2245267	2.7000	100.000	2.22216800	\$0.22
Cp cons hyd dist 1	526368	2.9000	100.000	0.22254700	\$0.02
Library	5563482	5.9000	100.000	1.39003300	\$0.14
Clifton park light 1	167501	-1.5000	100.000	0.06385900	\$0.01
Sherwood forest pk	32200	0.0000	100.000	0.33104100	\$0.03

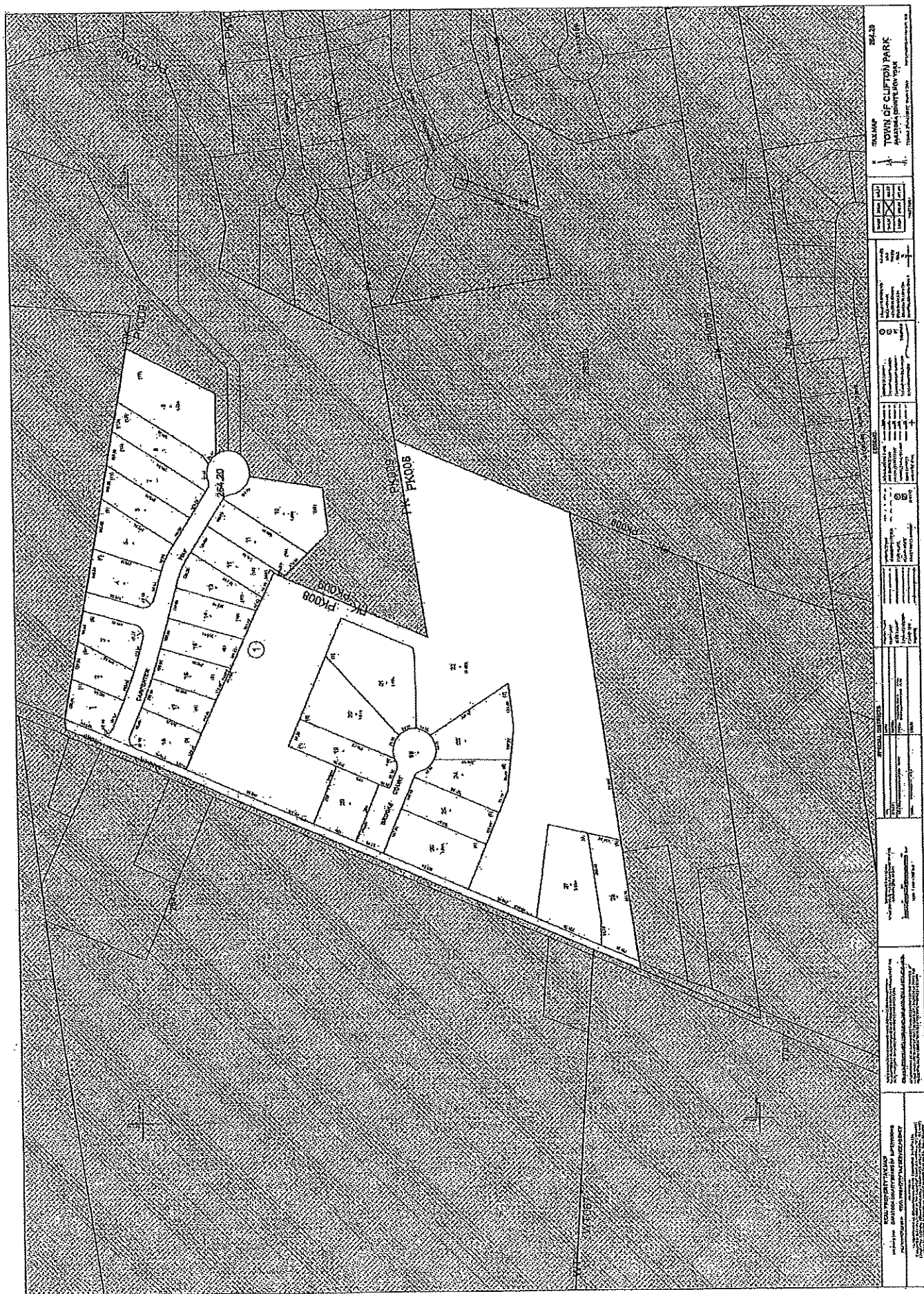
Total Taxes: \$0.98

Estimated State Aid - Type	Amount
County	46801484.00
Town	2306068.00

Mail Payments To:

RECEIVER OF TAXES

TOWN OF CLIFTON PARK PO BOX 10788 ALBANY, NY 12201



Fidelity National Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

MUNICIPAL DEPARTMENT SEARCHES AND STREET REPORT

Any searches or returns reported herein are furnished **FOR INFORMATION ONLY**. The searches will not be insured and the company assumes no liability for the accuracy thereof. The searches will not be continued to the date of closing.

Certificate of Occupancy: NOT ORDERED.

Housing and Building Violations: NOT ORDERED.

Street Report: Tanner Road is a public roadway.

Fire Department: NOT AVAILABLE.

Municipal Searches - Page 1 of 1

SMPR Order No.: S-92096

Fidelity National Title Insurance Company - SMPR Title Agency, Inc. Date: August 17, 2026

**TAX & OTHER
SEARCHES**

SMPR TITLE AGENCY, INC.

Albany/Troy

50 Chapel St, Albany, NY 12207

Ph 518-434-0127 / Fax 518-434-9997

Hudson/Poughkeepsie

One Hudson City Centre, Hudson, NY 12534

Ph 518-828-4351 / Fax 518-828-7494

Saratoga/Schenectady

517 Broadway, Suite 204

Saratoga Springs, NY 12866

Ph 518-885-8700 / Fax 518-884-2564

e-mail -- info@smprtitle.com -- website -- www.smprtitle.com

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document which notifies you of the privacy policies and practices of SMPR Title Agency, Inc.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on a title order application or other forms.
- Information about you and / or any of your transactions we secure from our files or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



SARATOGA COUNTY - STATE OF NEW YORK
SARATOGA COUNTY CLERK
CRAIG A. HAYNER
40 MCMASTER STREET, BALLSTON SPA, NY 12020

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



INSTRUMENT #: 2022005830

Receipt#: 2022212417274
Clerk: DG
Rec Date: 02/14/2022 02:00:45 PM
Doc Grp: D
Descrip: DEED
Num Pgs: 4

Party1: MASSARONI MARIA
Party2: TANNER ROAD LLC
Town: CLIFTON PARK
264.-3-53.1

Recording:

Pages	15.00
Cover Sheet Fee	5.00
Recording Fee	20.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Notice of Transfer of Sal	10.00
RP5217 - County	9.00
RP5217 All others - State	241.00
Names	0.00
TP 584	5.00

Sub Total: 325.00

Transfer Tax
Transfer Tax 1640.00

Sub Total: 1640.00

Total: 1965.00
**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 4655
Transfer Tax

Transfer Tax 1640.00

Total: 1640.00

Record and Return To:

JASON HOVER ESQ
1754 US ROUTE 9
CLIFTON PARK, NY 12065

This page constitutes the Clerk's
endorsement, required by section
316-a (5) & 319 of the Real Property
Law of the State of New York with a
stamped signature underneath.

Craig A. Hayner

Saratoga County Clerk

2022005830

02/14/2022 02:00:45 PM
4 Pages RECORDED
DEED
Saratoga County Clerk

**WARRANTY DEED WITH FULL COVENANTS
(INDIVIDUAL AND CORPORATION)**

THIS INDENTURE, made the 28th day of January, 2022, between

MARIA MASSARONI, residing at 33 McCauley Lane, Schenectady, New York 12309,
party of the first.

- and -

TANNER ROAD, LLC, a New York State Limited Liability Company, having an
address of P.O. Box 127, Round Lake, New York 12151, parties of the second.

WITNESSETH, that the party of the first part, in consideration of One dollar, lawful
money of the United States, paid by the party of the second part, does hereby grant and
release unto the party of the second part, the heirs or successors and assigns of the party
of the second part forever,

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, with the buildings and
improvements thereon erected, situate, lying and being in the Town of Clifton Park,
County of Saratoga, State of New York, more particularly bounded and described on
Schedule "A" attached hereto and made part hereof.

BEING THE SAME PREMISES conveyed to the Grantor herein by Stanley O.
Popowsky and Sophie Popowsky, by deed dated September 5, 2003 and recorded
October 1, 2003 in the Saratoga County Clerk's Office at Book 1658 Page 649.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to
any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first
part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second
part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law,
covenants that the party of the first part will receive the consideration for this
conveyance and will hold the right to receive such consideration as a trust fund to be
applied first for the purpose of paying the costs of the improvement and will apply the

same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

AND the party of the first part covenants as follows:

FIRST. That said party of the first part is seized of the said premises in fee simple, and has good right to convey the same;

SECOND. That the party of the second part shall quietly enjoy the said premises;

THIRD. That the said premises are free from encumbrances, except as aforesaid;

FOURTH. That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH. That said party of the first part will forever warrant the title to said premises.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.


MARIA MASSARONI

State of New York) ss.:
County of Schenectady)

On the 20th day of January, in the year 2022 before me, the undersigned, personally appeared MARIA MASSARONI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that her executed the same in her capacity, and that by her signatures on the instrument, the individuals or persons upon behalf of which the individuals acted, executed the instrument.


Notary Public

Record & Return:

Jason Hoyer Esq.
1754 US Route 9
Clifton Park NY 12065

DANIELA M MASSARONI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6381338
Qualified in Schenectady County
My Commission Expires 10-01-2022

AmTrust Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

SCHEDULE A DESCRIPTION

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the Town of Clifton Park, County of Saratoga and State of New York and bounded and described as follows: Beginning in the center of the highway leading from R. K. Birch's corners to Elnora at the northwesterly corner of the plot and at the southwesterly corner of lands now or formerly of P. G. Brooks, and running thence along the lands now or formerly of said Brooks, South 53 1/2 degrees East, 10 chains and 84 links; thence along the same South 34 1/2 degrees, West 8 chains and 15 links; thence along the same South 87 1/2 degrees East 9 chains and 5 links; thence along the lands now or formerly of Sarah Evers, South 34 1/2 degrees West 9 chains and 38 links to an iron pin set for a corner; thence along the lands now or formerly of Irvin Van Auken North 86 3/4 degrees West 21 chains and ninety links to an iron pin set in the southwesterly corner in the center of said highway, North 34 3/4 degrees East 24 chains and 47 links to the place of beginning.

FOR INFORMATION ONLY, NOT INSURED: Containing 30 acres of land, be the same more or less.

EXCEPTING AND RESERVING THEREFROM all that certain piece or parcel of land situate in the Town of Clifton Park, County of Saratoga and State of New York and bounded as follows: Beginning at a point 450 feet east of the lands now or formerly of Lafrete to a stake and thence running at right angles northerly in a northwesterly direction generally, 200 feet to a stake, and thence running at right angles generally in an easterly direction 150 feet to a stake and thence running at right angles in a generally southerly direction 200 feet to a stake and thence at right angles running in a westerly direction 150 feet to the point of beginning.

The above premises are shown on a map entitled "Tanner Road Subdivision", prepared by Gilbert VanGuilder Land Surveyor, PLLC, dated December 2, 2021, and filed in the Saratoga County Clerk's Office on December 27, 2021 as Map M2021268.

REVISED 1/27/2022 DR



SARATOGA COUNTY – STATE OF NEW YORK
SARATOGA COUNTY CLERK
CRAIG A. HAYNER
40 MCMASTER STREET, BALLSTON SPA, NY 12020

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: 2023013057

Receipt#: 2023212482802

Clerk: GB

Rec Date: 05/18/2023 10:17:58 AM

Doc Grp: D

Descrip: PUBLIC UTILITY EASEMENT

Num Pgs: 5

Party1: TANNER ROAD LLC

Party2: NIAGARA MOHAWK POWER
CORPORATION

Town: CLIFTON PARK

Recording:

Pages	20.00
Cover Sheet Fee	5.00
Recording Fee	20.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Names	0.50

Sub Total: 65.50

Transfer Tax
Transfer Tax 0.00

Sub Total: 0.00

Total: 65.50

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****

Transfer Tax #: 5522

Transfer Tax

Total: 0.00

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

This page constitutes the Clerk's
endorsement, required by section
316-a (5) & 319 of the Real Property
Law of the State of New York with a
stamped signature underneath.

Saratoga County Clerk

2023013057

06/18/2023 10:17:58 AM
5 Pages
RECORDED
PUBLIC UTILITY EASEMENT
Saratoga County Clerk

GRANT OF EASEMENT

159510

TANNER ROAD, LLC, having an address at P.O. Box 127, Round Lake, New York 12151 (hereinafter referred to as "Grantor"), is the owner of that certain parcel of real property commonly known as 649 and 651 Tanner Road located in the Town of Clifton Park, County of Saratoga in the State of New York, identified on the tax maps of the County of Saratoga as Section 264.20 Block I Lot 27 and Section 264.20 Block I Lot 28 (SBL# 264.20-1-27 and 264.20-1-28) and pursuant to that certain deed recorded on July 8, 2004 with the County Clerk of the County of Saratoga in Liber 2022 at Page 5830 (the "Grantor's Land"), and Grantor, for consideration in the amount of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants to NIAGARA MOHAWK POWER CORPORATION, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 and VERIZON NEW YORK, INC. having an address at 140 West Street, New York, New York 10007 (hereinafter collectively referred to as "Grantees"), for Grantees and their lessees, licensees, successors, and assigns a perpetual and nonexclusive easement and right of way through, over, across, under and upon the Grantor's Land (the "Easement") under the following terms and conditions.

Section 1 - Description of the Easement. The Easement provides the Grantees with the right, privilege, and authority to:

a. construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at their pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantees shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the purpose of transmitting intelligence and communication data, by any means, whether now existing or hereafter devised, for public or private use, in, through, upon, over, under, and across that certain portion of the Grantor's Land described in Section 2 below (the "Easement Area"), and any highways abutting or running through the Grantor's Land, and to renew, replace, remove, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others; and

b. from time to time, without further payment therefor, to clear the Easement Area of obstructions or structures, and clear and keep cleared the Easement Area by physical and/or mechanical means, of any and all brush, trees, limbs, branches, roots, vegetation, or other obstructions; and

c. from time to time, without further payment therefor, to clear and keep cleared by physical and/or mechanical means, the Grantor's Land beyond the bounds of the Easement Area, of any and all trees, limbs, branches, roots or vegetation that, in the sole judgment of the Grantees, due to species or structural defects or their tall growing nature, are likely to fall into or encroach upon the Easement Area or interfere in any way with the safe and reliable operation of Grantees' existing or proposed Facilities; and

d. excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Easement; provided, however, that the Grantees will, upon completion of the work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

e. pass and repass on foot and with vehicles and equipment, along, over, across and upon the Easement Area and the Grantor's Land in order to access the Easement Area and construct, reconstruct, relocate, use, and maintain roads, paths, causeways, and ways of access to and from the Easement Area as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 - Location of the Easement Area. The "Easement Area" shall consist of a portion of the Grantor's Land twenty (20) feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, "Easement Sketch-Exhibit A, WR# 30742060", which sketch is attached hereto as Exhibit A and recorded herewith. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

Section 3 - Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantees, their successors and assigns.

Section 4 - General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantees that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools,

1591810

or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantees; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantees' prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantees shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

The Grantees, their successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this 10th day of MARCH, 2023.

TANNER ROAD, LLC.

By: _____

Signature

Name: _____

Print Name

Its: _____

Title

State of New York)
County of Saratoga)

SS:

On the 10th day of March in the year 2023 before me, the undersigned, personally appeared Mark Johnson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

Loredana Adams
Notary Public

RETURN TO:

National Grid
Attention: Rosita Myers, Right of Way Agent
Right of Way, Survey & Aviation
1125 Broadway
Albany, New York 12204

LOREDANA ADAMS
Notary Public, State of New York
Registration #01AD6300175
Qualified in Saratoga County #26
Commission Expires March 31, 2025

1591810



CARPENTER WAY

LANDS N/F OF
JOHN A. WHITEHILL
TAX ID: 264.3-55

EXISTING NG POLE

LANDS N/F OF
DEGRAFF-BLOOM CUSTOM BUILDERS, INC.
TAX ID: 264.20-1-27

PROPOSED POLE & OH CONDUCTOR INSTALLATION

LANDS N/F OF
DEGRAFF-BLOOM CUSTOM BUILDERS, INC.
TAX ID: 264.20-1-28

LANDS N/F OF
ROBERT SCHUNK
TAX ID: 264.3-83.13

TANNER RD

EASEMENT SKETCH - EXHIBIT A

NOT TO SCALE

DESIGNER: Fusco, Jeffrey
DATE: March 7, 2023
WORK ORDER #: 32-23-30748080

Proposed Installation on Lands N/F of
TANNER ROAD, L.L.C.
661 TANNER RD
TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
TAX ID: 264.20-1-27

nationalgrid

159510



CARPENTER WAY

LANDS N/F OF:
JOHN A. WHITEHILL
TAX ID: 264.3-55

LANDS N/F OF
DEGRAFF-BLOOM CUSTOM BUILDERS, INC.
TAX ID: 264.20-1-27

EXISTING NG POLE

PROPOSED POLE & OH CONDUCTOR INSTALLATION

TANNER RD

LANDS N/F OF:
DEGRAFF-BLOOM CUSTOM BUILDERS, INC.
TAX ID: 264.20-1-28

LANDS N/F OF:
ROBERT SCHUNK
TAX ID: 264.3-83.13

	EASEMENT SKETCH - EXHIBIT A	NOT TO SCALE
DESIGNER: Tupper, Jeffrey DATE: March 7, 2023. WORK ORDER #: 32-28-30742060	Proposed Installation on Lands N/F of TANNER ROAD, LLC. 649 TANNER RD TOWN OF CLIFTON PARK COUNTY OF HAMILTON TAX ID: 264.20-1-28	nationalgrid



SARATOGA COUNTY -- STATE OF NEW YORK
SARATOGA COUNTY CLERK
CRAIG A. HAYNER
40 MCMASTER STREET, BALLSTON SPA, NY 12020

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



INSTRUMENT #: 2023013063

Receipt#: 2023212482816
Clerk: GB
Rec Date: 05/18/2023 10:38:53 AM
Doc Grp: D
Descrip: PUBLIC UTILITY EASEMENT
Num Pgs: 5

Party1: TANNER ROAD LLC
Party2: NIAGARA MOHAWK POWER
CORPORATION
Town: CLIFTON PARK

Recording:

Pages	20.00
Cover Sheet Fee	5.00
Recording Fee	20.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Names	0.00

Sub Total: 65.00

Transfer Tax
Transfer Tax 0.00

Sub Total: 0.00

Total: 65.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****

Transfer Tax #: 5526
Transfer Tax

Total: 0.00

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

This page constitutes the Clerk's endorsement, required by section 316-a (5) & 319 of the Real Property Law of the State of New York with a stamped signature underneath.

Craig A. Hayner

Saratoga County Clerk

2023013063

05/10/2023 10:38:53 AM
5 Pages RECORDED
PUBLIC UTILITY EASEMENT
Saratoga County Clerk

159514

GRANT OF EASEMENT

TANNER ROAD, LLC. of P.O. Box 127, Round Lake NY 12151 (hereinafter referred to as "Grantor"), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter referred to as "Grantee"), for Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "Grantor's Land")

Section 1 - Description of the Easement. The "Easement" granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, abandon or remove underground gas distribution facilities including a line or lines of pipe, valves, fittings, handholes, manholes, conduit, vaults, housings, connectors, pedestals, closures, markers, cables, connections to aboveground facilities, braces, fittings, foundations, anchors, lateral service lines; and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantee shall require now and from time to time, for the transmission and distribution of natural and manufactured gas for public or private use, in, upon, over, under, and across that portion of the Grantor's Land described in Section 3 below (the "Easement Area"), and the highways abutting or running through the Grantor's Land; and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;

b. From time to time, without further payment therefore, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots and vegetation adjacent to the Easement Area that, in the opinion of the Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width;

c. Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantee will, upon completion of its work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 - Description of Grantor's Land. The "Grantor's Land" is described in a certain Deed recorded in the Saratoga County Clerk's Office in Liber 2022 of Deeds at Page 5830 and consists of land described as being part of Tax Parcel No(s): 264.20-1-20 thru 264.20-1-26 and 264.20-1-98 of the Town of Chilton Park, County of Saratoga, New York, commonly known as "Brooke Court", also known as Tanner Road.

Section 3 - Location of the Easement Area. The "Easement Area" shall consist of a portion of the Grantor's Land 20 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled "Work Request # 30542092 (GAS)", which sketch is attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

Section 4 - Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

Section 5 - General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee's prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling without the Grantee's prior written consent; the Grantee shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant

159514

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this

27 day of FEB, 2023.

TANNER ROAD, LLC.

[Signature] (L.S.)
Signature of Grantor
President
Title

State of New York

County of Saratoga

On the 27th day of February in the year 2023, before me, the undersigned, personally appeared MARK TANNERSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature] LOREDANA ADAMS
Notary Public
Notary Public, State of New York
Registration #01AD6300175
Qualified in Saratoga County, NY
Commission Expires March 31, 2028

Complete for ALL Grantors:

Please print name and address of Grantor(s) (If Grantor is other than an individual(s), print name and address of Company and include name and title of signer):

Name:		Address:	P.O. Box 127	
Company:	Tanner Road, LLC.	City/Village/Town:	Round Lake	
Title:		State:	NY	Zip Code: 12151

For County Clerk Only:

PLEASE RECORD & RETURN TO:

Halina Gajewski, Supervisor
Right of Way & Survey Engineering
NATIONAL GRID
1125 Broadway
Albany, NY 12204-2505

WR# 32-22-30542092 (7230)

159814

URD RIDER

The Easement area shall include a strip of land 20 feet in width, on private property of all lots owned by Grantor, all as shown on Exhibit "A" including the right to extend lateral service lines to all buildings now or hereafter constructed upon lots abutting said easement strips.

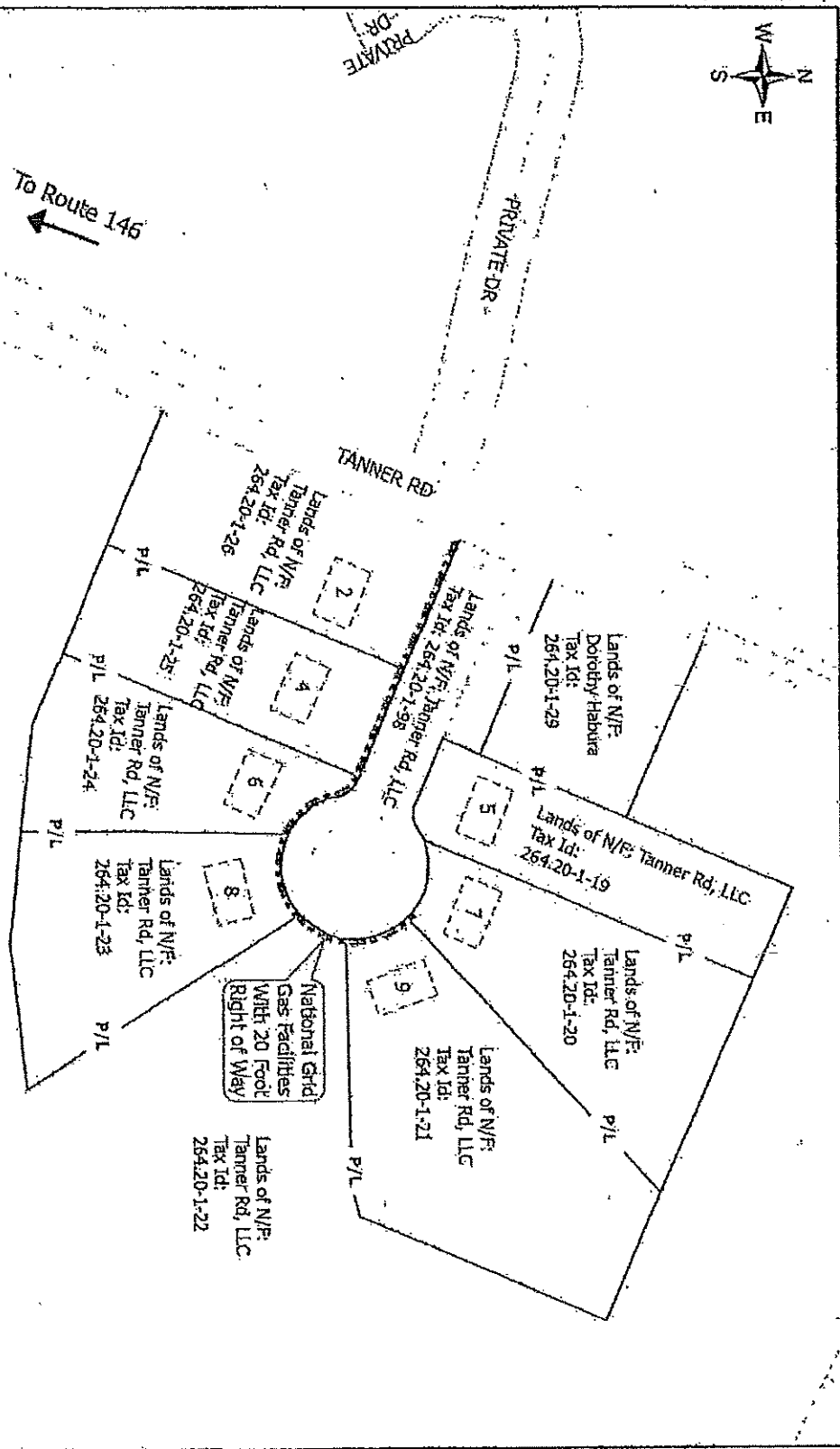
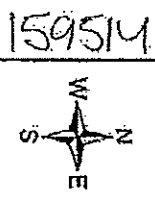
It is the general intention of the parties hereto that the facilities shall be laid underground parallel to the street line with street crossings and lateral facilities (except service lines) constructed generally along the dividing line between individual lots, to provide electric, gas street lighting, cable TV and communication service where necessary to buildings located on both sides of the streets comprising the subdivision.

Grantor covenants and agrees:

1. That unless the prior written consent of the Grantee is obtained, said easement premises, as well as the immediate area within which any said lateral facilities may be installed, shall remain unoccupied and that no surface, above surface, or subsurface structures shall be constructed on, or within five (5) feet of either side of, said easement premises and lateral facilities area. Said consent shall not be unreasonably withheld by the Grantee.

This provision is not intended to prohibit the crossing of said easement premises and lateral facilities provided the exercise of such crossing privilege will not damage or interfere with the construction, operation, maintenance or removal of the Grantee's equipment and facilities.

2. To clear said easement premises and lateral facilities areas of trees, tree stumps, brush and other obstructions hindering or interfering with the installation of the Grantee's equipment and facilities prior to the commencement of construction.
3. To grade said easement premises and lateral facilities areas to within six (6) inches of final grade prior to the commencement of construction, and to provide the Grantee with markings suitable to indicate final grade. Following installation of the Grantee's equipment and facilities, the premises shall not be altered or changed more than six (6) inches from such final grade marking.
4. That all buildings now or hereafter constructed on Grantor's land requiring electric, gas, street lighting and communication services shall be served exclusively by means of the underground facilities installed pursuant to the terms of this easement agreement, and that this easement is made for the benefit and use of all of the lots, properties and premises on Grantor's land.
5. To reimburse and hold Grantee harmless for any and all costs and expense incurred by Grantee for the relocation of the facilities installed under this agreement by reason of alterations to the "easement premises" on the part of Grantor, his successors and assigns including but not restricted to changes in lot lines, driveways, or grade.



EASEMENT #: 30542092

EASEMENT SKETCH - EXHIBIT A

NOT TO SCALE

DESIGNER: M. Kogon

Sketch for Lands of N/F: Tanner Rd LLC
Brooke Ct

ROW AGENT: R. Myers

DATE: 05/26/2022

WORK ORDER: 30542092

Town: Clifton Park
County: Saratoga
TAX ID(s): 264.20-1-20 thru 264.20-1-25 and 264.20-1-38

nationalgrid
XX Right of Way and Real Estate Department

NOTE: The location of surface and underground objects shown are not warranted to be correct.



SARATOGA COUNTY - STATE OF NEW YORK
SARATOGA COUNTY CLERK
CRAIG A. HAYNER
40 MCMASTER STREET, BALLSTON SPA, NY 12020

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT-- DO NOT DETACH



INSTRUMENT #: 2023013066

Receipt#: 2023212482819
Clerk: DG
Rec Date: 05/18/2023 10:43:06 AM
Doc Grp: D
Descrip: PUBLIC UTILITY EASEMENT
Num Pgs: 5

Party1: TANNER ROAD LLC
Party2: NIAGARA MOHAWK POWER
CORPORATION
Town: CLIFTON PARK

Recording:

Pages	20.00
Cover Sheet Fee	5.00
Recording Fee	20.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Names	0.00

Sub Total: 65.00-

Transfer Tax
Transfer Tax 0.00

Sub Total: 0.00

Total: 65.00
**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 5529
Transfer Tax

Total: 0.00

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

This page constitutes the Clerk's
endorsement, required by section
316-a (5) & 319 of the Real Property
Law of the State of New York with a
stamped signature underneath.

Craig A. Hayner

Saratoga County Clerk

2023013066

05/18/2023 10:43:08 AM
5 Pages RECORDED
PUBLIC UTILITY EASEMENT
Saratoga County Clerk

GRANT OF EASEMENT

159515

TANNER ROAD, LLC. of P.O. Box 127, Round Lake, New York 12151 (hereinafter referred to as "Grantor"), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to NIAGARA MOHAWK POWER CORPORATION, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter referred to as "Grantee"), for Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "Grantor's Land").

Section 1 - Description of the Easement. The "Easement" granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, abandon or remove underground electric facilities including a line or lines of wires or cables (either direct-buried or installed in underground conduits), handholes, manholes, conduit, vaults, junction boxes, pad-mount transformers, housings, connectors, switches and switching equipment, pipes, pedestals, closures, ducts and duct work, markers, cables, connections to overhead and underground wires, any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantee shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes, by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across that portion of the Grantor's Land described in Section 3 below (the "Easement Area"), and the highways abutting or running through the Grantor's Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;

b. From time to time, without further payment therefore, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots and vegetation adjacent to the Easement Area that, in the opinion of the Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width;

c. Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantee will, upon completion of its work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 - Description of Grantor's Land. The "Grantor's Land" is described in a certain Deed recorded in the Saratoga County Clerk's Office in Liber 2022 of Deeds at Page 5830 and consists of land described as being part of Tax Parcel No(s). 264.20-1-20 thru 264.20-1-26 and 264.20-1-98, of the Town of Clifton Park, County of Saratoga, New York commonly known as "Brooke Court"/Tanner Road.

Section 3 - Location of the Easement Area. The "Easement Area" shall consist of a portion of the Grantor's Land 20 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled "Work Request # 30542088", which sketch is attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantee. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantee in substantial compliance with Exhibit A hereto.

Section 4 - Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

Section 5 - General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee's prior written consent; the present grade or ground

159515

level of the Basement Area will not be changed by excavation or filling; the Grantee shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this 27 day of

FEB, 2023

TANNER ROAD, LLC.

[Signature] (L.S.)
Signature of Grantor

PRESIDENT
Title

State of New York

County of Saratoga

On the 27th day of February in the year 2023, before me, the undersigned, personally appeared Mark Johnson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

LOREDANA ADAMS
Notary Public, State of New York
Registration #01AD6300175
Qualified in Saratoga County
Commission Expires March 31, 2018

Complete for ALL Grantors: Please print name and address of Grantor(s) (If Grantor is other than an individual(s), print name and address of Company and include name and title of signer):

Name(s):		Address:	P.O. Box 127		
Company:	Tanner Road, LLC.	City/Village/Town:	Round Lake		
Title:		State:	New York	Zip Code:	12151

PLEASE RETURN TO:
Rosita Myers, Right of Way Agent
Right of Way & Survey Engineering
National Grid
1125 Broadway
Albany, NY 12204

WR # 32-22-30542088 (7230)

URD RIDER

The Easement area shall include a strip of land 20 feet in width, on private property of all lots owned by Grantor, all as shown on Exhibit "A" including the right to extend lateral service lines to all buildings now or hereafter constructed upon lots abutting said easement strips.

It is the general intention of the parties hereto that the facilities shall be laid underground parallel to the street line with street crossings and lateral facilities (except service lines) constructed generally along the dividing line between individual lots, to provide electric, gas street lighting, cable TV and communication service where necessary to buildings located on both sides of the streets comprising the subdivision.

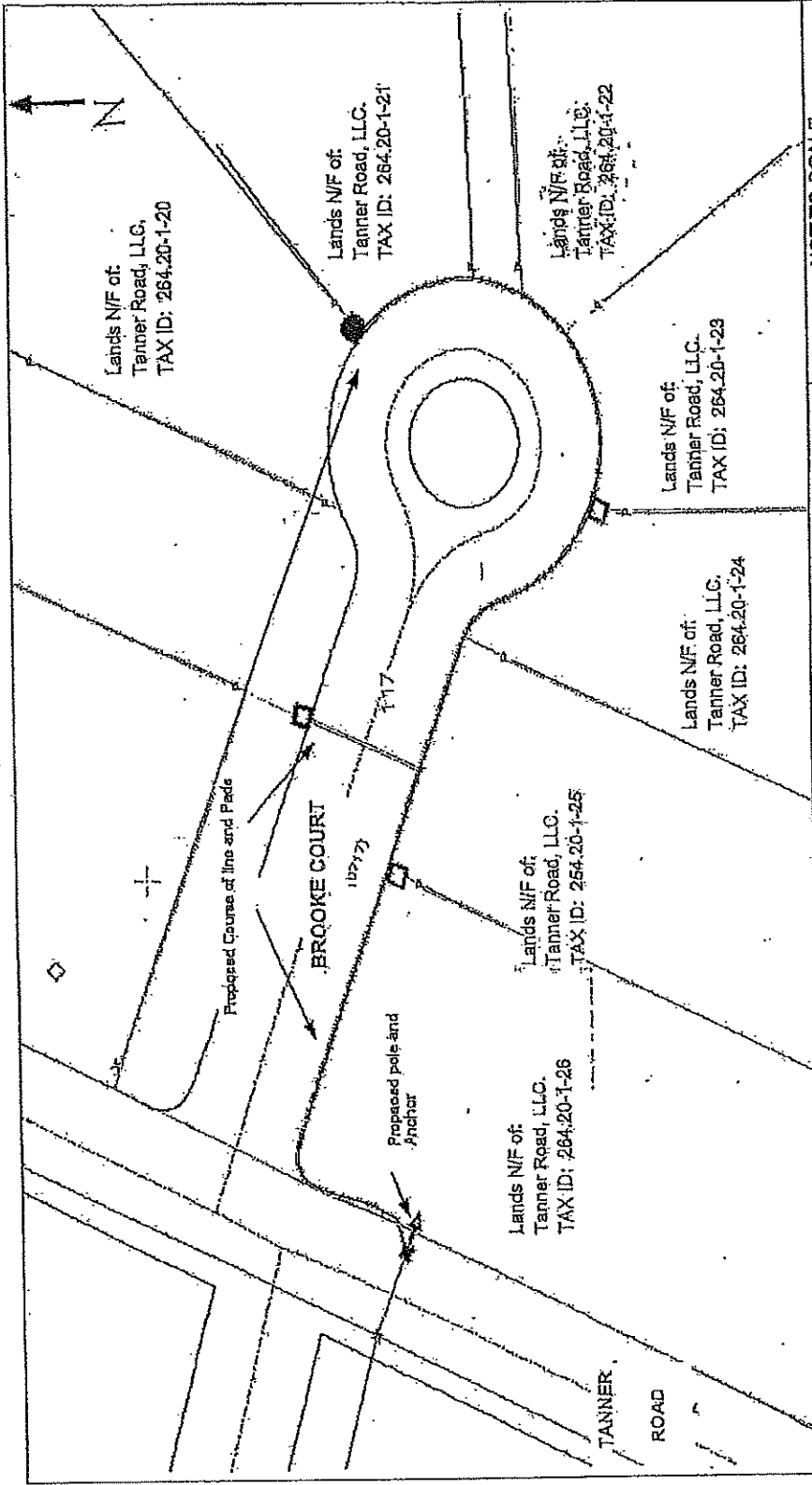
Grantor covenants and agrees:

1. That unless the prior written consent of the Grantee is obtained, said easement premises, as well as the immediate area within which any said lateral facilities may be installed, shall remain unoccupied and that no surface, above surface, or subsurface structures shall be constructed on, or within five (5) feet of either side of, said easement premises and lateral facilities area. Said consent shall not be unreasonably withheld by the Grantee.

This provision is not intended to prohibit the crossing of said easement premises and lateral facilities provided the exercise of such crossing privilege will not damage or interfere with the construction, operation, maintenance or removal of the Grantee's equipment and facilities.

2. To clear said easement premises and lateral facilities areas of trees, tree stumps, brush and other obstructions hindering or interfering with the installation of the Grantee's equipment and facilities prior to the commencement of construction.
3. To grade said easement premises and lateral facilities areas to within six (6) inches of final grade prior to the commencement of construction, and to provide the Grantee with markings suitable to indicate final grade. Following installation of the Grantee's equipment and facilities, the premises shall not be altered or changed more than six (6) inches from such final grade marking.
4. That all buildings now or hereafter constructed on Grantor's land requiring electric, gas, street lighting and communication services shall be served exclusively by means of the underground facilities installed pursuant to the terms of this easement agreement, and that this easement is made for the benefit and use of all of the lots, properties and premises on Grantor's land.
5. To reimburse and hold Grantee harmless for any and all costs and expense incurred by Grantee for the relocation of the facilities installed under this agreement by reason of alterations to the "easement premises" on the part of Grantor, his successors and assigns including but not restricted to changes in lot lines, driveways, or grade.

159015



NOT TO SCALE

nationalgrid

Albany Right of Way and
Real Estate Department

EASEMENT SKETCH

Lands of
Tanner Rd LLC
Brooke Ct
Town: Clifton Park
County: Saratoga
TAX ID(s): 264.20-1-20 thru 264.20-1-26 and 264.20-1-28

EXHIBIT A
Electric Work Request
(30542088)

El. Planner: Ed Dworakowski
ROW Agent: Rosita Myers
Date: February 27, 2023



SARATOGA COUNTY - STATE OF NEW YORK
SARATOGA COUNTY CLERK
CRAIG A. HAYNER
40 MCMASTER STREET, BALLSTON SPA, NY 12020

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



INSTRUMENT #: 2022036007

Receipt#: 2022212458520

Clerk: DCM

Rec Date: 11/18/2022 10:08:03 AM

Doc Grp: D

Descrip: DEED

Num Pgs: 5

Party1: TANNER ROAD LLC

Party2: SARATOGA COUNTY SEWER DISTRICT

NO 1

Town: CLIFTON PARK

264.20-1-98

264.20-1-22

Recording:

Pages	0.00
Cultural Ed	0.00
Records Management - Coun	0.00
Records Management - Stat	0.00
Notice of Transfer of Sal	0.00
RP5217 - County	0.00
RP5217 All others - State	0.00
Names	0.00

Sub Total: 0.00

Transfer Tax

Transfer Tax 0.00

Sub Total: 0.00

Total: 0.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****

Transfer Tax #: 2447

Transfer Tax

Total: 0.00

Record and Return To:

SARATOGA COUNTY ATTORNEY'S OFFICE
40 MCMASTER STREET
BALLSTON SPA, NY 12020

This page constitutes the Clerk's endorsement, required by section 316-a (5) & 319 of the Real Property Law of the State of New York with a stamped signature underneath.

Craig A. Hayner

Saratoga County Clerk

DEED OF DEDICATION

2022036007

11/18/2022 10:08:03 AM
6 Pages RECORDED
DEED
Saratoga County Clerk

THIS INDENTURE, Made this 7th day of November, 2022, between,

TANNER ROAD, LLC, with an address at 2218 State Route 9, Round Lake,
New York 12151, party of the first part, and

SARATOGA COUNTY SEWER DISTRICT NO. 1, an administrative unit of
THE COUNTY OF SARATOGA, a municipal corporation organized and existing under
the laws of the State of New York, with principal offices at 1002 Hudson River Road,
Mechanicville, New York, 12118, party of the second part,

WITNESSETH that the party of the first part, in consideration of ~~ONE~~
~~AND 00/100~~ ~~DOLLAR (\$1.00)~~ lawful money of the United States, and other
good and valuable consideration paid by the party of the second part, does hereby grant
and release unto the party of the second part, its successors and assigns forever, all right,
title and interest in and to those pipes, conduits, manholes, retention/detention areas,
pumps, and other related equipment and fixtures, exclusive of grinder pumps and lateral
lines, constituting the sanitary sewer system installed within the boundaries of the
easement areas lying and being situate in the Town of Clifton Park, County of Saratoga,
State of New York, and being more particularly bounded and described as follows:

Parcel 1

All that piece or parcel of land situate, lying and being shown on a plan titled "*Tanner
Road Subdivision, Town of Clifton Park, Saratoga County, New York*", dated December
2, 2021, as prepared by Gilbert Van Guilder Land Surveyor, PLLC and filed in the
Saratoga County Clerks Office on December 27, 2021 as map no. M2021268, in the
Town of Clifton Park, County of Saratoga, State of New York and being more
particularly bounded and described as follows:

Beginning at a point in the easterly road boundary of Tanner Road at its intersection with
the northerly road boundary of Brooke Court; thence from said point of beginning along
said northerly road boundary of Brooke Court the following five (5) courses and
distances:

1. South 50°21'50" East, 197.61 feet to a point; thence
2. South 38°27'30" West, 36.42 feet to a point; thence
3. South 50°33'40" East, 64.24 feet to a point of curvature; thence
4. along an arc of a curve to the left having a radius of 30.00 feet, an
arc length of 27.82 feet, chord bearing South 77°07'30" East, 26.83
feet to a point of reverse curvature; thence
5. along an arc of a curve to the right having a radius of 70.00 feet, an
arc length of

349.72 feet, chord bearing South 39°26'20" West, 84.00 feet to a point of reverse curvature in the southerly road boundary of the aforementioned Brooke Court; thence along said southerly road boundary the following two (2) courses and distances:

- 1) along an arc of a curve to the left having a radius of 30.00 feet, an arc length of 27.82 feet, chord bearing North 23°59'40" West, 26.83 feet to a point of tangent; thence
- 2) North 50°33'40" West, 262.49 feet to a point in the aforementioned easterly road boundary of Tanner Road; thence along said easterly road boundary of Tanner Road North 39°26'20" East, 97.09 feet to the point and place of beginning and containing 39,230 square feet of land, more or less.

Parcel 2

All that piece or parcel of land situate, lying and being shown on a plan titled "*Tanner Road Subdivision, Town of Clifton Park, Saratoga County, New York*", dated December 2, 2021, as prepared by Gilbert Van Guilder Land Surveyor, PLLC and filed in the Saratoga County Clerks Office on December 27, 2021 as map no. M2021268, in the Town of Clifton Park, County of Saratoga, State of New York and being more particularly bounded and described as follows:

Beginning at a point in the easterly terminus of Brooke Court at its intersection with the division line between Lot No. 3 on the north and lands to be conveyed to the Town of Clifton Park on the south (both as shown on the above referenced map); thence from said point of beginning along said division line and through the aforementioned lands to be conveyed to the Town of Clifton Park the following three (3) courses and distances:

- 1) South 74°32'00" East, 234.06 feet to a point; thence
- 2) South 86°04'30" East, 67.55 feet to a point; thence
- 3) North 77°31'50" East, 25.00 feet to a point in the division line between lands now or formerly of the Town of Clifton Park on the east and the aforementioned lands to be conveyed to the Town of Clifton Park on the west; thence along said division line South 39°11'10" West, 39.26 feet to a point therein; thence through the aforementioned lands to be conveyed to the Town of Clifton Park the following two (2) courses and distances:
 - 1) North 86°04'30" West, 71.40 feet to a point; thence
 - 2) North 74°32'00" West, 244.58 feet to a point of non-tangent in the aforementioned easterly terminus of Brooke Court; thence along said easterly terminus along an arc of a curve to the left having a radius of 70.00 feet, an arc length of 26.40 feet, chord bearing North 33°11'50" East, 26.25 feet to the point and place of beginning and containing 8,003 square feet of land, more or less.

Subject to any and all enforceable covenants, conditions, restrictions and easements of record; and any state of facts which an inspection and/or accurate survey may show.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said property,

TO HAVE AND TO HOLD the property herein granted unto the party of the second part, its successors and assigns forever.

And the party of the first part covenants as follows:

FIRST, That the party of the first part has suffered no lien or encumbrances of the property conveyed.

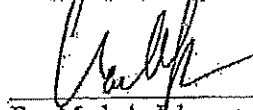
SECOND, That the party of the first part will forever Warrant the title to said property;

THIRD, That, in Compliance with Sec. 13 of the Lien Law, the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by its duly authorized officer this 7th day of November, 2022.

IN PRESENCE OF

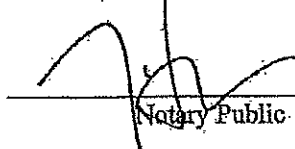
TANNER ROAD, LLC



By: Mark A. Johnson, Managing Member

STATE OF NEW YORK):
)ss.:
COUNTY OF SARATOGA)

On the 7th day of November, 2022 before me, the undersigned a notary public in and for said state, personally appeared Mark A. Johnson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that be his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

JASON SCOTT HOVER
Notary Public, State of New York
No. 02H08161560
Qualified in Saratoga County
Commission Expires Feb. 26, 2023

Record and Return to:
Saratoga County Attorney's Office
40 McMaster Street
Ballston Spa, New York, 12020



SARATOGA COUNTY - STATE OF NEW YORK
SARATOGA COUNTY CLERK
CRAIG A. HAYNER
40 MCMASTER STREET, BALLSTON SPA, NY 12020

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



INSTRUMENT #: 2022036009

Receipt#: 2022212458520
Clerk: DCM
Rec Date: 11/18/2022 10:08:03 AM
Doc Grp: D
Descrip: REGULAR EASEMENT
Num Pgs: 6

Party1: TANNER ROAD LLC
Party2: SARATOGA COUNTY SEWER DISTRICT
NO 1
Town: CLIFTON PARK

Recording:

Pages	0.00
Cultural Ed	0.00
Records Management - Coun	0.00
Records Management - Stat	0.00
Names	0.00

Sub Total: 0.00

Transfer Tax 0.00
Transfer Tax

Sub Total: 0.00

Total: 0.00
**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 2449
Transfer Tax

Total: 0.00

This page constitutes the Clerk's endorsement, required by section 316-a (6) & 319 of the Real Property Law of the State of New York with a stamped signature underneath.

Craig A. Hayner

Saratoga County Clerk

Record and Return To:

SARATOGA COUNTY ATTORNEY'S OFFICE
40 MCMASTER STREET
BALLSTON SPA, NY 12020

2022036009

11/18/2022 10:08:03 AM
6 Pages RECORDED
REGULAR EASEMENT
Saratoga County Clerk

PERMANENT RIGHT OF WAY AND EASEMENT

THIS INDENTURE made the 7th day of November, 2022, by and between,

TANNER ROAD, LLC, located at 2218 State Route 9, Round Lake, New York 12151,
hereinafter referred to as the "Grantor"

and

SARATOGA COUNTY SEWER DISTRICT NO. 1, an administrative unit of THE COUNTY OF SARATOGA, a municipal corporation organized and existing under the laws of the State of New York with principal offices at 1002 Hudson River Road, Mechanicville, New York, 12118, hereinafter referred to as the "Grantee".

WITNESSETH, that the Grantor, in consideration of ONE DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, release, transfer and convey to the Grantee, its successors and assigns forever, A PERMANENT RIGHT OF WAY AND EASEMENT FOR THE INSTALLATION, MAINTENANCE, INSPECTION, REPAIR, RELINING, REMOVAL, REPLACEMENT, IMPROVEMENT, USE AND OPERATION OF A SANITARY SEWER LINE AND FORCE MAIN OVER ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND, situate in the Town of Clifton Park, County of Saratoga, State of New York, more particularly bounded and described as follows:

All that piece or parcel of land situate, lying and being shown on a plan titled "*Tanner Road Subdivision, Town of Clifton Park, Saratoga County, New York*", dated December 2, 2021, as prepared by Gilbert Van Guilder Land Surveyor, PLLC and filed in the Saratoga County Clerks Office on December 27, 2021 as map no. M2021268, in the Town of Clifton Park, County of Saratoga, State of New York and being more particularly bounded and described as follows:

Beginning at a point in the easterly road boundary of Tanner Road at its intersection with the northerly road boundary of Brooke Court; thence from said point of beginning along said northerly road boundary of Brooke Court the following five (5) courses and distances:

1. South 50°21'50" East, 197.61 feet to a point; thence
2. South 38°27'30" West, 36.42 feet to a point; thence
3. South 50°33'40" East, 64.24 feet to a point of curvature; thence
4. along an arc of a curve to the left having a radius of 30.00 feet, an arc length of 27.82 feet, chord bearing South 77°07'30" East, 26.83 feet to a point of reverse curvature; thence
5. along an arc of a curve to the right having a radius of 70.00 feet, an arc length of 349.72 feet, chord bearing South 39°26'20" West, 84.00 feet to a point of reverse curvature in the southerly road boundary of the aforementioned

Brooke Court; thence along said southerly road boundary the following two (2) courses and distances:

- 1) along an arc of a curve to the left having a radius of 30.00 feet, an arc length of 27.82 feet, chord bearing North 23°59'40" West, 26.83 feet to a point of tangent; thence
- 2) North 50°33'40" West, 262.49 feet to a point in the aforementioned easterly road boundary of Tanner Road; thence along said easterly road boundary of Tanner Road North 39°26'20" East, 97.09 feet to the point and place of beginning and containing 39,230 square feet of land, more or less.

TOGETHER WITH a further right of ingress and egress across such roads and parcels to effectuate the purposes of said easements and the proper use of any other right granted herein.

The Grantor and its heirs, successors and assigns shall neither make nor cause any permanent construction, other than the installation of the permanent roadway surface, within the area of the Permanent Right of Way and Easement which will in any way interfere with complete access by the Grantee and its agents, servants and employees, to the sanitary sewer lines located within the Permanent Right of Way and Easement. The Grantee and its heirs, successors and assigns may remove from the Permanent Right of Way and Easement any obstruction which may interfere with the access to or the installation, repairing, replacing, maintaining or operation of said sewer line and appurtenances.

TO HAVE AND TO HOLD the right of way and easement herein granted unto the Grantee, its successors and assigns forever.

SUBJECT to any and all enforceable easements, restrictions, and conditions of record.

THIS Right of Way and Easement shall remain in force and effect perpetually, and shall run with the land and be binding on the parties hereto and their respective heirs, successors and assigns.

PROVIDED, however, that:

1. The Grantee, prior to conducting any non-emergency construction, repairs, maintenance or other work authorized by this Right of Way and Easement that requires excavation of any of the aforesaid dedicated roads, shall notify the Town of Stillwater Highway Superintendent, or his Deputy, of the intent to commence such work twenty four (24) hours prior to the commencement of said work. In cases of emergency repair work, the Grantee shall notify the Town of Stillwater Highway Superintendent, or his Deputy, by phone, of the intention to commence work as soon as possible prior to the commencement of such emergency repairs.
2. (a) After completing any construction, repair, maintenance or other work authorized by this Right of Way and Easement that requires excavation of any of the roads described in Premises contained herein, the Grantee shall restore the roadway's base, subbase and surface to as nearly as possible the condition same were in before construction. When backfilling any excavated roadway area, the Grantee shall compact such backfill to the compaction standards established by the County of Saratoga's Department of Public

Works as of the time of such roadway restoration. In the event the roads described in Premises described herein are dedicated to the Town of Stillwater, the Grantee shall permit an employee or representative of the Town of Stillwater Department of Public Works to conduct an inspection both of the contents of any backfill used to fill an excavated area in the road and of the compaction of said backfill.

- (b) In the event any utilities are disrupted by the Grantee in the course of performing any construction, repair, maintenance or other work authorized by this Right of Way and Easement, the Grantee shall promptly notify the proper utility company of the need for repairs to such utility. Grantee shall be responsible for the costs of repair to any utility which was properly marked or mapped, or as otherwise provided by law.
- (c) In the event that the Grantee shall find it necessary to either excavate or remove obstructions for the purposes of access to or installing, laying, repairing, replacing or maintaining the sewer lines, pipes, laterals or pumps, or for any other lawful purpose, the Grantee and its contractors, employees, agents or servants shall restore or replace, as the case may be, any and all lawns, shrubs, fences, guardrails, drains, culverts, crosswalks, curbs, driveways, sidewalks, or surfaces which are removed, disturbed or damaged by them in the course of such installation, laying, repairing, replacing or maintaining said sewer lines, pipes, laterals and pumps, or in the furtherance of the exercise of any rights granted herein. Such restoration or replacement shall be performed at the cost of the Grantee and shall be performed in a thoroughly workmanlike manner so that the property is replaced or restored, as nearly as possible, to the condition it was in prior to the aforesaid removal, disturbance or damage.
- 3. The Grantee shall obtain a construction permit from the Town of Clifton Park Highway Department for any new construction, relocation or expansion of sanitary sewer lines or force mains located, or to be located, in the roads described in Premises described herein.
- 4. The Grantee shall safeguard any excavation sites with visible signs, barricades and appropriate traffic control.
- 5. That prior to commencing any work authorized by this easement, the Grantee shall name the Grantor, or its successors or assigns, as an additional insured with regard to liability resulting from the said work in the Right of Way and Easement on the liability insurance maintained by the Grantee, and shall furnish Grantor, or its successors or assigns, with a certificate attesting to such insurance coverage.
- 6. The Grantee shall release and discharge the Grantor, its successors and assigns from any and all liability, actions, causes of action, damages, judgments, claims and demands whatsoever, in law or equity, arising directly or indirectly from the Grantee's use of this permanent Right of Way and Easement. The Grantee shall defend, indemnify and save harmless the Grantor, its successors and assigns, from any and all liability, actions, causes of action, damages, suits, claims or demands arising directly or indirectly from the use of this Permanent Right of Way and Easement.

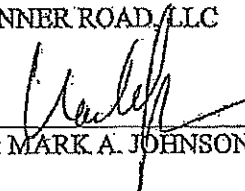
AND, said Grantor COVENANTS as follows:

FIRST, that the Grantor has suffered no lien or encumbrance of said premises, except as aforesaid.

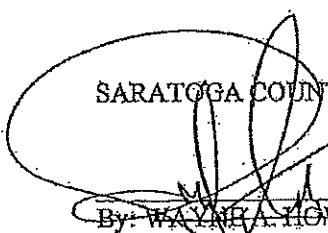
SECOND, that Grantor hereby warrants that it has fee simple title in the area of land or property comprising the easement area or right of way described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement on the date first above written.

TANNER ROAD, LLC

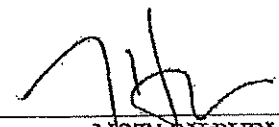

By: MARK A. JOHNSON, Managing Member

SARATOGA COUNTY SEWER DISTRICT NO. 1

 *Vice Chair*
By: ~~WAYNE A. HOWE, Chairman~~ PAUL HOTALING VICE CHAIRMAN
Saratoga County Sewer District Commission

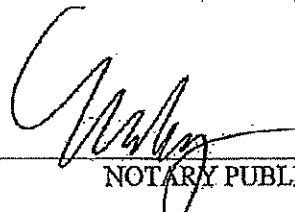
STATE OF NEW YORK)
COUNTY OF SARATOGA) ss:

On the 7th day of November, 2022 before me the undersigned, a Notary Public in and for said State, personally appeared MARK. A JOHNSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC
JASON SCOTT HOVER
Notary Public, State of New York
No. 02H06161560
Qualified in Saratoga County 23
Commission Expires Feb. 26, 20

STATE OF NEW YORK)
COUNTY OF SARATOGA) ss:

On the 17th day of NOVEMBER, 2022 before me the undersigned, a Notary Public in and for said State, personally appeared PAUL HOTALING VICE CHAIRMAN ~~WAYNE A. HOWE, Chairman of the Saratoga County Sewer District Commission~~, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

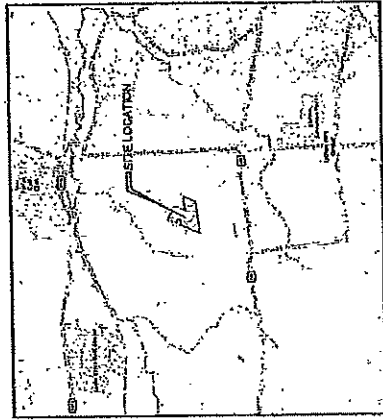

NOTARY PUBLIC

MICHAEL P. NAUGHTON
Notary Public, State of New York
Saratoga County, No. 02NA8002587
Commission Expires: 02-09-20 26

Record and Return to:
Saratoga County Attorney's Office
40 McMaster Street
Ballston Spa, New York, 12020

TANNER ROAD SUBDIVISION

TOWN OF CLIFTON PARK * SARATOGA COUNTY * NEW YORK



SITE LOCATION MAP

SHEET LIST TABLE

SHEET NUMBER	SHEET DESCRIPTION
1	COVER SHEET
2	DEED
3	DEED
4	DEED
5	DEED
6	DEED
7	DEED
8	DEED
9	DEED
10	DEED
11	DEED
12	DEED
13	DEED
14	DEED
15	DEED
16	DEED
17	DEED
18	DEED
19	DEED
20	DEED
21	DEED
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88	DEED
89	DEED
90	DEED
91	DEED
92	DEED
93	DEED
94	DEED
95	DEED
96	DEED
97	DEED
98	DEED
99	DEED
100	DEED

SIGHT DISTANCES

Visual sight distances are shown for the proposed road layout. The distances are based on the following assumptions:

- Vehicle speed: 30 mph
- Driver height: 5' 10"
- Object height: 4' 0"
- Grade: 0%
- Weather: Clear
- Lighting: Daytime

The distances are shown in feet. The distances are based on the following assumptions:

- Vehicle speed: 30 mph
- Driver height: 5' 10"
- Object height: 4' 0"
- Grade: 0%
- Weather: Clear
- Lighting: Daytime

DEED

DEED NUMBER	DEED DESCRIPTION
1	DEED
2	DEED
3	DEED
4	DEED
5	DEED
6	DEED
7	DEED
8	DEED
9	DEED
10	DEED
11	DEED
12	DEED
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14	DEED
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98	DEED
99	DEED
100	DEED

SITE STATISTICS

The site statistics are as follows:

- Total area: 10.0 acres
- Proposed road area: 1.0 acre
- Proposed building area: 0.5 acre
- Proposed parking area: 0.5 acre
- Proposed landscaping area: 0.5 acre
- Proposed utility area: 0.5 acre
- Proposed other area: 0.5 acre

The site statistics are as follows:

- Total area: 10.0 acres
- Proposed road area: 1.0 acre
- Proposed building area: 0.5 acre
- Proposed parking area: 0.5 acre
- Proposed landscaping area: 0.5 acre
- Proposed utility area: 0.5 acre
- Proposed other area: 0.5 acre

DATE: 12/2/2001
TIME: 9:28:07 AM
DRAWN BY: [Signature]



Department of Taxation and Finance

TP-584 (6/25)

Recording office time stamp

**Combined Real Estate Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Grantor/Transferor	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantor)	Social Security number (SSN)
☐ Individual	TANNER ROAD LLC	
☐ Corporation	Mailing address	SSN
☐ Partnership	2218 STATE ROUTE 9	
☐ Estate/Trust	City State ZIP code	Employer Identification Number (EIN)
☐ Single member LLC	ROUND LAKE NY 12151	87-3737537
☒ Multi-member LLC	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
☐ Other		
Grantee/Transferee	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantee)	SSN
☐ Individual	TOWN OF CLIFTON PARK	
☒ Corporation	Mailing address	SSN
☐ Partnership	1 TOWN HALL DRIVE	
☐ Estate/Trust	City State ZIP code	EIN
☐ Single member LLC	CLIFTON PARK NY 12065	
☐ Multi-member LLC	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN
☐ Other		

Location and description of property conveyed

Tax map designation - Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
264.20-1-98	412400	TANNER ROAD	CLIFTON PARK	SARATOGA

Type of property conveyed (mark an X in applicable box):

1 ☒ One- to three-family house	6 ☐ Apartment building	Date of conveyance <table border="1"><tr><td>month</td><td>day</td><td>year</td></tr></table>	month	day	year	Percentage of real property conveyed which is residential real property 0.00 % (see instructions)
month	day		year			
2 ☐ Residential cooperative	7 ☐ Office building					
3 ☐ Residential condominium	8 ☐ Four-family dwelling					
4 ☐ Vacant land	9 ☐ Other _____					
5 ☐ Commercial/industrial						

**Condition of conveyance
(mark an X in all that apply)**

a. ☒ Conveyance of fee interest	f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	l. ☐ Option assignment or surrender
b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)	g. ☐ Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. ☐ Leasehold assignment or surrender
c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)	h. ☐ Conveyance of cooperative apartment(s)	n. ☐ Leasehold grant
d. ☐ Conveyance to cooperative housing corporation	i. ☐ Syndication	o. ☐ Conveyance of an easement
e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. ☐ Conveyance of air rights or development rights	p. ☐ Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 3)
	k. ☐ Contract assignment	q. ☐ Conveyance of property partly within and partly outside the state
		r. ☐ Conveyance pursuant to divorce or separation
		s. ☐ Other (describe) _____

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 \$		
	Schedule B, Part 2 \$		

Schedule B – Real estate transfer tax return (Tax Law Article 31)**Part 1 – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) ☒ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		
2.		
3.		
4.		
5.		
6.		

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part 1, line 1; if you are claiming an exemption from additional tax, enter 0, mark an X in the Exemption claimed box and proceed to Part 3, item 1.) ☐ **Exemption claimed**
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part 3 – Explanation of exemption claimed (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a ☐
- b. Conveyance is to secure a debt or other obligation b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d ☒
- e. Conveyance is given in connection with a tax sale e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f ☐
- g. Conveyance consists of deed of partition g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k ☐
- l. Conveyance is for open space, parks, or historic preservation purposes to any not-for-profit tax-exempt corporation operated for conservation, environmental, parks, or historic preservation purposes (additional tax only) l ☐

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
This is to certify that: (mark an X in the appropriate box)

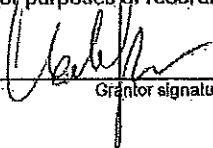
1. ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
 2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d ☐ The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

 - e ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

 _____ Grantor signature	MEMBER _____ Title	_____ Grantee signature	_____ Title
_____ Grantor signature	_____ Title	_____ Grantee signature	_____ Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date _____ to _____ Date _____ (see Instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date



Department of Taxation and Finance

TP-584 (6/25)

Recording office time stamp

**Combined Real Estate Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Grantor/Transferor	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantor)	Social Security number (SSN)
☐ Individual	TANNER ROAD LLC	
☐ Corporation	Mailing address	SSN
☐ Partnership	2218 STATE ROUTE 9	
☐ Estate/Trust	City State ZIP code	Employer Identification Number (EIN)
☐ Single member LLC	ROUND LAKE NY 12151	87-3737537
☒ Multi-member LLC	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
☐ Other		
Grantee/Transferee	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantee)	SSN
☐ Individual	TOWN OF CLIFTON PARK	
☒ Corporation	Mailing address	SSN
☐ Partnership	1 TOWN HALL DRIVE	
☐ Estate/Trust	City State ZIP code	EIN
☐ Single member LLC	CLIFTON PARK NY 12065	
☐ Multi-member LLC	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN
☐ Other		

Location and description of property conveyed

Tax map designation - Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
264.20-1-98	412400	TANNER ROAD	CLIFTON PARK	SARATOGA

Type of property conveyed (mark an X in applicable box)

1 ☒ One- to three-family house	6 ☐ Apartment building	Date of conveyance <table border="1"><tr><td>month</td><td>day</td><td>year</td></tr></table>	month	day	year	Percentage of real property conveyed which is residential real property 0.00 % (see instructions)
month	day		year			
2 ☐ Residential cooperative	7 ☐ Office building					
3 ☐ Residential condominium	8 ☐ Four-family dwelling					
4 ☐ Vacant land	9 ☐ Other _____					
5 ☐ Commercial/Industrial						

**Condition of conveyance
(mark an X in all that apply)**

a. ☒ Conveyance of fee interest	f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. ☐ Option assignment or surrender
b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)	g. ☐ Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. ☐ Leasehold assignment or surrender
c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)	h. ☐ Conveyance of cooperative apartment(s)	n. ☐ Leasehold grant
d. ☐ Conveyance to cooperative housing corporation	j. ☐ Syndication	o. ☐ Conveyance of an easement
e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	k. ☐ Contract assignment	p. ☐ Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 3)
		q. ☐ Conveyance of property partly within and partly outside the state
		r. ☐ Conveyance pursuant to divorce or separation
		s. ☐ Other (describe) _____

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 \$		
	Schedule B, Part 2 \$		

Schedule B – Real estate transfer tax return (Tax Law Article 31)**Part 1 – Computation of tax due**

1. Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) ☒ **Exemption claimed**
2. Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
3. Taxable consideration (subtract line 2 from line 1)
4. Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
5. Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
6. Total tax due* (subtract line 5 from line 4)

1.		
2.		
3.		
4.		
5.		
6.		

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

1. Enter amount of consideration for conveyance (from Part 1, line 1; if you are claiming an exemption from additional tax, enter 0, mark an X in the Exemption claimed box and proceed to Part 3, item 1.) ☐ **Exemption claimed**
2. Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)
3. Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part 3 – Explanation of exemption claimed (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a ☐
- b. Conveyance is to secure a debt or other obligation b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona-fide gifts d ☒
- e. Conveyance is given in connection with a tax sale e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f ☐
- g. Conveyance consists of deed of partition g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k ☐
- l. Conveyance is for open space, parks, or historic preservation purposes to any not-for-profit tax-exempt corporation operated for conservation, environmental, parks, or historic preservation purposes (additional tax only) l ☐

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the NYS Department of Taxation and Finance, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, Designated Private Delivery Services.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee-simple interest.

This is to certify that: (mark an X in the appropriate box)

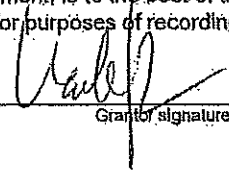
1. ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
 2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a. ☐ The transfer of real property is a transfer of a fee-simple interest to a person or persons who held a fee-simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b. ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c. ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d. ☐ The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

 - e. ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a. ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b. ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page of reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith: (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

 _____ Grantor signature	MEMBER _____ Title	_____ Grantee signature	_____ Title
_____ Grantor signature	_____ Title	_____ Grantee signature	_____ Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date _____ to _____ Date _____ (see instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**WARRANTY DEED WITH FULL COVENANTS
(INDIVIDUAL AND CORPORATION)**

THIS INDENTURE, made the 16th day of August, 2026;
between

TANNER ROAD, LLC, a New York Limited Liability Company, doing business at P.O. Box 127, 2218 State Route 9, Round Lake, New York 12151, party of the first part,

- and -

TOWN OF CLIFTON PARK, with an address at 1 Town Hall Plaza, Clifton Park, New York 12065, party of the second part,

WITNESSETH, that the party of the first part, in consideration of One dollar, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate, lying and being along the easterly road boundary of Tanner Road in the Town of Clifton Park, County of Saratoga and State of New York, and being more particularly bounded and described as follows:

BEGINNING at a point in the easterly road boundary of Tanner Road at its intersection with the northerly road boundary of Brooke Court; thence from said point of beginning along said northerly road boundary of Brooke Court and the easterly road boundary of Brooke Court the following five (5) courses and distances:

- 1) South 50°21'50" East, 197.61 feet to a point; thence
- 2) South 38°27'30" West, 36.42 feet to a point; thence
- 3) South 50°33'40" East, 64.24 feet to a point of curvature; thence
- 4) Along an arc of a curve to the left having a radius of 30.00 feet, an arc length of 27.82 feet, chord bearing South 77°07'30" East, 26.83 feet to a point of reverse curvature; thence
- 5) Along an arc of a curve to the right having a radius of 70.00 feet, an arc length of 349.72 feet, chord bearing South 39°26'20" West, 84.00 feet to a point of reverse curvature in the southerly road boundary of Brooke Court;

Thence along said southerly road boundary of Brooke Court the following two (2) courses and distances:

- 1) Along an arc of a curve to the left having a radius of 30.00 feet, an arc length of 27.82 feet, chord bearing North 23°59'40" West, 26.83 feet to a point of tangent; thence
- 2) North 50°33'40" West, 262.49 feet to a point in the aforementioned easterly road boundary of Tanner Road; thence along said easterly road boundary of Tanner Road North 39°26'20" East, 97.09 feet to the point and place of beginning and containing 39,230 square feet of land more or less.

BEING A PORTION OF THE PREMISES conveyed to Tanner Road, LLC by deed from Maria Massaroni dated January 28, 2022 and recorded February 14, 2022 in the Saratoga County Clerk's Office as Instrument #2022005830

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the costs of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

AND the party of the first part covenants as follows:

FIRST. That said party of the first part is seized of the said premises in fee simple, and has good right to convey the same;

SECOND. That the party of the second part shall quietly enjoy the said premises;

THIRD. That the said premises are free from encumbrances, except as aforesaid;

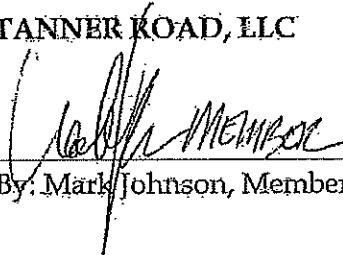
FOURTH. That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH. That said party of the first part will forever warrant the title to said premises.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

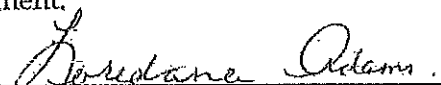
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

TANNER ROAD, LLC


By: Mark Johnson, Member

State of New York)ss.:
County of Saratoga)

On the 25th day of AUGUST, in the year 2026, before me, the undersigned, personally appeared MARK JOHNSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

LOREDANA ADAMS NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01AD6300175 Qualified in Saratoga County Commission Expires March 31, 2030

Record & Return to:

Final Inspection Checklist

Brookview Court

- ☒ Top course of pavement
- ☒ Condition of existing road & multiuse path binder course of pavement
- ☒ Total number of buildable lots and total number of built out lots (80% or more required)
- ☒ Clean out storm sewer system and catch basin sumps 4/18/25 PAVING ATTACHED
- ☒ Street name signs
- ☒ Stop signs and regulatory signs required 8/1/25
- ☒ Concrete survey monuments 8/6/25
- ☐ Condition of existing grass in the right of way, storm water management areas, & along multiuse paths Almost 100% - still need lot 7
- ☒ Remove all erosion and sediment control items no longer required
- ☒ Manhole and catch basin frames and grates set to pavement grade (so the Town plows do not hit them in the winter)
- ☐ Street lights
- ☒ 2 trees per lot installed 7/23/26

✓ completed 7/22/25

☐ still need to be completed

Owner's Rep:	Tanner, D. Seb	Date:	7/22/25	Day:	T
Phone:	Brooklyn CT	Page:	1	Of:	2

Project:		Project No.:	G02LWD-22303
Client:		Weather:	Sunny - 75°
Report No.:		Inspector:	N. Shaffer

OBSERVATIONS:

- Check items for road dedication
- ✓ - Need to sub Monuments for subdivision
- ✓ - Need to install access road for pond & sewer main
- ✓ - Pond needs sign, Sediment depth marker
- ✓ - Need to clean out C&Bs
- ✓ - Need to back up edges of new pavement
- ✓ - 2 trees per lot?
- Need Street sign w/ H&C Green Park logo
- ✓ - Need NYS DEC wetland buffer signs
- ✓ - Need mVHP use path sign. No Path?
- ✓ - Asbuilt's sent to town
- ✓ - Need to repair wash outs at 649 tanner
- ✓ - Pond ditch line

Signed:

N. Shaffer

Wm. J. Keller & Sons Construction Corp.

"We Move the Earth"

1435 Route 9
Castleton, NY 12033
Phone: 518-732-7782 Fax: 518-732-4574

INVOICE

INVOICE #M120-01
DATE: November 18, 2025

Bill To:
B&M Excavation
PO Box 127
2218 State Route 9
Round Lake, NY 12151

For: Cleanout Manholes

Attn: Accounts Payable

NOV 21

DESCRIPTION	AMOUNT
Worked performed on November 14, 2025 to cleanout manholes at Brook Ct. off Miller Road Per the attached daily record of work. <i>Brook Ct manhole</i> <i>OK</i>	\$ 2,733.00
Sale Tax 8%: If Project is Tax Exempt, Remove Tax and submit a Tax Exempt Certificate with your payment.	\$ 0.00
TOTAL	\$2,733.00

Make all checks payable to: Wm. J. Keller & Sons Construction Corp.

THANK YOU FOR YOUR BUSINESS!



WM. J. KELLER & SONS CONSTRUCTION CORP.

Contract M-120			Owner B & M Excavation			Date 11/14/25 (Fri)					
Item No. or Description M-120			Clear out manholes at Brook Ct and off Miller Road								
LABOR				MATERIALS			EQUIPMENT				
Name	Labor Classification	Hours Reg.	O.T.	Material	Quant.	Bare Cost	Trans. Taxes	Description	Hours	Rate	Cost
Joe DiBella	op./vac	8	0	—				469 Vln Tank	8	200 th	1600
		Σ =	8 00							Σ =	1600
				Total = \$ 2440 x 12% O.P. =				\$ 2733			
- 4 HRS on Brook Ct Working on Catch Basins											
- 4 HRS off of Miller Road Working Catch Basins											
				Total for Day				Total for Day			

STATEMENT OF WORK ACCOMPLISHED:

CERTIFICATION: - I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day.

Signed: _____

For Contractor

Date

For Owner

Date _____

Works as of the time of such roadway restoration. In the event the roads described in Premises described herein are dedicated to the Town of Stillwater, the Grantee shall permit an employee or representative of the Town of Stillwater Department of Public Works to conduct an inspection both of the contents of any backfill used to fill an excavated area in the road and of the compaction of said backfill.

- (b) In the event any utilities are disrupted by the Grantee in the course of performing any construction, repair, maintenance or other work authorized by this Right of Way and Easement, the Grantee shall promptly notify the proper utility company of the need for repairs to such utility. Grantee shall be responsible for the costs of repair to any utility which was properly marked or mapped, or as otherwise provided by law.
 - (c) In the event that the Grantee shall find it necessary to either excavate or remove obstructions for the purposes of access to or installing, laying, repairing, replacing or maintaining the sewer lines, pipes, laterals or pumps, or for any other lawful purpose, the Grantee and its contractors, employees, agents or servants shall restore or replace, as the case may be, any and all lawns, shrubs, fences, guardrails, drains, culverts, crosswalks, curbs, driveways, sidewalks, or surfaces which are removed, disturbed or damaged by them in the course of such installation, laying, repairing, replacing or maintaining said sewer lines, pipes, laterals and pumps, or in the furtherance of the exercise of any rights granted herein. Such restoration or replacement shall be performed at the cost of the Grantee and shall be performed in a thoroughly workmanlike manner so that the property is replaced or restored, as nearly as possible, to the condition it was in prior to the aforesaid removal, disturbance or damage.
- 3. The Grantee shall obtain a construction permit from the Town of Clifton Park Highway Department for any new construction, relocation or expansion of sanitary sewer lines or force mains located, or to be located, in the roads described in Premises described herein.
 - 4. The Grantee shall safeguard any excavation sites with visible signs, barricades and appropriate traffic control.
 - 5. That prior to commencing any work authorized by this easement, the Grantee shall name the Grantor, or its successors or assigns, as an additional insured with regard to liability resulting from the said work in the Right of Way and Easement on the liability insurance maintained by the Grantee, and shall furnish Grantor, or its successors or assigns, with a certificate attesting to such insurance coverage.
 - 6. The Grantee shall release and discharge the Grantor, its successors and assigns from any and all liability, actions, causes of action, damages, judgments, claims and demands whatsoever, in law or equity, arising directly or indirectly from the Grantee's use of this permanent Right of Way and Easement. The Grantee shall defend, indemnify and save harmless the Grantor, its successors and assigns, from any and all liability, actions, causes of action, damages, suits, claims or demands arising directly or indirectly from the use of this Permanent Right of Way and Easement.

AND, said Grantor COVENANTS as follows:

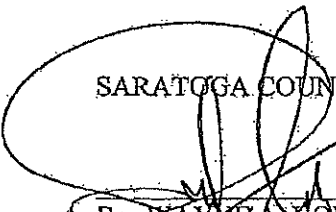
FIRST, that the Grantor has suffered no lien or encumbrance of said premises, except as aforesaid.

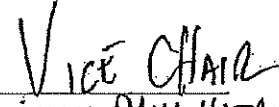
SECOND, that Grantor hereby warrants that it has fee simple title in the area of land or property comprising the easement area or right of way described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement on the date first above written.

TANNER ROAD, LLC


By: MARK A. JOHNSON, Managing Member

 SARATOGA COUNTY SEWER DISTRICT NO. 1

 VICE CHAIR
By: ~~WAYNE A. HOWE, Chairman~~ PAUL HOTALING VICE CHAIRMAN
Saratoga County Sewer District Commission

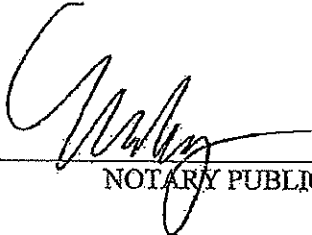
STATE OF NEW YORK)
COUNTY OF SARATOGA) ss:

On the 7th day of November, 2022 before me the undersigned, a Notary Public in and for said State, personally appeared MARK A. JOHNSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC
JASON SCOTT HOVER
Notary Public, State of New York
No. 02HO6161560
Qualified in Saratoga County
Commission Expires Feb. 28, 2023

STATE OF NEW YORK)
COUNTY OF SARATOGA) ss:

On the 17th day of NOVEMBER, 2022 before me the undersigned, a Notary Public in and for said State, personally appeared PAUL HOTALING VICE CHAIRMAN ~~WAYNE A. HOWE~~, Chairman of the Saratoga County Sewer District Commission, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

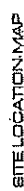


NOTARY PUBLIC

MICHAEL P. NAUGHTON
Notary Public, State of New York
Saratoga County, No. 02NA0002587
Commission Expires: 02-09-20 26

Record and Return to:
Saratoga County Attorney's Office
40 McMaster Street
Ballston Spa, New York, 12020

TOWN OF CLIFTON PARK * SHERATON COUNTY * NEW YORK

[illegible]

SITE LOCATION MAP

[illegible]

University of Michigan, Ann Arbor, Michigan

- [illegible]

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SHEET LIST TABLE.	
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EIGHT DISTANCES

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U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535

2. The above information is being furnished to you for your information only. It is not intended to be used for any other purpose.

100% MONEY BACK GUARANTEE

22. What country does contact in
Washington, D.C.? USA

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COVER SHEET

CV-1



RESOLUTION

#4

PHILIP C. BARRETT
Supervisor

•

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

•

MARIO L. FANTINI
Councilman

Resolution No. ____ of 2026, a resolution scheduling a public hearing regarding an amendment to the Park West PDD.

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

WHEREAS, a 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, the elimination of a 3,000 square foot clubhouse, the dedication of stormwater management basins #1 and 2, the elimination of a landscaped boulevard and clarifying language more precisely identifying the Planned Development District, and

WHEREAS, on September 9, 2020, the Planning Board approved and granted changes to the PDD, providing aforementioned changes be incorporated into the site plan for the PDD, with said site plan approved as of January 1, 2021, 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 accomplish the aforementioned legislative changes as amendments to the Park West PDD; now, therefore, be it

RESOLVED, that the Town Board will hold a public hearing to hear all persons interested in the matter, which public hearing shall be held at the Clifton Park Town Hall, One Town Hall Plaza, Clifton Park, New York, on November 4, 2026 at 7:02 pm; and be it further

RESOLVED, and ordered that the Town Clerk give notice of such hearing by publishing in the official town newspaper the Notice of Public Hearing in substantially the form attached hereto and by posting the Notice of Public Hearing in the town's official sign-board not less than ten (10) nor more than twenty (20) days before such hearing.

§ A217-408. Development.

- A. Park West Planned Development District shall consist of up to 27 four-unit buildings, five two-unit buildings and 14- single family detached units for a total of 132 condominium units. [In addition to the owner occupied condominium buildings, an approximately 3,000 square foot clubhouse that could be utilized by the residents as a central gathering place is also authorized.] The development of the Park West Planned Development District has been presented and is described according to the Planning Board approved Site Plan dated January 01, 2021 and titled PARK WEST PDD-SITE PLANS [a site plan] (the "site plan") filed with the Planning Board of the Town of Clifton Park, a copy of which is on file with the Town and incorporated into this article as an exhibit and the Subdivision map filed with the Saratoga County Clerk's Office dated August 16, 2021 and titled PARK WEST PDD. Determinations on accessory uses, signage, setback and alterations or amendments to the operative site plan are hereby delegated to the Planning Board to the extent such amendments are not inconsistent with this legislation.
- B. Each of the said buildings shall consist of one to four two-story dwelling units.
- C. The proposed planned development district will include open space accounting for approximately 13 acres of the 23.48-acre parcel, or approximately 57% overall, with a large portion of the parcel remaining wooded, brush/meadow, and wetland areas. Open space areas serve to preserve existing natural vegetation, to create recreational areas, to protect drainage corridors, to provide buffers to adjoining uses and to protect wetlands and environmentally sensitive areas.
- D. The project sponsor has **committed, upon final approval of** the site plan and receipt of all municipal approvals for the planned development district project, to convey an dedicate to the Town of Clifton Park by Conservation Easement, as defined by Article 49 of the NYS Environmental Conservation Law, an area of approximately 4.23 acres of land, to include 100 foot buffer area which will be maintained to separate the planned development district units from the southern property lines of the Sherwood Forest neighborhood.
- E. There will be a condominium association formed in accordance with Article 9-B of the New York State Real Property Law, in which the residents within development district authorized by this article will also be members/owners.
- F. Stormwater Management Areas/Basins #1 & 2, shall be offered for dedication to the Town as specified on the filed subdivision plan.

§ 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

#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 to adopt a Local Law to amend the §73-33 and §208-7 of the Town Code to define and regulate short-term rentals in the Town of Clifton Park.

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

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

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

WHEREAS, on September 15, 2026, the Town Board of Clifton Park held a public hearing on a proposal to consider amendments to the Town Code regarding short-term rentals, and

RESOLVED, that Local No. ___ of 2026, a local law to amend §73-33 and §208-7 of the Town Code, per the attached, is hereby adopted; and be it further

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

§208-7 Definitions and word usage

SHORT-TERM RENTAL

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

§73-1 Definitions

SHORT-TERM RENTAL

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

§73-3.1 SHORT-TERM RENTALS

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

- A. Short-term rental property or parcel must be the owner's primary residence
- B. A short-term rental may only be operated pursuant to a permit issued by the Town of Clifton Park Department of Building and Development.
- C. Any permit issued for a short-term rental shall only be valid for five (5) years from the date of issuance of the permit and may be renewable on an annual basis.
- D. 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.
- E. Property owners may not advertise a short-term rental by placing a sign or other posting on the premises subject to the permit.
- F. 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.
- G. Fees for-permits shall be \$200 for a five (5) year period.
- H. 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 Section 73-3.1 (A) of this local law and shall be "grandfathered" as an allowed use, further.

§73-3.2 (A)

That the owners of the said properties short term unit shall submit written proof of operation and use of such short term- rental 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 as of the date of effectiveness of this local law. 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

#6

PHILIP C. BARRETT
Supervisor

•

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

•

MARIO L. FANTINI
Councilman

Resolution No. ____ of 2026, a resolution authorizing the re-naming of the Friends of Grooms Tavern to be Friends of Heritage Square at Grooms Corners.

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

WHEREAS, by Resolution No. 273 of 2025, the Town Board authorized a name change for the three (3) parcels at the intersection of Grooms Road and Sugar Hill Road to be Heritage Square at Grooms Corners, and

WHEREAS, Deputy Supervisor Agatha Reid met with the Friends of Grooms Tavern, and submits the name change, at the group's request, to coincide with the name change for the three (3) parcel area; now, therefore, be it

RESOLVED, that the Friends of Grooms Tavern will be renamed to be Friends of Heritage Square at Grooms Corners; and be it further

RESOLVED, that the name change authorized by "Friends of Historic Grooms Tavern" to "Friends of Heritage Square at Grooms Corners", is both authorized and endorsed by the Town Board of the Town of Clifton Park; and be it further

RESOLVED, that this Resolution supersedes Resolution No. 151 of 2026.

Resolution No. 151 of 2026, a resolution authorizing the re-naming of the Friends of Grooms Tavern to be Friends of Heritage Square at Grooms Corners.

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

WHEREAS, by Resolution No. 273 of 2025, the Town Board authorized a name change for the three (3) parcels at the intersection of Grooms Road and Sugar Hill Road to be Heritage Square at Grooms Corners, and

WHEREAS, Deputy Supervisor Agatha Reid met with the Friends of Grooms Tavern, and submits the name change, at the group's request, to coincide with the name change for the three (3) parcel area; now, therefore, be it

RESOLVED, that the Friends of Grooms Tavern will be renamed to be Friends of Heritage Square at Grooms Corners; and be it further

RESOLVED, that Town Code §35-3 B(3) be amended to reflect this name change.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

May 5, 2026

Caitlin Fantini, Town Clerk



RESOLUTION

#7

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. ___ of 2026, a resolution to amend Resolution No. 210 of 2026 relating to the certification of Retirement days for elected and appointed officials.

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

WHEREAS, by Resolution No. 210 of 2026, the Town Board established standard workdays for the elected and appointed officials as detailed in the NYSLRS form RS 2417-A that was completed by the Comptroller's office and attached as Schedule A to the resolution, and

WHEREAS, a portion of RS 2417-A was incomplete as the term end dates were missing for the current elected and appointed officials, and

WHEREAS, NYSLRS has directed the Comptroller's office to resubmit RS-2417-A with the term end dates included; now, therefore, be it

RESOLVED, that Resolution No. 210 of 2026 is hereby amended and the Town Clerk is authorized to make the above-stated amendment; and be it further

RESOLVED, that the Town Board hereby establishes standard workdays for elected and appointed officials as detailed in the updated NYSLRS form RS 2417-A, attached as Schedule A.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, October 1, 2026 10:08 AM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #3499

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

Department: Comptroller
Your Name: Mark Heggen
Your Email: mheggen@cliftonpark.org
Sponsor: P. Barrett
Agenda Session Date: 10/06/2026 ✓
Board Meeting Date: 10/20/2026 ✓
Alternate Date: 10/20/2026
Budget Number: N/A
Budget Description: N/A
Amount: N/A
Brief Description: Adopt revised NYS form RS-2417A sent to Attorney's office.
Additional Comments/Details: Revised form needed to include term length.
Supporting Documents:
Agree to Terms: Agree

[unsubscribe](#)

Please type or print clearly
in blue or black ink

Employer Location Code

30143

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A

(Rev.11/19)

BE IT RESOLVED, that the Town of Clifton Park

/ 30143

(Name of Employer)

(Location Code)

hereby established the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities:

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Caitlin Fantini	xxxx	xxxxxxx	Town Clerk	1/1/2026-12/31/2026	6	24.47	☐	bi-weekly	☐
Mario Fantini	xxxx	xxxxxxx	Councilman	1/1/2026-12/31/2028	6	8.67	☐	bi-weekly	☐
Jennifer Jeram	xxxx	xxxxxxx	Town Judge	1/1/2026-12/31/2029	6	6.61	☐	bi-weekly	☐
Appointed Officials:									
Kevin Dailey	xxxx	xxxxxxx	Town Attorney	1/1/2026-12/31/2027	6	24.26	☐	bi-weekly	☐
Stefanie Bitter	xxxx	xxxxxxx	Deputy Town Attorney	1/1/2026-12/31/2027	6	1.86	☐	bi-weekly	☐
							☐		☐

Caitlin Fantini

(Name of Secretary or Clerk)

secretary/clerk of the governing board of the

(Circle one)

Town of Clifton Park

(Name of Employer)

of the State of New York,

20th day of October, 2026

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the 20th day of October, 2026 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Clifton Park

(Name of Employer)

(Signature of Secretary or Clerk)

Affidavit of Posting: I, Caitlin Fantini

being duly sworn, deposes and says that the posting of the Resolution began on

(Name of Secretary or Clerk)

and continued for at least 30 days. That the Resolution was available to the public on the:

(Date)

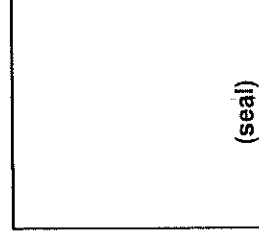
Employer's website at: www.cliftonparkny.gov

Official sign board at:

Main entrance Secretary or Clerk's office at:

Page of

(for additional rows, attach a RS 2417-B form.)





RESOLUTION

#8

PHILIP C. BARRETT
Supervisor

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AGATHA REID
Councilwoman

ZABED MANIR
Councilman

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NANCY R. BELLAMY
Councilwoman

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MARIO L. FANTINI
Councilman

Resolution No. of 2026, a resolution authorizing the retainment of MJ Engineering for professional services related to collecting catch basin inspection information required under NYSDEC SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s), GP-0-24-001, Part VI.F.3.c.ii.

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

WHEREAS, the New York State Department of Environmental Conservation (NYSDEC) SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s), GP-0-24-001, establishes requirements for MS4 Operators to develop and implement a Stormwater Management Program, including requirements related to the inventory, inspection, and maintenance of catch basins and other components of the municipal storm sewer system; and

WHEREAS, the Town has approximately 5,300 mapped catch basins within its municipal storm sewer system, and the collection of catch basin inspection information will assist the Town in evaluating catch basin conditions, identifying -maintenance needs, and establishing an appropriate schedule for catch basin cleaning and maintenance to reduce the potential discharge of pollutants to impaired and other receiving waters; and

WHEREAS, the required catch basin inventory and inspection information involves the collection and management of technical and geospatial data, and the Town desires that such information be collected in a format compatible with the Saratoga County Intermunicipal Stormwater Management Program, including the use of Survey123, or a compatible platform, and ArcGIS Field Maps; and

WHEREAS, MJ Engineering has experience conducting municipal stormwater infrastructure inventory and inspection work, has the technical capabilities necessary to collect and manage the required field and geospatial data, and has represented that it has the professional personnel and staffing capacity necessary to perform the work within the Town's required timeframe; and

WHEREAS, Scott Reese, Stormwater Management Officer, has reviewed the proposal submitted by MJ Engineering and recommends that the Town retain MJ Engineering to perform the catch basin inventory and inspection services described therein; now, therefore, be-it

RESOLVED, that the Town Board of the Town of Clifton Park hereby authorizes the retention of MJ Engineering to provide professional services for the catch basin inventory and inspection work described herein, and further authorizes the Town Supervisor to execute an agreement with MJ Engineering, in a form acceptable to the Town Attorney, for such services, effective immediately; and be it further

RESOLVED, that an amount not to exceed \$60,000 is authorized for such professional services and shall be paid from A-8540-135, (General Fund – Drainage Repairs – Engineering).



SENT VIA EMAIL ONLY

October 14, 2026

Mr. Scott Reese
Zoning Administrator
Stormwater Management Officer / Program Coordinator
Town of Clifton Park
1 Town Hall Plaza
Clifton Park, New York 12065
sreese@cliftonpark.org

Re: Town of Clifton Park MS4 Technical / Regulatory Support
Town of Clifton Park, New York
MJ Proposal No. 2026435 for Engineering Services

Dear Scott:

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. (MJ) is pleased to provide the Town of Clifton Park (Town) this proposal for professional services associated with MS4 technical and regulatory support. MJ's project understanding and associated Scope of Services are included below.

PROJECT UNDERSTANDING

Based upon our discussion, MJ understands the following:

- The Town is currently covered by GP-0-24-001, which requires several programmatic and operational modifications compared to the previous permit. The permit requirements have been given timelines for implementation, including items required within 6 months, 1-year, 2-years, 3-years, and 5-years of the effective day of the permit, which is January 3, 2024.
- The Town is a regulated traditional land use MS4 with town staff providing much of the technical and regulatory support. The Town is in need of external support to ensure continued compliance with the many facets associated with the 2024 MS4 General Permit, GP-0-24-001.
- The Town has requested MJ to provide the necessary support to further the Town's stormwater infrastructure inventory, mapping, and inspections required under the General Permit.
- The Town, as part of the Saratoga County Inter-Municipal Stormwater Management Program (ISWM), receives support from Cornell Cooperative Extension (CCE), including mapping support, program templates, and implementation guidance. The ISWM meets twice a month to evaluate the permit requirements and develop action plans.
- The Town's MS4 infrastructure includes approximately 5,200 catch basins that require inventory and inspection.

Based upon the above understanding, MJ offers the following Scope of Services for your consideration.



21 Corporate Drive
Clifton Park, NY 12065



518.371.0799
mj@mjteam.com
mjteam.com



Fishkill, NY
Levittown, NY
Saranac Lake, NY
Picatinny, NJ



SCOPE OF SERVICES

Task 01: Stormwater System Inventory, Mapping Update and Inspection

MJ will conduct a field inventory of the MS4 infrastructure as follows:

- MJ field staff will access identified catch basin locations in the Town to field locate infrastructure. ArcGIS Online and connected tablets will be utilized by MJ field personnel for infrastructure locations, identification, inventorying, and inspections to efficiently gather structure attributes and photos in the field.
- All inspections will be provided on the Survey 123 inspection form integrated into the Town's GIS Mapping that will be available for use in the mapping component as well as for inclusion in SWMP updates.

The MS4 Infrastructure that will be located, inventoried and/or inspected along with the necessary data collected will include:

- Locations and dimensions of MS4 outfalls and interconnections.
- Conveyance systems: type (closed pipe or open drainage), description (material, shape, dimensions), direction of flow, culvert crossing location and dimensions, stormwater structure type (drop inlet, catch basin, or manhole) and number of connections to catch basins and manholes.

MJ will locate any existing catch basin inspection forms, ensure they are documented and inventoried properly, and perform catch basin inspections where needed. MJ will document for the Town when the next catch basin inspection is needed. Each catch basin must be inspected again five years from the date of the original inspection.

Through the completion of this task, the following permit requirements will be satisfied:

- **VI.F.3.c.i** – Identify when catch basin inspection is needed
- **VI.F.3.c.ii** – Inventory catch basin information

ASSUMPTIONS

The following assumptions were made in the development of this proposal:

1. The Town will:
 - a. Provide available existing GIS data, mapping and prior inspection records.
 - b. Provide access to municipal properties.
 - c. Coordinate access to private property, if required.
 - d. Complete the annual reporting and other recurring compliance items directly or with the ISWM.
2. Survey-grade accuracy is not required unless otherwise specified.



FEE

MJ proposes to complete the above-listed services on an hourly not to exceed (HNTE) basis. MJ's approved Town Designated Engineer hourly rates will apply to the work efforts described.

Description	Fee Type	Estimated Fee
Task 01 – Inventory, Mapping, Inspection	HNTE	\$ 60,000
Total Estimated Fee		\$ 60,000

MJ will invoice the Town monthly based on actual time incurred. MJ will notify the Town prior to exceeding the Estimated Fee if required to complete the scope of work. The fee assumes there are no significant changes resulting from decisions, conditions and/or events beyond MJ's control.

SUMMARY

Thank you for the opportunity to provide a proposal for this project. If the above scope of work is acceptable, please execute and return the Authorization to Proceed below. We look forward to the opportunity to continue to work with the Town on this project. Please do not hesitate to contact Jenny Lippmann at 518-371-0799 or via email at jlippmann@mjteam.com if you have questions or require additional information.

Sincerely,

Michael D. Panichelli, P.E.
President

AUTHORIZATION TO PROCEED

In accordance with the 2026 Master Services Agreement between MJ and the Town of Clifton Park, I hereby authorize MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. to proceed with the scope of services as described above.

Printed Name

Title

Signature

Date



RESOLUTION

#9

PHILIP C. BARRETT
Supervisor

•

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

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MARIO L. FANTINI
Councilman

Resolution No. __ of 2026, a resolution to accept the Eagle Scout proposal for construction and installation of one (1) gaga pit at Clifton Common from Eagle Scout candidate Warren Rude.

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

WHEREAS, Eagle Scout candidate Warren Rude presented and discussed his proposed Gaga Pit Project for the Clifton Common playground with Megan Babendreier, Director of Parks and Recreation, and

WHEREAS, this proposal has been reviewed by Daniel Clemens, Director of Buildings, Parks and Recreation and Jennifer Viggiani, Open Space Coordinator, and together with Ms. Babendreier, support the gaga pit project proposal, contingent upon the approval of the Town Board, and

WHEREAS, the addition of a gaga pit enhances the diverse offerings at the Clifton Common playground, adding a unique recreational element to an already bustling community space; now, therefore be it

RESOLVED, the Town Board of the Town of Clifton Park, hereby approves the Eagle Scout gaga pit proposal from Eagle Scout candidate Warren Rude, and accepts the construction and installation of one (1) gaga pit at Clifton Common; and be it further

RESOLVED, that this project shall be completed at no direct cost to the Town, with the understanding that the candidate may apply for funding through the Community Action Fund and will rely on independent fundraising for any costs not covered by the fund.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, September 30, 2026 4:15 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; Christine Pagnello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #3497

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

Department: Parks and Recreation

Your Name: Megan Babendreier

Your Email: mbabendreier@cliftonpark.org

Sponsor: Agatha Reid, Nancy Bellamy

Agenda Session Date: 10/06/2026 ✓

Board Meeting Date: 10/20/2026 ✓

Alternate Date: 10/20/2026

Budget Number: n/a

Budget Description: n/a

Amount: n/a

Brief Description: Eagle Scout candidate Warren Rude has proposed a community service project to construct a gaga pit within the bounds of the Clifton Common playground.

Warren Rude presented this project proposal to the Director of Parks and Recreation in September 2026.

The proposal has been tentatively approved by the Director of Parks and Recreation, the Director of Buildings, Parks, and Recreation, and the Open Spaces Coordinator, contingent upon the final approval of the Town Board.

The addition of a gaga pit enhances the diverse offerings at the Clifton Common playground, adding a unique recreational element to an already bustling community space,

The Town Board of the Town of Clifton Park hereby approves the Eagle Scout gaga pit proposal and accepts the construction and installation of one (1) gaga pit at Clifton Common.

This project shall be completed at no direct cost to the Town, with the understanding that the candidate may apply for funding through the Community Action Fund and will rely on independent fundraising for any costs not covered by the fund.

Additional Comments/Details: n/a

Supporting Documents:

Agree to Terms: Agree

[unsubscribe](#)



RESOLUTION

#10

PHILIP C. BARRETT
Supervisor

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AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

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MARIO L. FANTINI
Councilman

Resolution No. _____ of 2026, a resolution authorizing M.A. Schafer Construction, Inc. to supply and install playground equipment in the George T. Smith Park, Longkill II Park District.

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

WHEREAS, the Town Board, as commissioners of the Longkill II Park District, wish to authorize improvements to the playground equipment at a Park on Main Street, and

WHEREAS, Daniel Clemens, Director of Buildings, Parks and Recreation, solicited quotes for installing some playground equipment at George T. Smith Park, and

WHEREAS, M.A. Schafer Construction, Inc. has submitted the lowest responsive quote to supply and install the equipment in an amount not to exceed \$10,800.00, and

WHEREAS, there are sufficient funds in the park district's assigned fund balance to complete the work as submitted; now, therefore be it

RESOLVED, that M.A. Schafer Construction, Inc. is authorized to supply and install equipment as specified in the attached documents in the George T. Smith Park on Main Street, in an amount not to exceed \$10,800.00, to be paid with a transfer from Assigned Fund Balance, SP6-00915 to SP6-7124-200 (Longkill II Park District – Longkill II Park District – Capital Improvement).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, September 30, 2026 12:58 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #3495
Attachments: 5c5e1fbfc69e5cb0_Longkill_2
_ - GT_Smith_Park - _additional_playground equip_res_packet_9.30.26.pdf

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

Department: Buildings & Grounds

Your Name: Daniel Clemens

Your Email: dclemens@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 10/06/2026 ✓

Board Meeting Date: 10/20/2026 ✓

Alternate Date: 11/04/2026

Budget Number: SP6-7124-200

Budget Description: special district - Longkill II Park District - capital improvement

Amount: \$10,800.00

Brief Description: Hire MA Schafer Construction, Inc. to supply and install four (4) new pieces of playground equipment in the George T. Smith Park on Main Street.

Additional Comments/Details: I have worked with the park district on this, Stu has reviewed and approved. Stu says they have enough money, may need to transfer from their reserve funds.

Supporting Documents:

[5c5e1fbfc69e5cb0_Longkill_2 - _GT_Smith_Park -
_additional_playground equip_res_packet_9.30.26.pdf](#)

Agree to Terms: Agree

[unsubscribe](#)

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: September 28, 2026

**Description: Supply & install playground equipment
George T. Smith Park
Longkill II Park District**

Vendor #1: M.A. Schafer Construction, Inc. - \$10,800.00 ✱

Vendor #2: A Plus Playgrounds - \$8,170.78

Vendor #3: Parkitects - \$16,898.48

Vendor #4: Play By Design - no reply

Vendor #5:

Vendor #6:

**Comments: A plus Playgrounds did not include all the different
spinners as requested. They can not get them and they quoted
3 of the same spinner.**

✱

Decision: M.A. Schafer Construction, Inc. - \$10,800.00



Town of Clifton Park Buildings & Grounds

One Town Hall Plaza • Clifton Park, New York 12065 • (518) 371-6651 Ext. 251 • Fax: (518) 371-1136

The Town of Clifton Park, through the Buildings & Grounds Department, seeks price quotes from qualified entities for the supply and installation of playground equipment located at George T. Smith Park, 891 Main Street, Clifton Park NY 12065.

Scope of work is as follows but not limited to:

Supply and install the following or equal pieces of playground equipment at George T. Smith Park.

1 ea. – Landscape Structures Model # 152179 - Saddle Spinner

1 ea. – Willy Goat Model # (SKU) PFS019 - Sit & Spin

1 ea. – Willy Goat Model # (SKU) 801-212M-H - See Saw

1 ea. – Gametime Model # 6143 - Whirlwind Seat

Contractor is responsible for all underground utility locations.

Contractor must ensure that all new equipment is placed in accordance with all fall and safe zones in relation to existing equipment.

Dispose of all waste properly

The Town requires proof of Liability Insurance with One Million Dollars, naming the Town as an additional insured, as well as appropriate Workers Compensation Insurance and automobile insurance.

A minimum prevailing wage rate as described by New York State must be paid.

The Town of Clifton Park reserves the right to reject any and all quotes.

The Town of Clifton Park reserves the right to request a performance bond.

Please contact Kieran Lynch 518-888-4779 or klynch@cliftonpark.org for information or an appointment to do a site visit.

Quotes are due by Friday September 25, 2026, at 2:00pm

SENT TO
4 COMPANIES
9.10.26

maschaferhomes@nycap.rr.com

Date	Estimate #
9/22/2026	16-539

Name / Address
George T Smith Park 891 Main Street Clifton Park NY 12065

WA Number	Project

Description	Total
Cost to purchase the 4 playground pieces (saddle spinner, Sit and Spin, SeeSaw and whirlwind seat) *Please note that approx. \$2,000 of that price is for freight and crating charges	6,700.00
For the labor to install the 4 pieces of playground equipment listed above	4,100.00
Total	\$10,800.00



A+ Playgrounds
6050 Danubio Ct
Brownsville, Tx 78526
(505)615-0890
APlusPlayground@outlook.com

Estimate Number: 20260904 Date: 9/24/2026

Client Information:

Client Name: Town of Clifton Park
Address: 2 Town Hall Plaza, Clifton Park, NY 12065
Phone: (518)281-5065
Email: dclemens@cliftonpark.org

Description of Work/Service:

The purchase and installation of equipment listed below for the Town of Clifton Park, NY.

Item	Description	Qty	Rate	Total
75-21004	Lotus Spinner	3	1,647.63	4,942.89
801-212M-	Heavy Duty See-Saw (2 Seater)	1	3,227.89	3,227.89
			Subtotal	8,170.78
			Sales Tax.	
			Total	8,170.78

Payment Terms:

Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% finance charge.
A 50% advance payment is required to initiate the projects and secure necessary resources.
The remaining 50% will be due upon completion of project or delivery of products.

Additional Notes:



PROPOSAL



parkitects

Number: AAAQ13762-01

Date: Sep 24, 2026

Project: Town of Clifton Park: George T. Smith Park

PO to PARKITECTS, Inc.

505 Ellicott Street, Suite 21
Buffalo, NY 14203

Remit to PARKITECTS, Inc.

505 Ellicott Street, Suite 21
Buffalo, NY 14203

Sold To

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

P 518-847-3522 ext:

F

E klynch@cliftonpark.org

Your Sales Rep

Dan Schuldt

P 518-694-1091 ext:

F 607-533-4108

E dan@playgroundinfo.com

Terms

PRICES ARE VALID FOR 15 DAYS.

Terms: 50% Deposit/Net 30
Net 30 Municipal

Order Requirements:

Completed proposal or P.O.

Tax exempt certificate (if applicable)

Credit application may be required.

Qty	Item #	Description	Unit Price	Ext. Price
Play Equipment				
1	247189A	Chill Spinner DB	\$2,875.00	\$2,875.00
1	247179A	Curva Spinner DB Only	\$2,630.00	\$2,630.00
1	152179A	Saddle Spinner DB 12"Height	\$990.00	\$990.00
1	148637A	Seesaw 4-Seats DB	\$4,825.00	\$4,825.00
<i>Play Equipment Subtotal</i>				\$11,320.00
<i>5.0% Discount</i>				- \$566.00
1		LSI Freight	\$844.48	\$844.48
Play Equipment Total				\$11,598.48
Installation under Sourcwell Contract #101625-LSI				
1		Equipment Installation by Certified Installer	\$5,300.00	\$5,300.00
<i>Installation Total</i>				\$5,300.00

Parkitects standard installation terms apply to all work included in this proposal.

Order Total	\$16,898.48
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AIA Contract Requirements are not included in the above pricing. If an AIA Contract is issued, fees will be added for Bonds, Special Insurance, & OCP.

Playground Safety Audit would be \$1200

Scope done by others - any EWF supply and install

Bill To

Ship To

Accepted By

Delivery Contact Name

Phone Number

Accepted by Customer

Date

Print Name

Dan Clemens

From: Stu and Nancy <ncmskl@yahoo.com>
Sent: Tuesday, September 29, 2026 5:42 PM
To: Dan Clemens
Cc: Kieran Lynch
Subject: Re: new playground equipment

Hi Dan - Thanks to you and Kieran for the follow up. With the lowest cost estimate at \$8,170, A Plus Playgrounds did not sufficiently accommodate the bid request, which is a factor. For the three separate spinners, they listed 3 lotus spinners, which is not what was requested. We needed three different spinner types to meet the needs of those using the playground. One short saddle type spinner for younger kids, one taller saddle type spinner for older kids, and one lotus type, or sit and spin... which is shaped to hold the user within the seat and, though it's useful for all kids, it's also more accessible for kids that may not as easily be able to hold on for balance.

Of course, the third bid submitted was quite a bit more at \$16,898. And it included a 4 seat see saw (we wanted 2 seats), as well as two spinners that we triple the price of the ones requested, which significantly affected the total price.

M.A. Shafer Construction submitted a bid for the specific items that were requested. Though the total cost was \$10,800, which is above the submission from the lowest bidder, they sufficiently accommodated the proposal for the specific playground equipment and installation. So, I would ask that their proposal be considered. I can provide more info as needed.

Thanks. Stu

On Monday, September 28, 2026 at 02:07:40 PM EDT, Dan Clemens <dclemens@cliftonpark.org> wrote:

Stu,

Attached is the packet for the new playground equipment RFP. If you want to move forward with it, I will need to put in a resolution request for the town board.

Thanks, Dan

Daniel J. Clemens

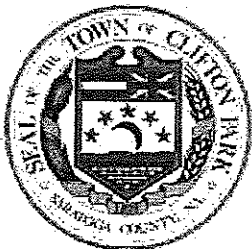
Director of Buildings, Parks, and Recreation

Town of Clifton Park, NY

O: 518-371-6651 ext. 248

C: 518-281-5065

dclemens@cliftonpark.org





RESOLUTION

#11

PHILIP C. BARRETT
Supervisor

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AGATHA REID
Councilwoman

ZABED MANIR
Councilman

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NANCY R. BELLAMY
Councilwoman

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MARIO L. FANTINI
Councilman

Resolution No. of 2026, a resolution awarding the bid for uniform rentals and service for all Town employees, and for red shop rags and floor mats for multiple locations in the Town of Clifton Park, to sole bidder Unifirst Corporation.

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

WHEREAS, on October 1, 2026, bids were opened for a 36-month agreement for Uniform Rentals and Service for all Town Employees and for red shop rags and floor mats for multiple locations in the Town of Clifton. Park; and

WHEREAS, Unifirst Corporation, Watervliet, New York was the sole bidder in an amount of \$8.902 per employee, for Uniform Rentals and Service and for floor mats and red shop rags in the following amounts:

3 x 5 Scraper	\$1.90 each
3 x 5 Mats	\$1.90 each
3.x 10 Mats	\$3.50 each
4 x Mats	\$3.20 each
4 x 8 Mats	\$3.75 each
Red Shop Rags	\$0.07 each

, and

WHEREAS, Daniel Clemens, Director of Buildings, Parks and Recreation, recommends accepting the sole bid submitted by UniFirst Corporation, the Town's current uniform and related services provider; now, therefore, be it

RESOLVED, that the bid for a 36- month agreement for uniform rentals and services is hereby awarded to Unifirst Corporation, 157 Troy-Schenectady Rd., Watervliet, NY, at a cost of \$8.902 per employee, and.for floor mats and red shop rags as per the above amounts, with the cost of uniforms, mats and red shop rags to come from various departmental budgets.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, October 7, 2026 2:05 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #3508
Attachments: 47d32801c70f30fc_Uniform_Service_-_36_month_agreement_-_res_packet_10.7.26.pdf

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

Department: Buildings & Grounds
Your Name: Daniel Clemens
Your Email: dclemens@cliftonpark.org
Sponsor: P. Barrett
Agenda Session Date: 10/20/2026 ✓
Board Meeting Date: 10/20/2026 ✓
Alternate Date: 11/04/2026
Budget Number: A-7110-28
Budget Description: General Fund - Buildings & Grounds - Uniforms
Amount: \$17,000
Brief Description: Accept the bid from Unifirst for employee uniforms & service, floor mats & red shop rags as listed.

Agreement is for 3 years

January 1, 2027 - December 31, 2029

Additional Comments/Details: Unifirst is our current company

Supporting Documents:

[47d32801c70f30fc_Uniform_Service_-_36_month_agreement_-_res_packet_10.7.26.pdf](#)

Agree to Terms: Agree

[unsubscribe](#)

UNIFORM SERVICE BID 10/1/26 @ 2pm

[illegible]



Town of Clifton Park

Buildings & Grounds

One Town Hall Plaza • Clifton Park, New York 12065 • (518) 371-6651 Ext. 251 • Fax: (518) 371-1136

BID FORM

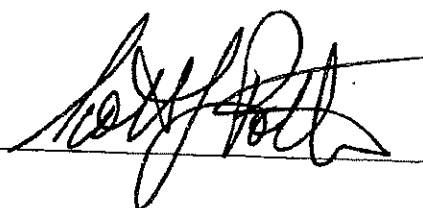
Date: 9-14-2026

Company Name: UniFirst Corporation LLC

Bid Name: "Uniforms"

Total uniform cost per employee:	\$ <u>8.902</u>	
3x5 scraper	\$ <u>1.90</u>	each
3x5 mats	\$ <u>1.90</u>	each
3x10 mats	\$ <u>3.50</u>	each
4x6 mats	\$ <u>3.20</u>	each
4x8 mats	\$ <u>3.75</u>	each
Red shop rags	\$ <u>.07 each</u>	

Name/Title: Scott J. Potter / Market Service Mgr.

Signature: 



Town of Clifton Park

Buildings & Grounds

One Town Hall Plaza • Clifton Park, New York 12065 • (518) 371-6651 Ext. 251 • Fax: (518) 371-1136

The Town of Clifton Park, through the Buildings & Grounds Department, seeks sealed bids from qualified entities for uniform service for town employees located in Clifton Park, NY, 12065.

This specification shall describe the minimum acceptable standards to provide uniform rental for the Town of Clifton Park Buildings & Grounds Department. The successful vendor will be supplying approximately 23+ employees with twenty-six (26) shirts, eleven (11) pants, two (2) jackets, three (3) coveralls and laundry service. Also, the successful vendor shall supply mats and red mechanics rags for multiple sites in The Town of Clifton Park.

Vendors must issue BRAND NEW uniforms.

Each employee shall be individually fitted by a representative of the successful vendor who shall guarantee the correct fitting and adjust as necessary. New employees shall be fitted within a seven-day period. Soil lockers shall be provided.

All uniform items shall be cleaned and delivered on hangers on a weekly basis.

Replacement of all garments, as needed, due to normal wear and tear at no charge.

All size exchanges at no charge.

Repair all garments using a repair tag system at no charge.

All alterations at no charge.

Replace uniform shortage within twenty-four (24) hours.

All shirts and jackets will have individual names on them. Names on the right side and Town of Clifton Park Buildings & Grounds on the left side. Patches shall be color matching and heat sealed to garment, not sewn on.

Prices shall be on a per person, per week basis.

The agreement shall be for 36 months running from January 1, 2027, through December 31, 2029.

WORK SHIRTS:

Each employee:

- 10 each - long sleeve tee shirts – cotton blend w/ printed logo
- 10 each - short sleeve tee shirts – cotton blend w/ printed logo
- 6 each - button up shirts – either short or long sleeve or combo

WORK PANTS:

Each employee:

- 11 each - Relaxed fit 5-pocket denim work jeans OR “rip-stop” type cargo pants

JACKETS/COVERALLS:

Each employee:

- 1 each - softshell bomber style jacket with stretch fabric.
- 1 each – Winter washed duck style coat.
- 3 each - coveralls

Specifications are available in the Town Clerk’s Office, One Town Hall Plaza, Clifton Park, NY 12065 or by emailing Town Clerk Caitlin Fantini at cfantini@cliftonpark.org

Please use attached bid form

Sealed bids must be received at the Town Clerk’s Office at One Town Hall Plaza, Clifton Park, NY, 12065, by 2:00 PM on Thursday October 1, 2026, at which time bids will be opened. Please identify your bid as “Uniforms”.

The Town requires proof of Liability Insurance with One Million Dollars, naming the Town as an additional insured, as well as appropriate Workers Compensation Insurance and automobile insurance.

Prevailing wage rate as described by New York State must be paid. The Town of Clifton Park reserves the right to reject any and all quotes.

The Town of Clifton Park reserves the right to require a performance bond of 5% of the bid price.

For information contact Dan Clemens, Director of Buildings, Parks, and Recreation at dclemens@cliftonpark.org 518-371-6651 ext. 248.



RESOLUTION

#12

PHILIP C. BARRETT
Supervisor

•

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

•

MARIO L. FANTINI
Councilman

Resolution No. of 2026, a resolution to authorize paving of the parking lot of Kinns Road Park.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks, and Recreation, advertised for sealed bids for the grading and paving of the parking lot and driveway at Kinns Road Park, Clifton Park, NY, and

WHEREAS, sealed bids were opened on September 29, 2026, and J. Dunn Group, Waterford, NY, submitted the low bid of \$30,443.30 for the prep, grading and paving of approximately 11,200 square feet of parking area at Kinns Road Park, and

WHEREAS, Mr. Clemens recommends awarding the bid to J. Dunn Group, as lowest responsible bidder; now, therefore, be it

RESOLVED, that the Director of Buildings, Parks, and Recreation is authorized to accept the bid from J. Dunn Group, in an amount not to exceed \$30,444, for the paving of the parking lot of Kinns Road Park, to be paid from A-7111-200 (General Fund – Kinns Road Park – Equipment).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, October 7, 2026 2:11 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; Christine Pagnello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #3509
Attachments: fe45c64f26f60527_Kinns_Road_Park_-_pave_parking_lot_res_packet_10.7.26.pdf

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

Department: Buildings & Grounds

Your Name: Daniel Clemens

Your Email: dclemens@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 10/20/2026 ✓

Board Meeting Date: 10/20/2026 ✓

Alternate Date: 11/04/2026

Budget Number: A-7111-200

Budget Description: General Fund - Kinns Road Park - Equipment

Amount: \$30,444

Brief Description: Accept the bid from J. Dunn Group for \$30,444.00 to pave the parking lot of Kinns Road Park.

Additional Comments/Details: Budget has \$45k for this project

Supporting Documents:

[fe45c64f26f60527_Kinns_Road_Park_-_pave_parking_lot_res_packet_10.7.26.pdf](#)

Agree to Terms: Agree

[unsubscribe](#)

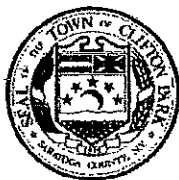
Kinns Road Park Paving 9/29/26 BID 9/29/26 @ 2pm

COMPANY NAME	Total Bid Amount
Upstate Companies LLC	\$120,000
RMMI LLC	\$75,550
HMA Contracting Corp	\$44,760
Carver Construction	\$49,174
J Dunn Group	\$30,443.30

*

BUDGET

\$45K



Town of Clifton Park

Buildings & Grounds

One Town Hall Plaza • Clifton Park, New York 12065 • (518) 371-6651 Ext. 251 • Fax: (518) 371-1136

BID FORM

Date: 09/29/26

Company Name: J Dunn Group, LLC

Bid Name: Kinns Road Park Paving

Lump Sum Bid amount: \$30,443.30

Name/Title: Jeff Dunn

Signature: 

Client#: 40142

JDUNN

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Amsure 31 Woodlawn Avenue PO Box 336 Saratoga Springs, NY 12866		CONTACT NAME: Christen Feeney PHONE (A/C, No, Ext): 518-584-5300 FAX (A/C, No): 518-584-7306 E-MAIL ADDRESS: cfeeney@amsureins.com															
INSURED J Dunn Group LLC 518 Hudson River Rd Waterford, NY 12188		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Co. of America</td> <td>25666</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Insurance Co.	25615	INSURER B: Travelers Indemnity Company	25658	INSURER C: Travelers Indemnity Co. of America	25666	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	X	X	4TCOC5465522COF26	04/01/2026	04/01/2027	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	X	810C54641562626G	04/01/2026	04/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ RETENTION \$10000 ☐ OCCLR ☐ CLAIMS-MADE	X	X	CUPC54675152626	04/01/2026	04/01/2027	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB00C5465349	04/01/2026	04/01/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Leased/Rented Equipment			4TCOC5465522COF26	04/01/2026	04/01/2027	\$400,000 \$1,000 Deductible

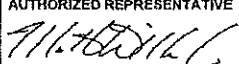
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured/Waiver of Subrogation coverage shown above (and marked with an X) apply only when such coverage is required by written contract signed by the insured prior to a loss.

Town of Clifton Park is listed as additional insured with respect to general liability as required by written contract and executed prior to a loss.

CERTIFICATE HOLDER

CANCELLATION

Town of Clifton Park One Town Hall Plaza Clifton Park, NY 12065	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Workers'
Compensation
Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) J Dunn Group LLC 518 Hudson River Road Waterford, NY 12188 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 518-323-5021 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 26-4615517
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Clifton Park One Town Hall Plaza Clifton Park, NY 12065	3a. Name of Insurance Carrier Selective Insurance Company of America 3b. Policy Number of Entity Listed in Box "1a" WC9098350 3c. Policy effective period 04/01/2026 to 04/01/2027 3d. The Proprietor, Partners or Executive Officers are ☐ included. (Only check box if all partners/officers included) ☒ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy**). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Matthew D'Abate
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  07/22/2026
(Signature) (Date)

Title: President, Amsure

Telephone Number of authorized representative or licensed agent of insurance carrier: (518)584-5300

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are **NOT** authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



Town of Clifton Park

Buildings & Grounds

One Town Hall Plaza • Clifton Park, New York 12065 • (518) 371-6651 Ext. 251 • Fax: (518) 371-1136

The Town of Clifton Park, through the Buildings & Grounds Department, seeks sealed bids from qualified entities for grading and paving the parking lot and driveway at Kinns Road Park, Clifton Park, NY, 12065.

Scope of work is as follows but not limited to:

Prep and grade existing sub base adding material as needed and compact for new parking area and paths – approximately 11,200 square feet. Supply and install 3-inches of type #6 compacted asphalt.

Basic drawings and drainage plan attached.

Job is to be completed in 2026.

Dispose of all waste properly.

Specifications are available in the Town Clerk's Office, One Town Hall Plaza, Clifton Park, NY 12065 or by emailing Town Clerk Caitlin Fantini at cfantini@cliftonpark.org

Please use attached bid form

Sealed bids must be received at the Town Clerk's Office at One Town Hall Plaza, Clifton Park, NY, 12065, by 2:00 PM on Tuesday September 29, 2026, at which time bids will be opened. Please identify your bid as "Kinns Road Park Paving".

The Town requires proof of Liability Insurance with One Million Dollars, naming the Town as an additional insured, as well as appropriate Workers Compensation Insurance and automobile insurance.

Prevailing wage rate as described by New York State must be paid. The Town of Clifton Park reserves the right to reject any and all quotes.

The Town of Clifton Park reserves the right to require a performance bond of 5% of the bid price.

For an appointment to do a site visit, please contact Stacie Agostino at sagostino@cliftonpark.org or 518-371-6651 ext. 251.



Town of Clifton Park

Buildings & Grounds

One Town Hall Plaza • Clifton Park, New York 12065 • (518) 371-6651 Ext. 251 • Fax: (518) 371-1136

BID FORM

Date: September 29th, 2026

Company Name: HMA Contracting Corporation

Bid Name: Kinns Road Park Paving

Lump Sum Bid amount: \$44,760.00

Name/Title: Kyle Shader, Vice President

Signature: *Kyle Shader*

Client#: 13422

HMACON1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Amsure 31 Woodlawn Avenue PO Box 336 Saratoga Springs, NY 12866	CONTACT NAME: Allison M. Batchter, CISR, CRIS PHONE (A/C, No, Ext): 518 584-5300 FAX (A/C, No): 5185847306 E-MAIL ADDRESS: abatchter@amsureins.com
INSURED HMA Contracting Corp 535 Brickyard Rd PO Box 151 Mechanicville, NY 12118	INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Company of New York NAIC # 13730 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☒ X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	X	S2091451	01/01/2026	01/01/2027	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY		S2091451	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10000		S2091451	01/01/2026	01/01/2027	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Installation Fltr Leased/Rent Equip		S2091451 S2091451	01/01/2026 01/01/2026	01/01/2027 01/01/2027	1,200,000 Job Site Any (1) Item \$500,000 \$1,000,000 Total Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Kinns Road Park, Clifton Park, NY 12065

Town of Clifton Park is provided additional Insured status with regards to general liability when required by written contract and executed prior to a loss.

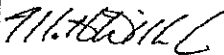
CERTIFICATE HOLDER

CANCELLATION

Town of Clifton Park
Building & Grounds One Town Hall
Plaza
Clifton Park, NY 12065

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00NY 04 25

SUMMARY OF COVERAGES (including Index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION

PAGE FOUND

Additional Insureds — Primary and Non-Contributory Provision

Page 8

Blanket Additional Insureds — As Required By Contract

Page 5

- Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors)
- Lessors of Leased Equipment
- Managers or Lessors of Premises
- Mortgagees, Assignees and Receivers
- Any Other person or organization other than a joint venture
- Grantors of Permits

Broad Form Vendors Coverage

Page 7

Damage To Premises Rented To You (Including Fire, Lightning or Explosion)

Page 3

Electronic Data Liability (\$100,000)

Page 4

Employee Definition Amended

Page 9

Employees As Insureds Modified

Page 5

Incidental Malpractice Exclusion modified

Page 8

Knowledge of Occurrence, Claim, Suit or Loss

Page 8

Liberalization Clause

Page 8

Newly Formed or Acquired Organizations

Page 5

Non-Owned Aircraft

Page 3

Non-Owned Watercraft (under 60 feet)

Page 3

Not-for-profit Members — as additional insureds

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When Two or More Coverage Parts of this Policy Apply to a Loss

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00NY 04 25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, the coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Non-Owned Aircraft, Auto or Watercraft

- A. Paragraph (2) of Exclusion g. Aircraft, Auto Or Watercraft under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, 2. Exclusions is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

(a) Less than 26 feet long and not being used to carry persons or property for a charge; or

(b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. Other Insurance, b. Excess Insurance under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

- B. The following is added to Exclusion g. Aircraft, Auto Or Watercraft under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, 2. Exclusions:

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. Other Insurance, b. Excess Insurance under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

- A. The last paragraph of Paragraph 2. Exclusions under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE**.

- B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Electronic Data** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of:

- (1) "Bodily injury"; or
- (2) Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that results from physical injury to tangible property.

The exception in the paragraph above does not apply to claims for damages because of "bodily injury", "property damage", notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE**:

Subject to the Each Occurrence Limit in Paragraph 5., the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sublimit of \$100,000

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS**, 2. **Exclusions** is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS**, 2. **Exclusions** is deleted in its entirety and replaced with the following:

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**SECTION II — WHO IS AN INSURED — Amendments
Not-for-Profit Organization Members**

The following paragraph is added to **SECTION II — WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2.e. Employer's Liability under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply but only for the benefit of the co-"employee" described above.

This provision does not apply to any claims covered under Worker's Compensation insurance.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period,

whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph 4. Other Insurance, Subparagraph b. Excess Insurance:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged).

Blanket Additional Insureds — As Required By Contract

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:
 1. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**
 - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

In the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receiver-ship ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

- (2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2.b. through 2.d., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverage afforded to the additional insureds in this coverage extension:

- 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
- 2. Only applies to the extent permitted by law; and
- 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

SECTION V — DEFINITIONS

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS**:

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

20000FS 2091451 488



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier	
1a. Legal Name & Address of Insured (use street address only) HMA CONTRACTING CORP 535 BRICKYARD ROAD MECHANICVILLE, NY 12118 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 1c. Federal Employer Identification Number or Social Security Number 141769401
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Clifton Park Building & Grounds One Town Hall Plaza Clifton Park, NY 12065	3a. Name of Insurance Carrier HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY 3b. Policy Number of Entity Listed in Box 1a LNY329455002 3c. Policy effective period 07-01-2026 to 06-30-2027
4. Policy provides the following benefits: ☒ A. Both disability and Paid Family Leave benefits. ☐ B. Disability benefits only. ☐ C. Paid Family Leave benefits only. 5. Policy covers: ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law. ☐ B. Only the following class or classes of employer's employees: 	
Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave benefits insurance coverage as described above.	
Date Signed 09-22-2026	By <i>Elizabeth Tello</i> (Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)
Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO - ASSISTANT DIRECTOR, STATUTORY SERVICES	
IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.	
PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)	
State of New York Workers' Compensation Board According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.	
Date Signed	By (Signature of Authorized NYS Workers' Compensation Board Employee)
Telephone Number	Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 141769401
LOVELL SAFETY MGMT CO., LLC
22 CORTLANDT STREET 33RD FLR
NEW YORK NY 10007



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER HMA CONTRACTING CORP P.O. BOX 151 MECHANICVILLE NY 12118		CERTIFICATE HOLDER TOWN OF CLIFTON PARK BUILDING & GROUNDS ONE TOWN HALL PLAZA CLIFTON PARK NY 12065	
POLICY NUMBER Z2060 423-7	CERTIFICATE NUMBER 707267	POLICY PERIOD 04/01/2026 TO 04/01/2027	DATE 9/22/2026

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2060 423-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS. THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 450832786



HMA Contracting Corp.
PO Box 151
Mechanicville, New York 12118

Hello,

Enclosed is your **Certificate of Contractor Registration**. Please keep this document as proof of your registration.

This Certificate is valid for two (2) years, unless revoked or suspended.

If you bid or commence work on a public work project or covered private project without being properly registered, you may be subject to a civil penalty and denial of your registration application pursuant to NYS LL § 220-I(8).

If your registration or a subcontractor's registration lapses while performing contracted work on a covered project, the work for that project may be completed.

If you are determined unfit and your certificate is revoked or suspended, then a monitor approved by the Commissioner must be appointed to oversee the completion of the work at your expense.

If your certificate is to be suspended or revoked for any reason, you will receive a notice and an opportunity to contest at a hearing prior to the suspension or revocation taking effect.

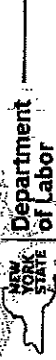
Please note that any subcontractors or independent contractors you hire to work on a public work or covered private construction project must obtain their own Certificate of Contractor Registration to perform such work.

If you allow a subcontractor or independent contractor to perform work on a public work or covered private project without being properly registered, you and the other contractor may be subject to a civil penalty and revocation/suspension/denial of your registration pursuant to NYS LL § 220-I(8).

Any project where work is performed in violation of Contractor Registration requirements, or any provisions of NYS Labor Law Article 8, is subject to the issuance of a Stop Work Order, pursuant to NYS LL § 224-B.

Shaun McCready
Director of Public Work &
Prevailing Wage Enforcement

WE ARE YOUR DOL



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and

Covered Private Construction Projects in the State of New York,
Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

HMA Contracting Corp.

DBA: HMA Paving and Contracting

535 Brickyard Road

Schaghticoke, New York 12154

Phone Number: 5186641014

Registration Number: 24-63AVU-CR

Date of Issue: 2024-11-21

Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon
Commissioner
New York State Department of
Labor



Town of Clifton Park Buildings & Grounds

One Town Hall Plaza • Clifton Park, New York 12065 • (518) 371-6651 Ext. 251 • Fax: (518) 371-1136

The Town of Clifton Park, through the Buildings & Grounds Department, seeks sealed bids from qualified entities for grading and paving the parking lot and driveway at Kinns Road Park, Clifton Park, NY, 12065.

Scope of work is as follows but not limited to:

Prep and grade existing sub base adding material as needed and compact for new parking area and paths – approximately 11,200 square feet. Supply and install 3-inches of type #6 compacted asphalt.

Basic drawings and drainage plan attached.

Job is to be completed in 2026.

Dispose of all waste properly.

Specifications are available in the Town Clerk's Office, One Town Hall Plaza, Clifton Park, NY 12065 or by emailing Town Clerk Caitlin Fantini at cfantini@cliftonpark.org

Please use attached bid form

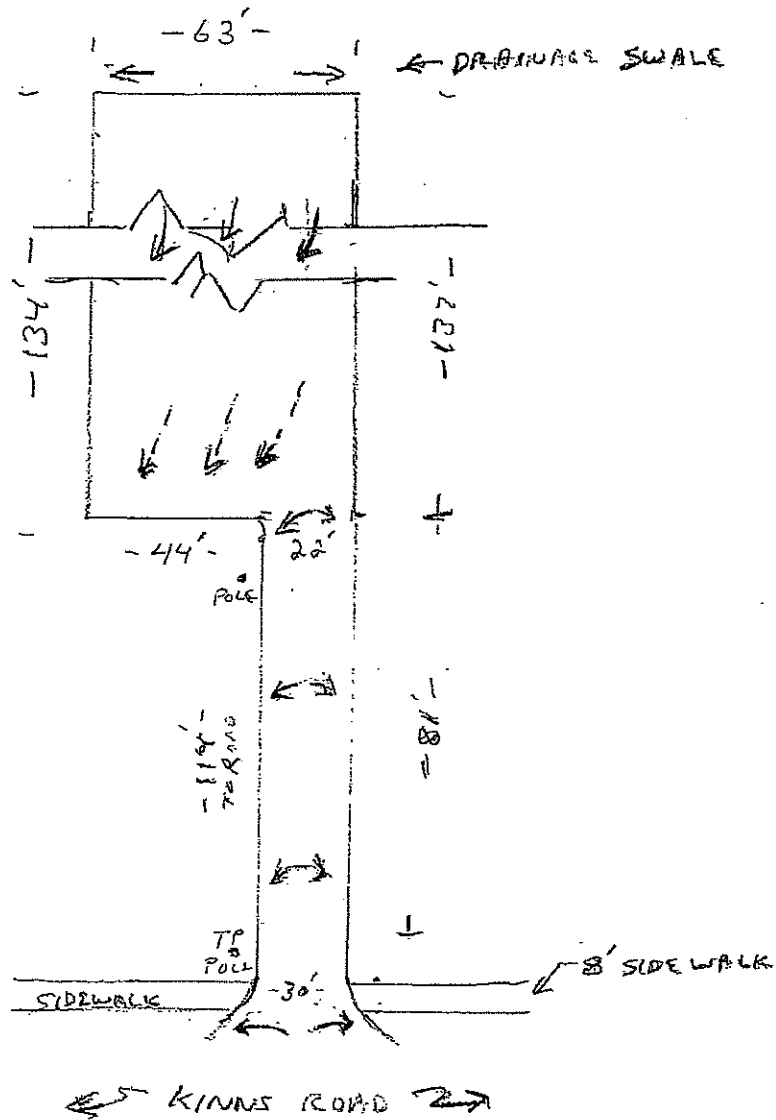
Sealed bids must be received at the Town Clerk's Office at One Town Hall Plaza, Clifton Park, NY, 12065, by 2:00 PM on Tuesday September 29, 2026, at which time bids will be opened. Please identify your bid as "Kinns Road Park Paving".

The Town requires proof of Liability Insurance with One Million Dollars, naming the Town as an additional insured, as well as appropriate Workers Compensation Insurance and automobile insurance.

Prevailing wage rate as described by New York State must be paid. The Town of Clifton Park reserves the right to reject any and all quotes.

The Town of Clifton Park reserves the right to require a performance bond of 5% of the bid price.

For an appointment to do a site visit, please contact Stacie Agostino at sagostino@cliftonpark.org or 518-371-6651 ext. 251.



APPROX:

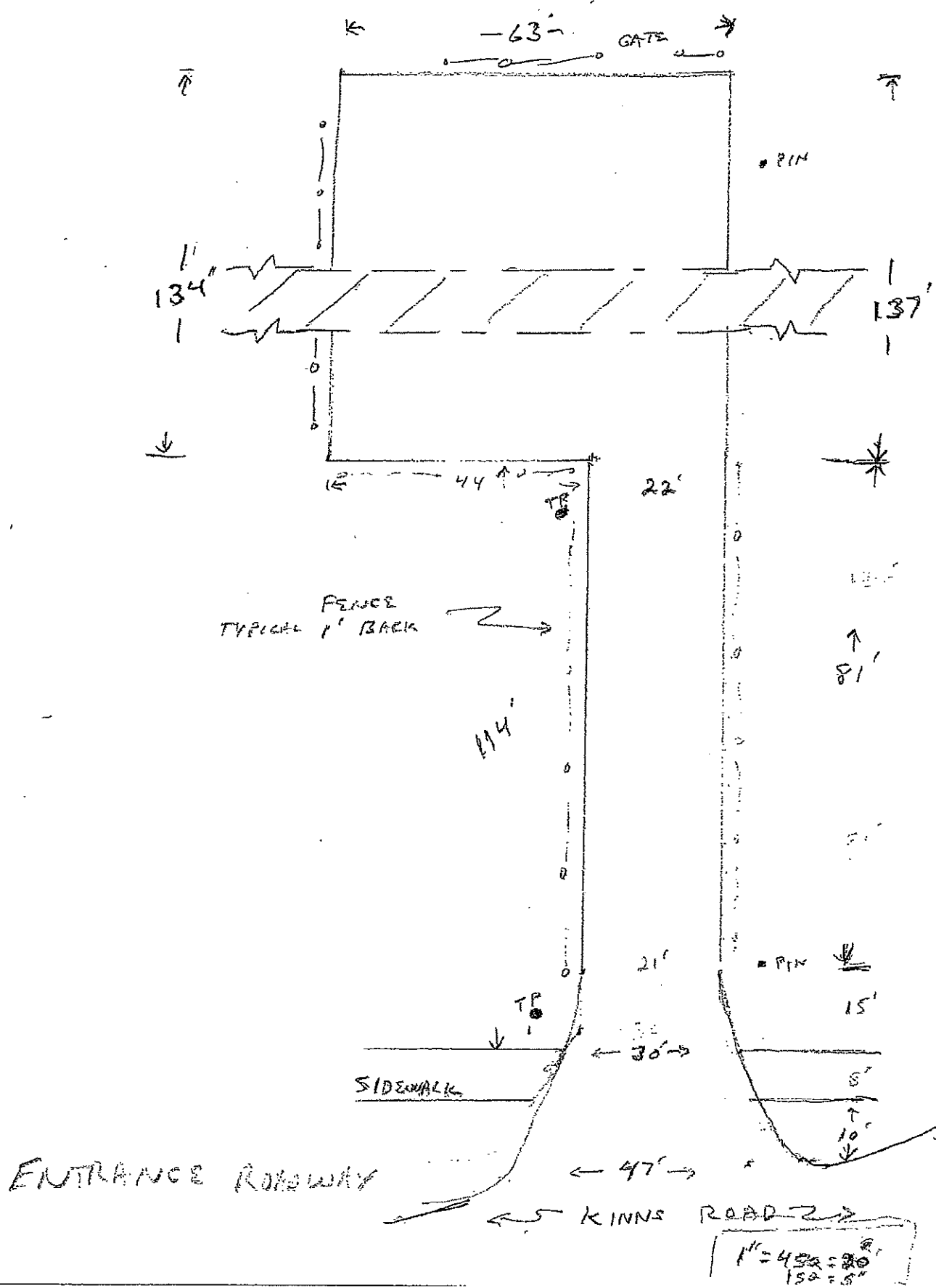
11,160 sq ft
OR 240 x 22

OVERVIEW w/ DRAINAGE (→)

KINNS ROAD PARKING LOT

OVERVIEW + DRAINAGE

1" = 40' OR 150' = 10'







RESOLUTION

#13

PHILIP C. BARRETT
Supervisor

•

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

•

MARIO L. FANTINI
Councilman

Resolution No. _____ of 2026, a resolution authorizing the purchase of three (3) Toro 52-inch Grandstand HD+ Turbo Force mowers from Grassland Equipment under Sourcewell Contract.

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

WHEREAS, Director of Buildings, Parks & Recreation, Daniel Clemens, has requested authorization to purchase three (3) Toro 52-inch Grandstand HD+ Turbo Force mowers for the department, and

WHEREAS, Grassland Equipment, Latham, NY, has the mowers, per the attached quote, at a total cost not to exceed \$32,702, for purchase under Sourcewell Contract #112624-TTC, and

WHEREAS, Mr. Clemens has recommended the equipment be purchased from Grassland Equipment, Latham, NY, pursuant to the Sourcewell Contract identified above; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the Director of Buildings, Parks & Recreation to purchase three (3) 52-inch Grandstand HD+ Turbo Force mowers from Grassland Equipment, Latham, NY, under Sourcewell Contract #112624-TTC, to be paid in a total amount not to exceed \$32,702, from A-7110-200 (General Fund – Buildings & Grounds - Equipment).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, October 7, 2026 2:20 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #3510
Attachments: 63543d07f56b9952_52-inch_Grandstand_mowers_res_packet_10.7.26.pdf

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

Department: Buildings & Grounds

Your Name: Daniel Clemens

Your Email: dclemens@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 10/20/2026 ✓

Board Meeting Date: 10/20/2026 ✓

Alternate Date: 11/04/2026

Budget Number: A-7110-200

Budget Description: General Fund - Buildings & Grounds - Equipment

Amount: \$32,702

Brief Description: Purchase three (3) Toro 52-inch Grandstand HD+ Turbo Force mowers from Grassland Equipment under Sourcewell Contract # 112624-TTC

Additional Comments/Details: One of these will be going in each of our new enclosed trailers to be used all around town by our property maintenance crew

Supporting Documents:

[63543d07f56b9952_52-inch_Grandstand_mowers_res_packet_10.7.26.pdf](#)

Agree to Terms: Agree

[unsubscribe](#)



Count on it.



4536 Morgan Place
Liverpool, New York
Phone: 1-315-457-0181
Parts Fax: 1-800-950-4342
Office Fax: 1-315-457-0312

892-898 Troy Schenectady Rd
Latham, New York
Phone: 1-518-785-5841
Parts Fax: 1-800-950-4342
Office Fax: 1-518-785-5740

QMS Quote #	
Date:	30-Sep-26
Inquiry Date:	
Prices Subject to Change	Quote Expires in 30 Days
Estimated Delivery:	Varies by Product
Terms:	
Shipped Via:	Truck
Height of Cut:	
Purchase Order #	
Ship to Zip Code	

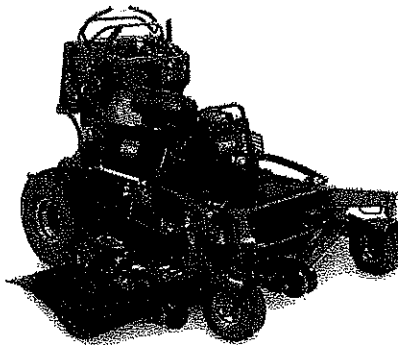
To: Customer Name: Town of Clifton Park
Address:
City State Zip Clifton Park, NY
Attn: Dan Clemens
Phone:
Email Contact: dclemens@cliftonpark.org

In Response to your inquiry, we submit the following Quotation;
Purchase Orders should list the Vendor as Grassland Equipment & Irrigation Corp.

Salesman	Brett Belden
Cell Phone	518-957-9870
Email	bbelden@grasslandcorp.com

Sourcewell Contract #112624-TTC

Qty	Model Number	Description	2026 Sugg. Retail Price	Contract Price	Extension
3	72507	52" GRANDSTAND HD+ TURBO FORCE Deck 35 HP Kawasaki FX	\$14,221.00	\$10,381.33	\$31,143.99



*Snowblow

1 101-SETUP Commercial Set Up \$ 1,557.20 \$ 1,557.20 \$1,557.20

NOTES		TOTALS	
Delivery Contact Name		Equipment Total @ MSRP	\$42,663.00
Delivery Contact Phone Number		Discount	(\$11,519.01)
Due to the global supply chain, lead times may be substantially longer than normal. Grassland will strive to deliver products in a timely manner, but cannot guarantee lead times. Product pricing for this quote is based off of current manufactures list pricing, which may change prior to delivery. Grassland agrees to maintain the quoted discount percentages in the event MSRP increases. You will be notified of any price changes prior to delivery and may cancel the order without penalty at that time.		Total Equipment	\$31,143.99
		Toro Protection Plus	\$ -
		Trade Ins	\$ -
		Set Up	\$ 1,557.20
		Total	\$32,701.19
Customer Acceptance	Date:		\$32,701.19

A-7110-200



RESOLUTION

#14

PHILIP C. BARRETT
Supervisor

•

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

•

MARIO L. FANTINI
Councilman

Resolution No. _____ of 2026, a resolution authorizing the purchase of three (3) Billy Goat P2000 Stand-on Blowers from All Seasons Equipment, Inc. for use by the Buildings & Grounds Department.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks, & Recreation, has requested authorization to purchase three (3) stand-on leaf blowers for use throughout Town, and

WHEREAS, Mr. Clemens has obtained quotes from three vendors, and recommends purchasing the three (3) Billy Goat stand-on blowers from All Seasons Equipment, Inc., 60 Freemans Bridge Road, Scotia, NY, based on their low quote of \$23,943; now, therefore, be it

RESOLVED, that the Town Board authorizes the Department of Buildings & Grounds to purchase three (3) Billy Goat P2000 Blowers from All Seasons Equipment, Scotia, NY, for a price not to exceed \$23,943, to be paid from A-7110-200 (General Fund – Buildings & Grounds – Equipment).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, October 13, 2026 9:04 AM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #3514
Attachments: 8e8972ccfcc660f3_three_Billy_Goat_P2000_stand_on_blowers_res_packet_10.13.26.pdf

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

Department: Buildings & Grounds
Your Name: Daniel Clemens
Your Email: dclemens@cliftonpark.org
Sponsor: P. Barrett
Agenda Session Date: 10/20/2026 ✓
Board Meeting Date: 10/20/2026 ✓
Alternate Date: 11/04/2026
Budget Number: A-7110-200
Budget Description: General Fund - Buildings & Grounds - Equipment
Amount: \$23,942.00
Brief Description: Purchase three (3) Billy Goat P2000 stand on blowers from All Seasons Equipment Inc.
Additional Comments/Details: Request same night meeting - timeliness

These are a smaller more compact version of the Hurricane blower we use. They will fit one each in our property maintenance trailers.

Supporting Documents:

[8e8972ccfcc660f3_three_Billy_Goat_P2000_stand_on_blowers_res_packet_10.13.26.pdf](#)

Agree to Terms: Agree

[unsubscribe](#)

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: October 9, 2026

Description: three (3) Billy Goat P2000 stand on blowers

Vendor #1: All Seasons Equipment Inc. - \$23,943.00 ✱

Vendor #2: United Ag & Turf - \$29,997.00

Vendor #3: Emerich Sales - \$29,399.97

Vendor #4:

Vendor #5:

Vendor #6:

Comments: One blower in each enclosed trailer for daily use.

Decision: All Seasons Equipment Inc. - \$23,943.00

A - 7110 - 200



60 Freemans Bridge Road, Scotia, New York 12302
Phone (518) 372-5611 • Fax (518) 372-1232
allseasonsequip@aol.com • www.allseasonsequipinc.com

Memo/Fax

Page 1 of 1

To: Clifton Park
Ezeller @ CliftonPark.org (518-912-53493)
Date: 10/9/2020
PO/Reference

Quote:

3. P2000 - Snoce Vanguard Stand on blower.

10299.99 → less 23% 7931.00/each
labor/assembly 50.00/each

x 3 = \$23,793
x 3 = \$150

Att: X3002 - 629cc Vanguard, Stand on blower
13199.99 → 23% 10164.00/each
Labor/Assembly 50.00/each

TOTAL = \$25,943

Duane Leach

**Prepared For**

TOWN OF CLIFTON PARK
1 TOWN HALL PLZ
CLIFTON PARK, NY 120653610
(518) 371-7310
DCLEMENS@CLIFTONPARK.ORG

Prepared By

Paul Finnerty
United Ag & Turf
20 Deere Lane
CLIFTON PARK, NY 12065
paul.finnerty@uatne.com

Quote Id 2762848

Creation Date 06-Oct-2026

Expiration Date 13-Oct-2026

Quote Summary

Equipment Summary	Selling Price	QTY In Group	Extended
BILLY GOAT / LESCO P2000 Mowing	\$9,999.00	1	\$9,999.00
BILLY GOAT / LESCO P2000 Mowing	\$9,999.00	1	\$9,999.00
BILLY GOAT / LESCO P2000 Mowing	\$9,999.00	1	\$9,999.00

Equipment Total			\$29,997.00
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Quote Summary

Total Selling Price	\$29,997.00
Sub-total	\$29,997.00
Balance Due	\$29,997.00

Salesperson : X _____

Accepted By : X _____

Dan Clemens

From: Ray Zeller
Sent: Friday, October 9, 2026 1:44 PM
To: Dan Clemens
Subject: Fw: Billygoat p2000 blowers

From: jacob@emerichsales.com <jacob@emerichsales.com>
Sent: Friday, October 9, 2026 1:06 PM
To: Ray Zeller <rzeller@cliftonpark.org>
Subject: Billygoat p2000 blowers

Hey Ray,

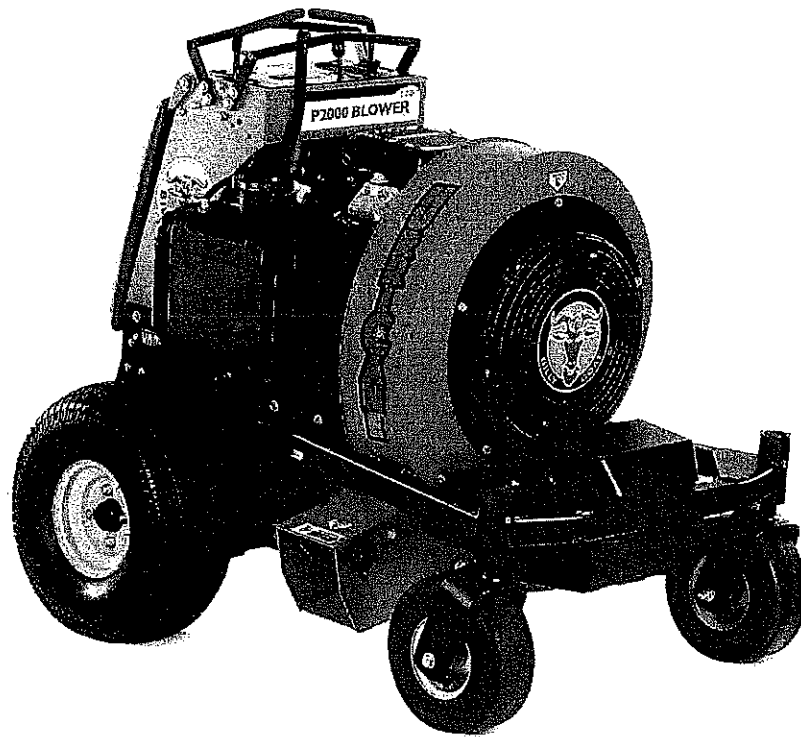
Pending availability, the price on the Billy goat p2000 blowers would be 9799.99 each if you purchase 3. If you purchase 3 you also don't have to pay freight.

$3 \times 9799.99 = \$29,399.97$

Let me know if you have any questions or want to move forward.

Thanks-Jacob

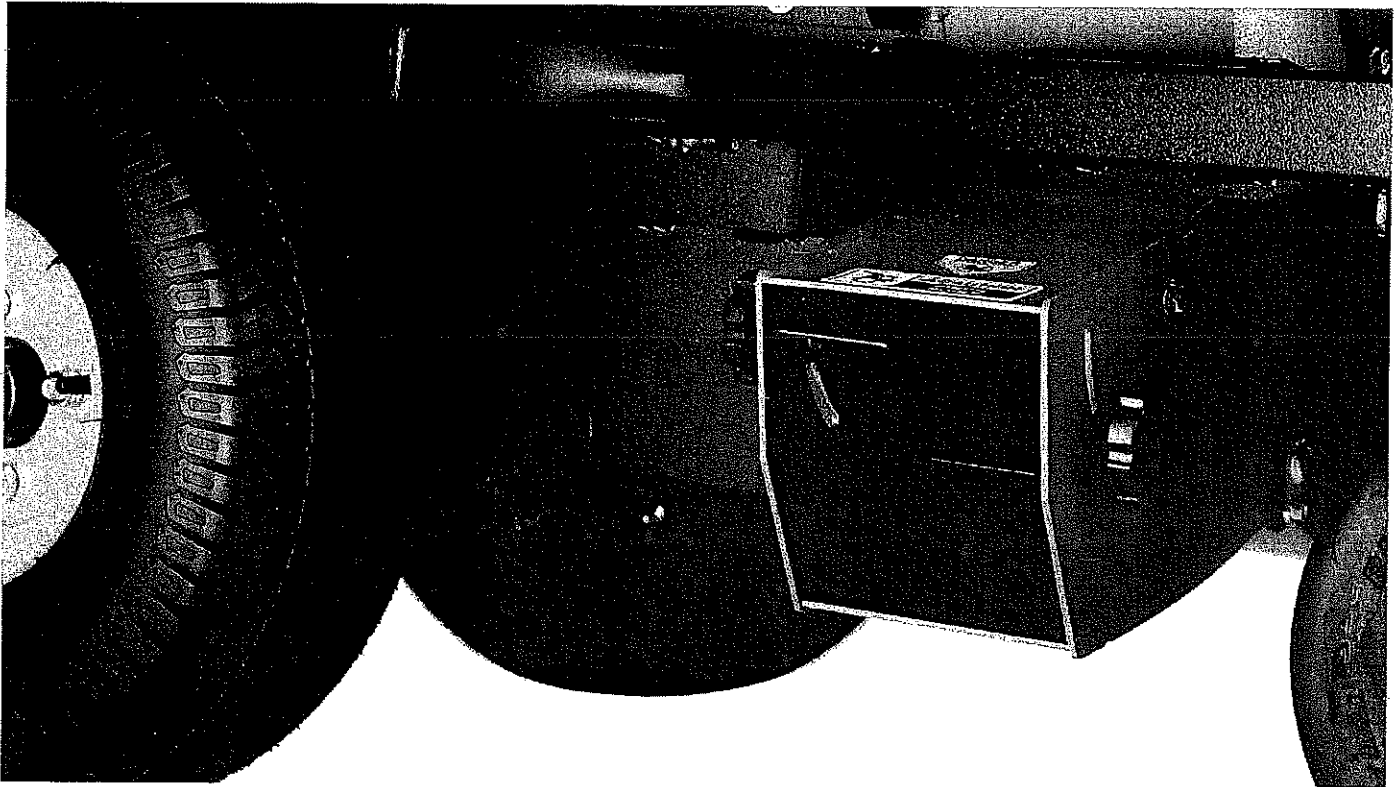
Select Region: North America



P2000 Hurricane[™] Zero Turn Stand On Blower

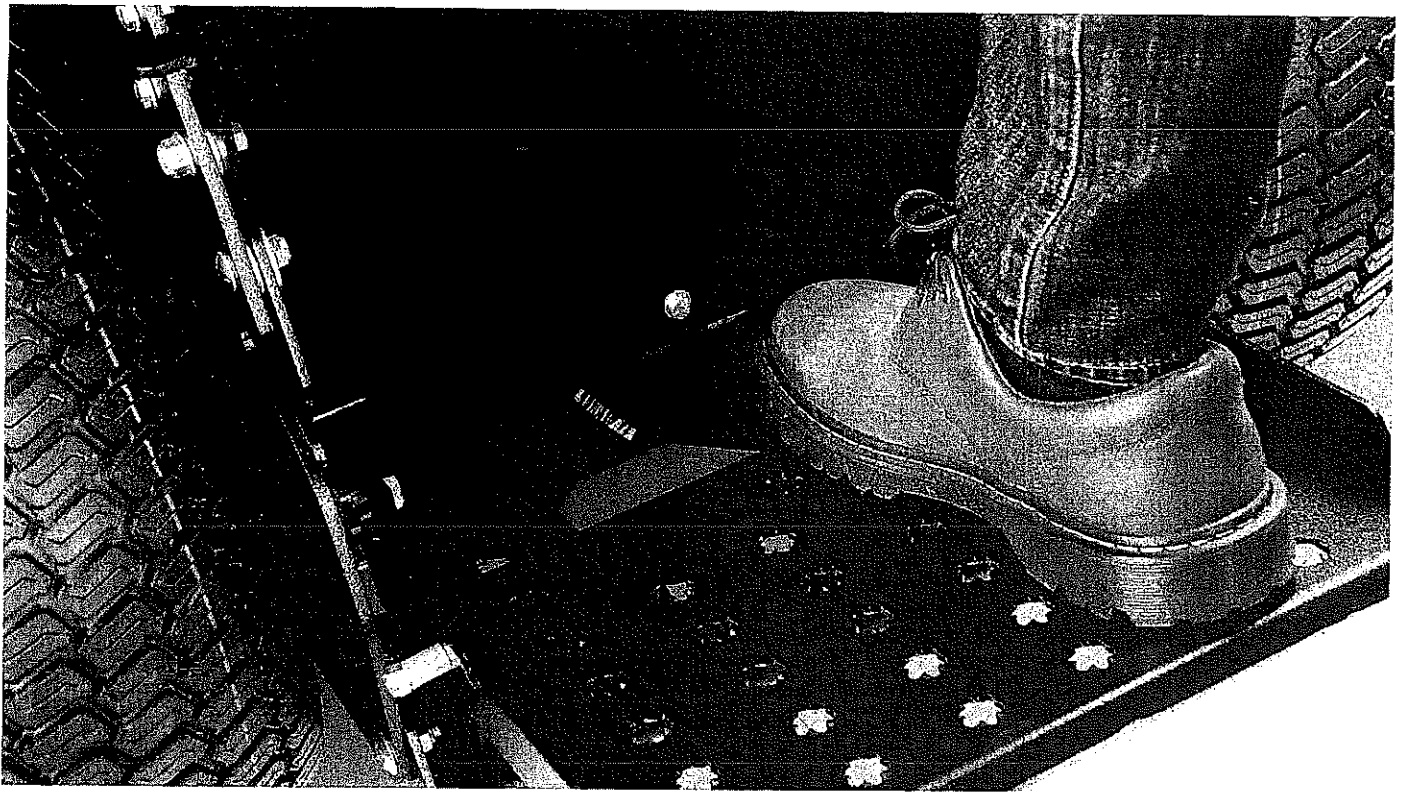
Completing the Hurricane[™] portfolio is our feature-rich Hurricane P2000. This compact version boasts fast, low-fatigue, and high productivity for virtually any application. Our patented Dual Deflector Air Flow System[™] and undercut is manually adjustable on both the left and right for directing the twin air columns at the best angle for the most efficient cleaning. A convenient foot pedal allows the operator to quickly transition air output from the left to the right side when turning. The unit easily fits thru a 36" gate and makes quick work of any mid-sized clean up challenge on turf or hard surface.

Features



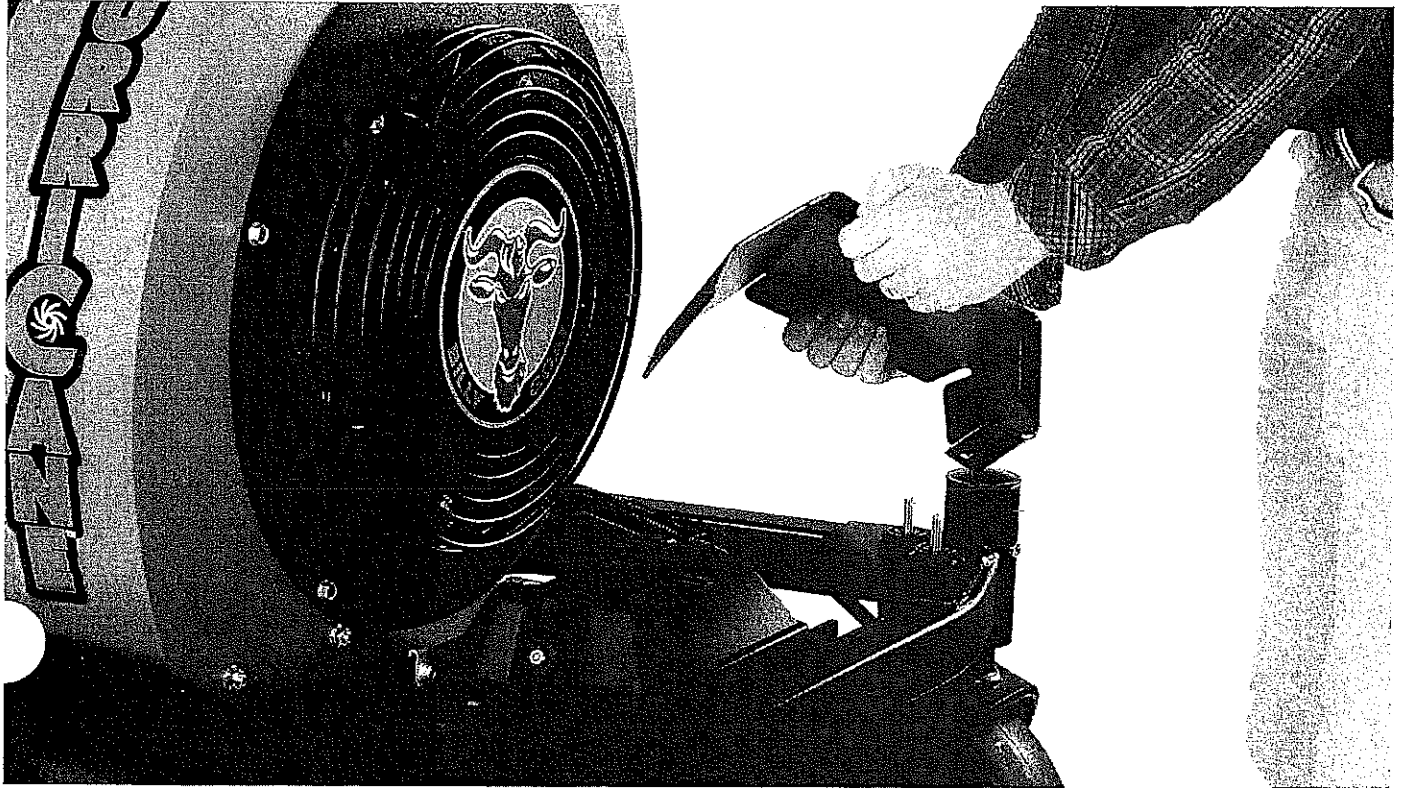
PATENTED DUAL DEFLECTOR AIR FLOW SYSTEM™

Adjustable twin columns of air adjust manually on both left and right for maximum cleaning efficiency and minimum blow back. Packs a punch of 3,500 cfm from either left or right discharge.



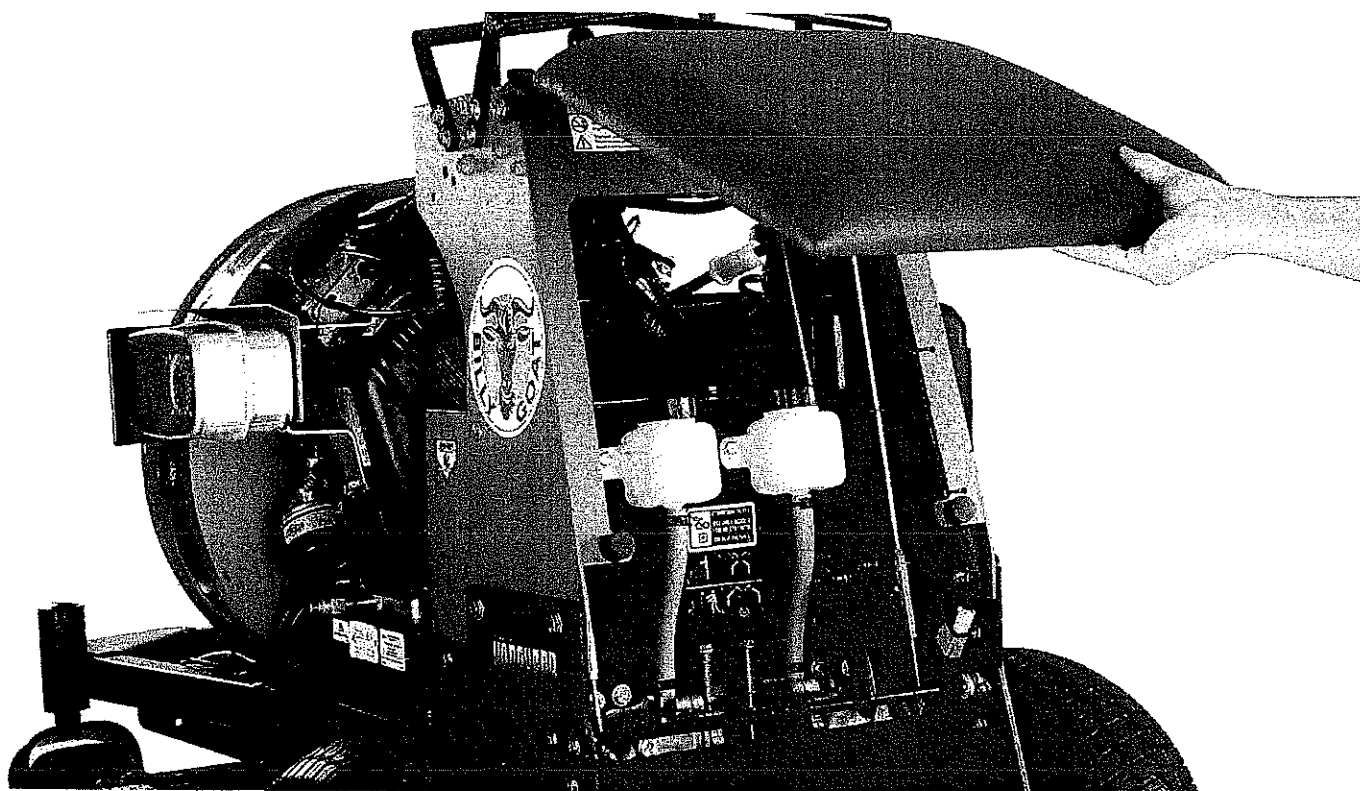
PATENT PENDING DUAL DISCHARGE CONTROL & ERGONOMIC OPERATOR PLATFORM

The foot pedal offers a quick and easy transition from left to right blowing. The platform provides suspension for comfortable ride and non-skid surface for ease of operation.



EASY BATTERY ACCESS

Offers easy access to the battery by removing the cover.



EASY INTERNAL ACCESS

Easy access to the internal parts of the machine by lifting the thigh pad.

Specifications

	P2000
Engine Displacement (cc)	570
Engine Brand	Vanguard V-Twin
Starter Type	Electric
Drive	Hydro-Drive
Transmission	Twin HYDRO-GEAR® 3100 IZTs
Air Velocity (MPH)	150+

CFM	3,500
Weight	664 lbs (301.18 kg)
Length	59" (149.86 cm)
Width	35.5" (90.17 cm)
Height	47" (119.38 cm)
Travel Speed	8 MPH
Fuel Tank Capacity (gal)	8 gal.
Fuel Type	Regular, unleaded gasoline
Operator's Manuals	 Illustrated Parts List - English (/manuals/5902011-P2000%7E_IPLURL_LO.pdf)  Installation Manual - English (/manuals/80131555_B_LO.pdf)  Installation Manual - English (/manuals/80131555_B_LO.pdf)  Operator's Manual - English (/manuals/5109819_C_LO.pdf)  Operator's Manual - English (/manuals/5109819_C_LO.pdf)  Operator's Manual - Spanish (/manuals/5110031_C_LO.pdf)  Operator's Manual - Spanish (/manuals/5110031_C_LO.pdf)  Wiring Diagram Schematic - English (/manuals/5109531ACOLOR_A_LO.pdf)  Wiring Diagram Schematic - English (/manuals/5109531ACOLOR_A_LO.pdf)

FINE PRINT

** All power levels are stated gross horsepower at 3600 RPM per SAE J1940 as rated by Briggs & Stratton.

+ See operator's manual or dealer for complete warranty details. Refer to engine operator's manual for engine warranty.

Prices vary by model. We reserve the right to change specifications, features and pricing without notice. " ** Not available in California.

Accessories



RESOLUTION

#15

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 a supplemental agreement with Greenman-Pedersen Inc Engineering (GPI) for the NYS 146/146A Bicycle and Pedestrian Access Improvements Project, Transportation Improvements Project (TIP) Project 1085.48.

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

WHEREAS, by Resolution 82 of 2022, the Town Board authorized the implementation and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriation of funds for the, within the Town of Clifton Park, Saratoga County, P.I.N. 1085.48 ("the Project"), which is eligible for funding under Title 23 U.S. Code, that calls for the apportionment of the costs of such program to be borne at a ratio of 80% federal funds and 20% non-federal funds, and the Town of Clifton Park committed to making a commitment of 100% of the non-federal share of the costs of design; and

WHEREAS, by Resolution 165 of 2022, the Town Board authorized an agreement with GPI for the engineering design phase services for this project, following a solicitation of expressions of interest, and,

WHEREAS, GPI has provided a scope of services for a supplemental agreement dated October 6, 2026 to the Town of Clifton Park, outlining the completing of the design and environmental phases of the Project for an amount not to exceed \$80,000; and to authorize the engineering services for tasks for the Construction Support and Construction Inspection of the Project, in an amount not to exceed \$275,000, for advancing the Project to Construction Phase in 2027, and

WHEREAS, the proposed supplemental engineering services to be provided for this Project would be eligible to be borne following the same apportionment of the costs for the ratio of 80% federal funds and 20% non-federal funds, up to the approved grant amount, which is currently a federal share amount of \$1.0552 million; now, therefore, be it

RESOLVED, that the Town Supervisor is hereby authorized to enter into a Supplemental Architectural/Engineering Consultant Agreement with Greenman-Pedersen, Inc. for a maximum amount, not to exceed \$355,000.00

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, October 14, 2026 10:00 AM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; Christine Pagnello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #3520
Attachments: 62a766b33164e513_Memo_Construction_Phase_108548_10-6-26.pdf; 9eae489b39103894_108548_SA2.pdf

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

Department: Planning
Your Name: J. Viggiani
Your Email: jviggiani@cliftonpark.org
Sponsor: P. Barrett / Planning Dept
Agenda Session Date: 10/20/2026 ✓
Board Meeting Date: 10/20/2026 ✓
Alternate Date: 11/04/2026
Budget Number: H63-7629
Budget Description: professional engineering services - ped/bicyclist infrastructure
Amount: \$355,000
Brief Description: professional engineering services per scope and fee 10/6/2026
Additional Comments/Details: please see attached memo to Town Board
Supporting Documents:

[62a766b33164e513_Memo_Construction_Phase_108548_10-6-26.pdf](#)
[9eae489b39103894_108548_SA2.pdf](#)

Agree to Terms: Agree

[unsubscribe](#)

Resolution No. 82 of 2022, a resolution authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds, therefore.

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

WHEREAS, a Project for the NYS 146/146A Bicycle and Pedestrian Access Improvements within the Town of Clifton Park, Saratoga County, P.I.N. 1085.48 ("the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% federal funds and 20% non-federal funds, and

WHEREAS, the Town of Clifton Park desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of design;

NOW, THEREFORE, the Town of Clifton Park Town Board, duly convened does hereby

RESOLVE, that the Town Board hereby approves the above-subject project, and it is hereby further

RESOLVED, that the Town Board hereby authorizes the Comptroller to pay in the first instance 100% of the federal and non-federal share of the cost of design work for the Project or portions thereof, and it is further

RESOLVED, that the sum of \$182,000 (one hundred eighty-two thousand dollars) is hereby appropriated from H62 (Capital Project - NYS 146/146A Improvements) and made available to cover the cost of participation in the design phase of the Project, and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Town Board shall convene, as soon as possible, to appropriate said excess amount immediately, upon the notification by the New York State Department of Transportation thereof, and it is further

RESOLVED, that the Town Supervisor be and is hereby authorized to execute all necessary agreements, certifications or reimbursement requests for federal aid and/or Marchiselli Aid on behalf of the Town of Clifton Park with the New York State Department of Transportation, in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation, by attaching it to any necessary agreement in connection with the Project, and it is further

RESOLVED, that the Comptroller is authorized to establish a new Capital Projects Fund H62 (Capital Project - NYS 146/146A Improvements); and be it further

RESOLVED, this resolution shall take effect immediately.

ROLL CALL VOTE

Ayes: Councilwoman Flood, Councilwoman Standaert, Councilman Morelli,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

March 21, 2022

Teresa Brobston, Town Clerk

Resolution No. 165 of 2022, a resolution to authorize the Supervisor to sign an agreement with Greenman-Pederson, Inc., (GPI) for engineering design services related to the New York State 146/146A Bicycle and Pedestrian Improvement project.

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

WHEREAS, by Resolution No. 82 of 2022, the Town authorized the implementation and funding of the NYS 146/146A Improvements Project and appropriated \$182,000 in H62 (Capital Project – NYS 146/146A Improvements), to cover the cost of the design phase of the project, and

WHEREAS, expressions of interest were solicited in November of 2018, and GPI was the sole applicant to respond to the solicitation, in an amount not to exceed \$182,000; now, therefore, be it

RESOLVED, that the Town Board authorizes the Supervisor to sign an agreement with GPI for engineering design services, for the NYS 146/146A Bicycle and Pedestrian Improvement Project, in an amount not to exceed \$182,000 to be paid from Capital Project Fund H62.

ROLL CALL VOTE

Ayes: Councilwoman Flood, Councilwoman Standaert, Councilman Morelli,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

June 13, 2022

Teresa Brobston, Town Clerk

Memo

To: Supervisor Barrett and Town Board
Cc: Comptroller Heggen, Melinda Acker
From: Jen Viggiani, Planning Department
Re: Fiscal Year 2027 Construction Phase Steps
Town of Clifton Park's 80% federally funded TIP Project 1085.48: NY Rt 146, 146A & Vischer Ferry Rd (CR) Pedestrian and Bicycle Transportation Improvements
Date: 10/6/2026

Action Item for your Consideration for Authorization:

Following the Right-of-Way (ROW) phase and final design approvals and permitting through NYS DOT, this pedestrian/bicyclist infrastructure project will next be progressing into the **Construction Phase** of this multi-year project for the 2027 federal fiscal year. For this next phase, GPI has submitted for the Town Board's authorization, a Supplemental Agreement for engineering services dated October 6, 2026:

- for Construction Support/Construction Inspection for \$275,000, which is an increase from the grant budget of \$114,000 as the original total project budget was estimated in 2019, about 7 years ago;
- and for \$80,000 maximum budgeted for additional engineering costs.

Brief Project Background:

The Town of Clifton Park's federally-funded, existing, bike-ped project, NY 146 and NY 146A Bicycle and Pedestrian Access Improvement project (SA 323), is an existing Transportation Improvement Program (TIP) project through the Capital Region Transportation Council (CRTC), which serves as the Capital Region's Metropolitan Planning Organization (MPO) for the allocation of federal transportation funding throughout the Capital Region. While the CRTC allocates the federal dollars among the many municipalities and the state for this region, it is the NYS Department of Transportation that directly administers the federal grant funding working directly with the localities such as the Town of Clifton Park. The federal funded projects administered through DOT, for this project, cover 80% of the original project budget. This project was originally listed in the multi-year 2019-2024 TIP, and was carried forward in the current TIP, the 2025-2030 TIP, as adopted by the CRTC in 2025.

- The project's federal funding share is \$1.0552 million.
- This project's Master Agreement with NYS DOT and the Town of Clifton Park was authorized in May 2022. These federally-funded, locally administered projects proceed by project phases through supplemental agreements with NYS DOT, which is why you as a Town Board may see the project authorization requests arise from time to time over the

course of these multi-year projects. The right-of-way phase was authorized to begin in July 2023.

- The Town of Clifton Park, with its engineering consultants, Greenman Pedersen, Inc. (GPI) conducted a public meeting about this project a year ago, October 2025 to review the preliminary design plans.
- The Town retained GPI as the engineering consultant from the project inception, conducting planning, preliminary design, surveying, and all due diligence with environmental analysis, utility considerations for layout, right-of-way analysis including meetings / communications with property owners along the potential route, detailed design, and they are now getting ready for the proceeding with the construction phase and the administrative support and ultimately construction inspection needed on the town's behalf.

As you may recall, the **project intent** is to close the gaps and connect additional neighborhoods to the existing pedestrian and bicycle facilities along these roadways, that include a segment of improvements along NY 146, NY 146A, and Vischer Ferry Road (CR 90). The project includes proposed sidewalks, multi-use trail segments/bicycling facilities, and crosswalks.

The Town sought this outside funding through a competitive TIP application process in 2019 and was awarded federal transportation grant funding for this local project administered through NYS Department of Transportation to cover about 80% of the project costs, with remaining local match funding being provided by the Town of Clifton Park.

Thank you for your support of this important connective infrastructure for all ages to reach important pedestrian destinations like Clifton Common, local commercial areas, and the Shen main campus.

October 6, 2026

Town of Clifton Park
Attn: Ms. Jennifer Viggiani
One Town Hall Plaza
Clifton Park, NY 12065

RE: 146/146A Bike/Ped Design/CI Supplemental Request

Dear Ms. Viggiani:

GPI is nearing completion of the design phases of the NY Route 146 and NY Route 146A Bicycle and Pedestrian Access Improvements Project, which has been advanced generally in accordance with the Agreement executed on June 16, 2022. Throughout project development, several factors resulted in a level of effort substantially greater than originally anticipated, including extended agency review periods, additional stakeholder coordination, archaeological investigations, permit revisions, environmental updates, and multiple design modifications resulting from agency and public input.

As a result, additional engineering effort has been required to complete the design and environmental phases of the project and additional funding is requested to complete the remaining design tasks. Additionally, a future scope of services has been developed for construction support and inspection services during construction.

Design Overage/Underage:

Task 1 – General and Administrative

This section consisted of various items such as contract administration, project familiarization, meetings, project scheduling, preparing cost and progress reports, and working with all subcontractors. Additional work was completed for this section, such as added coordination with subconsultants, meetings, and coordination with NYSDOT, the Town, and various third party entities. This resulted in an overage of \$8,109.04 (190% of original task value). It is assumed that an additional \$2887.39 will be needed to complete the project, for a total additional requested amount of \$10,996.43.

Task 2 – Data Collection and Analysis

This section consisted of reviewing and updating the base survey and mapping that as provided to GPI, along with review and analysis of the stormwater, utilities, and wetlands. While additional work was completed for this section, our current budget is 63% spent and all work is now completed. This task therefor realized a savings of \$8,939.59.

Task 3 – Preliminary Design

This task included development of the preliminary layout, design, and cost estimates for the proposed bicycle and pedestrian improvements. The original contract contemplated seven individual improvement components, each of which required separate evaluation, design development, and cost estimation prior to incorporation into a comprehensive plan set and project estimate.

Throughout preliminary design, multiple rounds of agency review and stakeholder input required revisions to the plans, estimates, and Design Report. These review cycles extended from August 2023 through September 2025, substantially longer than originally anticipated and resulted in repeated refinement of previously completed design elements.

In addition, following review of the Section 106 Project Submittal Package, SHPO determined that a Phase 1A and Phase 1B Archaeological Investigation would be required. These services were not anticipated in the original scope and required significant additional coordination and technical effort.

As a result, this task exceeded the original budget by \$28,680.12 (158% of the original task value). All work associated with this task is now complete.

Task 4 – Environmental

This task included SEQRA coordination, SWPPP development, environmental permitting, wetland evaluations, and environmental agency coordination.

Due to the extended project duration, several environmental tasks required updates and re-evaluation, including wetland delineation field reviews, wetland avoidance and mitigation coordination, ESA/IPaC reviews, and permit application updates.

During permit review, the US Army Corps of Engineers requested revisions and supplemental information, requiring multiple resubmittals. Additionally, implementation of a new electronic submittal process during review required portions of the permitting effort to be reformatted and resubmitted.

These factors resulted in an overage of \$1,101.24 (104% of the original task value). An additional \$12,083.00 is anticipated to complete the remaining SWPPP preparation, agency coordination, permit support, and final environmental documentation. The total requested increase for this task is \$13,184.24.

Task 5 – ROW

This section was funded under a separate Supplemental Agreement. GPI anticipates completing this task under budget.

Task 6 – Detailed Design

This task included preparation of final design plans, specifications, estimates, and coordination necessary to advance the project toward advertisement.

As detailed design progressed, additional coordination was required with NYSDOT, the Town of Clifton Park, adjacent property owners, local stakeholders, and elected officials regarding various project elements. Following the Public Information Meeting, several project components underwent additional technical evaluation and documentation. GPI prepared supplemental technical memoranda, conducted additional pedestrian and traffic evaluations, and provided support materials to assist the Town in discussions regarding potential project modifications.

To date, this task has exceeded the original budget by \$302.08. An additional \$14,665.59 is anticipated to complete final design, comment resolution, PS&E package preparation, and project closeout activities. The total requested increase for this task is \$14,967.67.

Task 7 – Advertisement, Bid Opening, Award

This task has not started yet, and is anticipated to finish within budget.

Construction Support and Inspection

Based upon assumed construction schedule of starting work in April 2027 with a completion of October 2027, this yield a net of 25 weeks of construction support and inspection hours required.

Task 8 – Construction Support

It is assumed that throughout the project, several members of the design staff will need to prepare for and attend preconstruction and construction progress meetings, prepare meeting minutes, and coordinate future meetings. It is also assumed that the design staff will need to make periodic site visits to address any proposed changes in design, or unforeseen conditions.

Task 9 – Construction Inspection

It is assumed that there will be one full time Resident Engineer working daily on the project throughout construction. Duties will include inspection to ensure work is completed to NYSDOT and Town standard, daily record and quantity keeping, change orders, contractor payments, material submittal review, record plan keeping, and closeout paperwork. This task will also include weekly inspections for SWPPP compliance.

Construction inspection and SWPPP inspection assume the following workload:

- 80 hours for a Construction Supervisor
- 1000 hours for a Resident Engineer

- 200 hours for an NICET level II Inspector (Days with multiple critical operations)
- 150 hours for SWPPP inspections and reports
- Total 1630 hours, plus additional cost for third-party concrete and earthwork testing

This yields a total cost of **\$275,000.00 for the required Construction Support and Inspection Services**

The requested supplemental funding is primarily attributable to factors that could not reasonably have been anticipated during development of the original scope, including extended agency review durations, additional environmental and archaeological requirements, permit revisions and resubmittals, expanded stakeholder coordination, multiple design revisions, and the extended overall project schedule. GPI has worked closely with the Town, NYSDOT, regulatory agencies, and project stakeholders throughout the project development process to advance the project while maintaining schedule commitments and addressing agency and public concerns.

The summary of this extra work request is as follows:

	Original	Projected	Difference
Design	\$247,367.70	\$327,367.70	\$80,000.00
Construction Support/Inspection	<u>\$0.00</u>	<u>\$275,000.00</u>	<u>\$275,000.00</u>
	\$247,367.70	\$602,367.70	\$355,000.00

Should you have any questions regarding the enclosed proposal or require any additional information, please feel free to contact me at 518.898.9568 or tvyce@gpinet.com.

Sincerely,

GPI/Greenman-Pedersen, Inc.



Tyler J. Vyce, P.E.
Project Engineer

**PIN 1085.48 – NY Route 146 & 146A Bicycle and Pedestrian Access Improvements
Town of Clifton Park, Saratoga County New York**

**Architectural/ Engineering
Consultant Agreement**

PIN (s) 1085.48 Municipal Contract No. _____

Agreement made this _____ day of _____ by and between

Town of Clifton Park

Having its office located at One Town Hall Plaza, Clifton Park, NY 12065
(The "Town")

And

Greenman-Pedersen, Inc.

With its office located at 80 Wolf Road, Suite 600, Albany, NY 12205
(the "Consultant," the "signatory" and the "prospective participant")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as the **PIN 1085.48 – NY Route 146 & 146A Bicycle and Pedestrian Access Improvements** (as described in detail in attachment A annexed hereto, the "Project" or "PROJECT") the Town has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Town has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, the **Supervisor** is authorized to enter this Agreement on behalf of the Town,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This Agreement consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering Consultant Agreement"
- **Attachment "A"** – Scope of Services and Fee

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS.

2.1 The CONSULTANT shall render services and furnish materials and equipment necessary to provide the Town with construction inspection and construction support services more specifically described in Attachment "A"

2.2 The CONSULTANT shall ascertain the applicable practices of the Town, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. Work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachments "A".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Town.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Town shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based upon the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

**PIN 1085.48 – NY Route 146 & 146A Bicycle and Pedestrian Access Improvements
Town of Clifton Park, Saratoga County New York**

3.1 Cost Plus Fixed Fee Method		
	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE
Item I	- Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all persons working part-time on this PROJECT. - The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Town. - If, within the term of this Agreement, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance.	- Actual cost incurred in the performance of this Agreement as identified in Attachment "C" or otherwise approved in writing by the Town or its representative. - Not to exceed the maximum allowable hourly rates of pay described in Attachments "B", "C" and "D" of this Agreement, all subject to audit. - Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Town.
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Agreement; all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.
Item III	Items required to be purchased for this project not otherwise encompassed in Direct Non-Salary Project-related Costs, which become the property of the Town at the completion of the work or at the option of the Town	Salvage value
		INTERIM PAYMENTS
		- The CONSULTANT shall be paid in <u>monthly</u> progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment "B", "C" and "D". - Bills are subject to approval of the Town and Town's Representative.

**PIN 1085.48 – NY Route 146 & 146A Bicycle and Pedestrian Access Improvements
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Item IV	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
	- Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub-part 1-31.2 as modified by sub-part 1-31.105 ("FAR"), and applicable policies and guidelines of the Town, NYSDOT, and FHWA - For the purpose of this Agreement, an accounting period shall be the CONSULTANT'S fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Town for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this item.	The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as <u>138%</u>, in all events not to exceed <u>138%</u>, subject to audit.	
Item V	- Negotiated Lump Sum Fixed Fee - Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless the Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity, or character of the work to be performed.	A negotiated Lump Sum Fixed Fee which in this Agreement for GPI shall equal	
Item VI	The Maximum Amount Payable under this Agreement including Fixed Fees unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity, or character of the work to be performed.	Maximum Amount Payable under this Method shall be <u>\$355,000.00.</u>	

ARTICLE 4. INSPECTION

The duly authorized representatives of the Town, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) and the FEDERAL HIGHWAY ADMINISTRATION (FHWA), shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Town:

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e., labor, direct non-salary, overhead, and fee.

5.2 In order to enable the Town to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

- X. Records of Direct Non-Salary Costs;
- XI. Copies of any subcontracts relating to said contract;
- XII. Location where records may be examined; and
- XIII. Name, address, and telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The Town will make final payment within sixty (60) calendar days after receipt of an invoice that is properly prepared and submitted, and all appropriate documents and records are received, provided the CONSULTANT is not in default of this Agreement.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Town from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Agreement within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Town of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Town on a monthly basis or such alternative interval as the Town directs in writing.

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7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify the Town, in writing, of this fact prior to beginning any of the work. The Town shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the Town determines that such work does constitute extra work, the Town shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the Town. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Town to the CONSULTANT for execution after approvals have been obtained from necessary Town officials, and, if required from the Federal Highway Administration.

7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Town all assistance required by the Town. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the Town's directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 8. INDEMNIFICATION; INSURANCE

The CONSULTANT shall be responsible for all damage to life and property due to negligent or intentional acts, errors or omissions of the CONSULTANT, its subcontractors, agents or employees in the performance of its service under this Agreement.

Further, the CONSULTANT shall defend, indemnify and save harmless the Town, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the CONSULTANT, its subcontractors, agents or employees, to the extent of its responsibility for such claims, damages, losses and expenses. Such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent or intentional performance of service, within the meaning of this Article, shall include, in addition to negligence or intent founded upon tort, negligence or intent based upon the CONSULTANT'S failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the Town beyond such as may legally exist irrespective of this Article or this Agreement.

The CONSULTANT shall procure and maintain for the duration of the work for the Project, Professional Liability Insurance in the amount of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00), issued to and covering damage for liability imposed on the CONSULTANT by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by this Agreement. The CONSULTANT shall supply any certificates of insurance required by the Town and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This Agreement shall be void and of no effect unless the CONSULTANT shall secure and keep insured during the life of this Agreement, Workman's Compensation Insurance for the benefit of such employees as are necessary to be insured in compliance with the provisions of the New York State Workman's Compensation Law. The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this agreement. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this agreement in the sum of at least ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) each.

The CONSULTANT shall furnish a certified copy of said policies to the Town at the time of execution of this Agreement.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the Town or existing in the offices of the CONSULTANT shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 11. RECORDS

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Agreement (collectively called the "Records"). The Records shall be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Town, the State, the Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of the CONSULTANT within the State of New York, or a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT shall not make any charge or claim for damages for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Town may decide, it being understood, however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Town of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising its rights under ARTICLE 7 of this agreement.

ARTICLE 13. TERMINATION

The Town shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Town - if a termination is brought about for the convenience of the Town and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Town's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Town, of the total amount of work contemplated by the Agreement.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the Town shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Town or his duly authorized representative. In case of the failure of the CONSULTANT'S successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Town for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Town, the Town will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that s/he will conduct himself consistent with such status, that s/he will neither hold himself out as, nor claim to be, an officer or employee of the Town by reason hereof, and that

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Town of Clifton Park, Saratoga County New York**

s/he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit. Further, the employees and agents of the CONSULTANT shall not in any manner be, or be held out to be, agents or employees of the Town and will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit..

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that s/he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that s/he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Town shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees that s/he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the Town. Further, the CONSULTANT shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the Town. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the Town may deem necessary or appropriate.

If this provision is violated, the Town may revoke and annul the Agreement and the Town shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the Town.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Town a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic

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municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS

All subcontractors and subconsultants performing work on this project shall be bound by the same required agreement provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other subconsultant shall include all standard required agreement provisions, and such agreements shall be subject to review by the Town.

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation (49 CFR 26.2925) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an

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Town of Clifton Park, Saratoga County New York**

officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that s/he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Town may, in certain circumstances, provide compensation for such work.
- B. Neither the Town's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CONSULTANT shall be and remain liable to the Town in accordance with applicable law for all damages to the Town caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this Agreement.
- C. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights and remedies provided by law.

**PIN 1085.48 – NY Route 146 & 146A Bicycle and Pedestrian Access Improvements
Town of Clifton Park, Saratoga County New York**

- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Town Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the N.Y. Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 11 1506.5

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the PROJECT including:

- a. an existing contract for the PROJECT's ROW incidental work or construction engineering; or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS

For all contracts other than personal services in excess of \$5,000, the CONSULTANT shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be

**PIN 1085.48 – NY Route 146 & 146A Bicycle and Pedestrian Access Improvements
Town of Clifton Park, Saratoga County New York**

received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the CONSULTANT shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The CONSULTANT shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the N.Y. Labor Law or a building service contract covered by Article 9 thereof, neither CONSULTANT'S employees nor the employees of its SUBCONTRACTORS may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the N.Y. Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, CONSULTANT and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the N.Y. Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the N.Y. Labor Law and Section 139-h of the N.Y. State Finance Law, if this contract exceeds \$5,000, the CONSULTANT agrees, as a material condition of this Agreement, that neither the CONSULTANT nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If the CONSULTANT, or any of the aforesaid affiliates of CONSULTANT, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such agreement, amendment or modification thereto shall be rendered forfeit and void. The CONSULTANT shall so notify the Town and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the N.Y. Civil Practice Law & Rules ("CPLR"), CONSULTANT hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon CONSULTANT'S actual receipt of process or upon the Town 's receipt of the return thereof by the United State Postal Service as refused or undeliverable. CONSULTANT must promptly notify the Town , in writing, of each and every change of address to which service of process can be made. Service by the Town to the last known address shall be sufficient. CONSULTANT will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 30. MISCELLANEOUS

30.1 Executory Contract. This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Town beyond the monies legally available for the purposes hereof.

30.2 During the term of this Agreement, the contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the CONSULTANT shall give the Town thirty (30) days written notice in advance of such event.

30.3 The CONSULTANT shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement, and shall comply with all applicable laws, rules and regulations.

30.4 The Town shall bear no responsibility other than that set forth in this Agreement.

THIS SPACE LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS.

**PIN 1085.48 – NY Route 146 & 146A Bicycle and Pedestrian Access Improvements
Town of Clifton Park, Saratoga County New York**

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

Reference: Town Contract # _____

Pursuant to Resolution No. _____ for 2026, Adopted _____, 2026

Town of Clifton Park	Greenman-Pedersen, Inc.
By: _____	By: _____
Date: _____	Date: _____

STATE OF NEW YORK

SS:

_____ OF _____

On this _____ day of _____, 20__ before me, the subscriber, personally appeared to me known as _____, who, being by me duly sworn, did depose and say- that he/she resides at _____, New York; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Town .

Notary Public, _____, N.Y.

STATE OF NEW YORK

SS:

_____ OF _____

On this _____ day of _____, 20__ before me, the subscriber, personally appeared to me known as _____, who, being by me duly sworn, did depose and say- that he/she resides at _____, New York; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of the Consultant.

Notary Public, _____, N.Y.

PIN 1085.48 – NY Route 146 & 146A Bicycle and Pedestrian Access Improvements
Town of Clifton Park, Saratoga County New York

Attachment A
Architectural/ Engineering Consultant Agreement
Project Description and Funding

PIN: 1085.48

Term of Agreement Ends: December 31, 2027

BIN: N/A

- ☐ Main Agreement
☐ Amendment to Agreement # _____
☒ Supplement to Agreement # _____

Phase of Project Consultant to work on:

☒ P.E./Design ☐ ROW Incidentals ☐ ROW Acquisition ☒ Construction, C/I, & C/S

Dates or term of Consultant Performance: _____ through _____

Start Date: January 30, 2023

Finish Date: December 31, 2027

PROJECT DESCRIPTION:

PIN 1085.48 – NY Route 146 & 146A Bicycle and Pedestrian Access Improvements
Town of Clifton Park, Saratoga County New York

PROJECT LOCATION:

NY Route 146/NY Route 146A/Vischer Ferry Rd in the Town of Clifton Park

Consultant Work Type(s): See Attachment “A” for more detailed Task Lists.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B, FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

\$355,000.00

NY 146 AND NY 146A BICYCLE AND PEDESTRIAN ACCESS IMPROVEMENTS,
INTERSECTION OF NY 146 AND NY 146A (VISCHER FERRY RD)
Town of Clifton Park
PIN 1085.48

09/24/26

EXHIBIT A

GREENMAN-PEDERSEN, INC.
----- Salary Schedule -----

TITLE	ASCE OR NICET TITLE	Avg Rate	Max Hourly Rate				Overtime Category
			1/1/2026 to 12/31/2026	1/1/2027 to 12/31/2027	1/1/2028 to 12/31/2028	1/1/2029 to 12/31/2029	
Productive Principal	ASCE IX	\$135.97	\$130.00	\$133.90	\$137.92	\$142.05	A
Project Director	ASCE VIII	\$115.05	\$110.00	\$113.30	\$116.70	\$120.20	A
Principal Engineer	ASCE VII	\$99.36	\$95.00	\$97.85	\$100.79	\$103.81	A
Project Manager	ASCE VII	\$78.44	\$75.00	\$77.25	\$79.57	\$81.95	B
Geotechnical Engineer	ASCE VI	\$70.08	\$67.00	\$69.01	\$71.08	\$73.21	B
Senior Engineer	ASCE VI	\$76.35	\$73.00	\$75.19	\$77.45	\$79.77	B
Construction Supervisor	ASCE VI	\$89.95	\$86.00	\$88.58	\$91.24	\$93.97	B
Project Engineer	ASCE V	\$62.75	\$60.00	\$61.80	\$63.65	\$65.56	B
Engineer	ASCE IV	\$55.43	\$53.00	\$54.59	\$56.23	\$57.91	B
Design Engineer	ASCE III	\$48.11	\$46.00	\$47.38	\$48.80	\$50.27	B
Junior Engineer	ASCE II/I	\$40.79	\$39.00	\$40.17	\$41.38	\$42.62	B
Senior Environmental Scientist	N/A	\$69.03	\$66.00	\$67.98	\$70.02	\$72.12	B
Environmental Scientist	N/A	\$40.79	\$39.00	\$40.17	\$41.38	\$42.62	B
Senior Landscape Architect	N/A	\$89.95	\$86.00	\$88.58	\$91.24	\$93.97	B
Landscape Architect	N/A	\$61.71	\$59.00	\$60.77	\$62.59	\$64.47	B
GIS Specialist	N/A	\$50.20	\$48.00	\$49.44	\$50.92	\$52.45	B
Senior Planner	N/A	\$108.77	\$104.00	\$107.12	\$110.33	\$113.64	B
Planner	N/A	\$51.25	\$49.00	\$50.47	\$51.98	\$53.54	B
Senior Engineering Technician	NICET III	\$59.62	\$57.00	\$58.71	\$60.47	\$62.29	C
Engineering Technician	NICET II	\$47.07	\$45.00	\$46.35	\$47.74	\$49.17	C
CADD Operator	NICET II	\$43.93	\$42.00	\$43.26	\$44.56	\$45.89	C
Technician	NICET I	\$30.33	\$29.00	\$29.87	\$30.77	\$31.69	C
Senior Right-of-Way Specialist	N/A	\$63.80	\$61.00	\$62.83	\$64.71	\$66.66	B
Right-of-Way Specialist	N/A	\$56.48	\$54.00	\$55.62	\$57.29	\$59.01	B
Resident Engineer	NICET IV	\$78.44	\$75.00	\$77.25	\$79.57	\$81.95	C
Office Engineer/Sr. Inspector	NICET III	\$62.75	\$60.00	\$61.80	\$63.65	\$65.56	C
Construction Inspector	NICET III	\$57.52	\$55.00	\$56.65	\$58.35	\$60.10	C
Construction Inspector	NICET II	\$47.07	\$45.00	\$46.35	\$47.74	\$49.17	C
Construction Inspector	NICET I	\$36.61	\$35.00	\$36.05	\$37.13	\$38.25	C
Technical Typist	N/A	\$28.24	\$27.00	\$27.81	\$28.64	\$29.50	C

NOTE:

It shall be the Engineer's responsibility to pay prevailing wage rates and supplements as required by the NYS Department of Labor, for services requiring such rates and supplements.

ENGINEER'S OVERTIME COMPENSATION POLICY

The Engineer's overtime compensation policy controls what overtime category is assigned to each job title listed above.

Category A - No Overtime Compensation

Category B - Overtime Compensated at Straight Time Rate

Category C - Overtime Compensated at Straight Time Rate x 1.5 for all Hours Beyond 40 Hours Worked.

NY 146 AND NY 146A BICYCLE AND PEDESTRIAN ACCESS IMPROVEMENTS,
INTERSECTION OF NY 146 AND NY 146A (VISCHER FERRY RD)

Town of Clifton Park
PIN 1085.48

09/24/26

EXHIBIT B

GREENMAN-PEDERSEN, INC.

----- ESTIMATE OF DIRECT NON-SALARY COSTS -----

1. REPRODUCTION

Item	# Sets	Units/Set	# Units	Cost/Unit	Cost
Draft DAD	0	50	0	\$0.15	\$0.00
Final DAD	0	50	0	\$0.15	\$0.00
Xerox-Working	0	0	0	\$0.15	\$0.00
Bid Documents	0	200	0	\$0.15	\$0.00
Prints/Plots-Half Size	0	30	0	\$0.15	\$0.00
Prints/Plots-Full Size	0	30	0	\$2.50	\$0.00
Color Copies (Info Meetings)	0	0	0	\$4.00	\$0.00
Exhibits	0	5	0	\$4.00	\$0.00

1. TOTAL \$0.00

2. MILEAGE, TOLLS & PARKING

Destination	# Trips	Miles/Trip	Miles	Cost/Mile	Cost
To/From Project Site	0	32	0	\$0.760	\$0.00
To/From County	0	0	0	\$0.760	\$0.00
To/From NYSDOT Region << # >>	0	0	0	\$0.760	\$0.00

Note: Mileage rate shall not exceed the federal reimbursement rate.

2. TOTAL \$0.00

3. SHIPPING

	# Packages	Cost/Package	Cost
Postage	0	\$0.70	\$0.00
Overnight Delivery	0	\$20.00	\$0.00

3. TOTAL \$0.00

4. TESTING/INVESTIGATIONS

	Number	Unit Cost	Cost
Soil Samples and Lab Tests	0	\$0.00	\$0.00

4. TOTAL \$0.00

5. PROPERTY ACQUISITIONS

	# Parcels	Unit Cost	Cost
Appraisal	0	\$0.00	\$0.00

5. TOTAL \$0.00

6. OWNER'S PROTECTIVE INSURANCE

6. TOTAL \$0.00

7. MISCELLANEOUS

Cost

\$0.00
\$0.00

7. TOTAL \$0.00

GRAND TOTAL \$0.00

NY 146 AND NY 146A BICYCLE AND PEDESTRIAN ACCESS IMPROVEMENTS,
INTERSECTION OF NY 146 AND NY 146A (VISCHER FERRY RD)

Town of Clifton Park
PIN 1085.48

09/24/26

EXHIBIT C

GREENMAN-PEDERSEN, INC
----- STAFFING TABLE -----

JOB TITLE	GRADE	RATE	1	3	4	6	TOTAL HOURS	HOURLY RATE	DIRECT WAGES
Productive Principal	ASCE IX	\$135.97					0	\$135.97	\$0.00
Project Director	ASCE VIII	\$115.05					0	\$115.05	\$0.00
Principal Engineer	ASCE VII	\$99.36					0	\$99.36	\$0.00
Project Manager	ASCE VII	\$78.44	14		10		24	\$78.44	\$1,882.83
Geotechnical Engineer	ASCE VI	\$70.08					0	\$70.08	\$0.00
Senior Engineer	ASCE VI	\$76.35					0	\$76.35	\$0.00
Construction Supervisor	ASCE VI	\$89.95					0	\$89.95	\$0.00
Project Engineer	ASCE V	\$62.75	24	24			48	\$62.75	\$3,012.21
Engineer	ASCE IV	\$55.43	36	80		80	196	\$55.43	\$10,864.88
Design Engineer	ASCE III	\$48.11					0	\$48.11	\$0.00
Junior Engineer	ASCE III	\$40.79	10	80		24	114	\$40.79	\$4,650.10
Senior Environmental Scientist	N/A	\$69.03		16			16	\$69.03	\$1,104.48
Environmental Scientist	N/A	\$40.79		24			24	\$40.79	\$978.37
Senior Landscape Architect	N/A	\$89.95		16			16	\$89.95	\$1,439.17
Landscape Architect	N/A	\$61.71		48			48	\$61.71	\$2,962.01
GIS Specialist	N/A	\$50.20					0	\$50.20	\$0.00
Senior Planner	N/A	\$108.77					0	\$108.77	\$0.00
Planner	N/A	\$51.25					0	\$51.25	\$0.00
Senior Engineering Technician	NICET III	\$59.62					0	\$59.62	\$0.00
Engineering Technician	NICET II	\$47.07					0	\$47.07	\$0.00
CADD Operator	NICET II	\$43.93					0	\$43.93	\$0.00
Technician	NICET I	\$30.33					0	\$30.33	\$0.00
Senior Right-of-Way Specialist	N/A	\$63.80					0	\$63.80	\$0.00
Right-of-Way Specialist	N/A	\$58.48					0	\$58.48	\$0.00
Resident Engineer	NICET IV	\$78.44					0	\$78.44	\$0.00
Office Engineer/Sr. Inspector	NICET III	\$62.75					0	\$62.75	\$0.00
Construction Inspector	NICET III	\$57.52					0	\$57.52	\$0.00
Construction Inspector	NICET II	\$47.07					0	\$47.07	\$0.00
Construction Inspector	NICET I	\$36.61					0	\$36.61	\$0.00
Technical Typist	N/A	\$28.24							
TOTAL HOURS			70	198	104	114	486		
TOTAL DTL									\$26,894.45
OVERHEAD AT 155%									\$ 41,686.39
FIXED FEE AT 10%									\$ 6,868.08
TOTAL DTL + OH & FEE									\$ 75,438.92

NY 146 AND NY 146A BICYCLE AND PEDESTRIAN ACCESS IMPROVI
INTERSECTION OF NY 146 AND NY 146A (VISCHER FERRY R
Town of Clifton Park
PIN 1085.48

EXHIBIT D

09/24/26

GREENMAN-PEDERSEN, INC.

----- SUMMARY -----

Item IA, Direct Technical Salaries (estimated) subject to audit	\$	26,894
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)		
Item II, Direct Non- Salary Cost (estimated) subject to audit	\$	-
Item II Direct Non- Salary Cost (estimated) subject to audit (Sub-Contractor Cost) Payment Cores		
Item III, Overhead (155%)	\$	41,686
Item IV Fixed Fee (10%)	\$	6,858
Item II, Direct Non- Salary Cost subject to audit (Sub-Consultant Cost Survey and Mapping (Assumed)		
Total Estimated Cost	\$	75,439
MAXIMUM AMOUNT PAYABLE	\$	80,000

NY 146 AND NY 146A BICYCLE AND PEDESTRIAN ACCESS IMPROVEMENTS, INTERSECTION OF NY 146 AND NY 146A (VISCHER FERRY RD)
Town of Clifton Park
PIN 1085.48

GREENMAN-PEDERSEN, INC.
----- HOURS AND FEES SUMMARY -----

September 24, 2026

JOB TITLE	GRADE	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	TOTAL HOURS	HOURLY RATE	DIRECT WAGES
		General and Data Collection/Field Reconnaissance	Survey and Mapping	Preliminary Engineering	Environmental Review and Permitting	Right-of-Way	Contract Plans, Specifications & Estimate	Procurement of Bids			
Productive Principal	ASCE IX	0	0	0	0	0	0	0	0	\$135.97	\$0.00
Project Director	ASCE VIII	0	0	0	0	0	0	0	0	\$115.05	\$0.00
Principal Engineer	ASCE VII	0	0	0	0	0	0	0	0	\$95.36	\$0.00
Project Manager	ASCE VII	0	0	14	0	0	10	0	24	\$72.44	\$1,862.63
Geotechnical Engineer	ASCE VI	0	0	0	0	0	0	0	0	\$70.08	\$0.00
Senior Engineer	ASCE VI	0	0	0	0	0	0	0	0	\$72.35	\$0.00
Construction Supervisor	ASCE VI	0	0	0	0	0	0	0	0	\$85.95	\$0.00
Project Engineer	ASCE V	24	0	24	0	0	0	0	48	\$62.75	\$3,072.21
Engineer	ASCE IV	35	0	80	0	0	80	0	195	\$55.43	\$10,864.88
Design Engineer	ASCE III	0	0	0	0	0	0	0	0	\$46.11	\$0.00
Junior Engineer	ASCE III	10	0	80	0	0	24	0	114	\$40.79	\$4,650.10
Senior Environmental Scientist	N/A	0	0	0	16	0	0	0	16	\$65.03	\$1,040.48
Environmental Scientist	N/A	0	0	24	0	0	0	0	24	\$40.79	\$978.37
Senior Landscape Architect	N/A	0	0	0	15	0	0	0	15	\$95.95	\$1,439.27
Landscape Architect	N/A	0	0	0	38	0	0	0	48	\$61.71	\$2,962.61
GIS Specialist	N/A	0	0	0	0	0	0	0	0	\$50.20	\$0.00
Senior Planner	N/A	0	0	0	0	0	0	0	0	\$108.77	\$0.00
Planner	N/A	0	0	0	0	0	0	0	0	\$51.25	\$0.00
Senior Engineering Technician	NICET III	0	0	0	0	0	0	0	0	\$59.62	\$0.00
Engineering Technician	NICET II	0	0	0	0	0	0	0	0	\$47.07	\$0.00
CADD Operator	NICET II	0	0	0	0	0	0	0	0	\$43.93	\$0.00
Technician	NICET I	0	0	0	0	0	0	0	0	\$30.33	\$0.00
Senior Right-of-Way Specialist	N/A	0	0	0	0	0	0	0	0	\$63.80	\$0.00
Right-of-Way Specialist	N/A	0	0	0	0	0	0	0	0	\$56.48	\$0.00
Resident Engineer	NICET IV	0	0	0	0	0	0	0	0	\$78.44	\$0.00
Office Engineer/Sr. Inspector	NICET III	0	0	0	0	0	0	0	0	\$62.75	\$0.00
Construction Inspector	NICET III	0	0	0	0	0	0	0	0	\$57.52	\$0.00
Construction Inspector	NICET II	0	0	0	0	0	0	0	0	\$47.07	\$0.00
Construction Inspector	NICET I	0	0	0	0	0	0	0	0	\$38.61	\$0.00
TOTAL HOURS											
TOTAL DTL:		70	0	198	104	0	114	0	486		
TOTAL DTL:		\$3,905.60	\$6.00	\$10,302.18	\$6,484.62	\$0.00	\$5,195.04	\$0.00			\$26,854.45
OVERHEAD:		\$6,059.58	\$0.00	\$15,866.38	\$10,051.16	\$0.00	\$9,606.97	\$0.00			\$41,686.39
SUBCONSULTANT (SURVEY):											
SUBCONTRACTOR (PAVEMENT CORES):											
FIXED FEE:		\$986.95	\$0.00	\$2,827.06	\$1,653.58	\$0.00	\$1,586.50	\$0.00			\$6,858.09
DIRECT EXPENSES:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
TOTAL FEE:		\$10,966.43	\$0.00	\$28,897.62	\$16,189.36	\$0.00	\$17,385.51	\$0.00			\$75,439.32
ROUNDED:		\$11,000.00	\$0.00	\$28,900.00	\$16,200.00	\$0.00	\$17,400.00	\$0.00			\$80,000.00

NY 146 AND NY 146A BICYCLE AND PEDESTRIAN ACCESS IMPROVEMENTS,
INTERSECTION OF NY 146 AND NY 146A (VISCHER FERRY RD)
Town of Clifton Park
PIN 1085.48

09/24/26

EXHIBIT A

GREENMAN-PEDERSEN, INC.
----- Salary Schedule -----

TITLE	ASCE OR NICET TITLE	Avg Rate	Max Hourly Rate				Overtime Category
			1/1/2026 to 12/31/2026	1/1/2027 to 12/31/2027	1/1/2028 to 12/31/2028	1/1/2029 to 12/31/2029	
Productive Principal	ASCE IX	\$135.97	\$130.00	\$133.90	\$137.92	\$142.05	A
Project Director	ASCE VIII	\$115.05	\$110.00	\$113.30	\$116.70	\$120.20	A
Principal Engineer	ASCE VII	\$99.36	\$95.00	\$97.85	\$100.79	\$103.81	A
Project Manager	ASCE VII	\$78.44	\$75.00	\$77.25	\$79.57	\$81.95	B
Geotechnical Engineer	ASCE VI	\$70.08	\$67.00	\$69.01	\$71.08	\$73.21	B
Senior Engineer	ASCE VI	\$76.35	\$73.00	\$75.19	\$77.45	\$79.77	B
Construction Supervisor	ASCE VI	\$89.95	\$86.00	\$88.58	\$91.24	\$93.97	B
Project Engineer	ASCE V	\$62.75	\$60.00	\$61.80	\$63.65	\$65.56	B
Engineer	ASCE IV	\$55.43	\$53.00	\$54.59	\$56.23	\$57.91	B
Design Engineer	ASCE III	\$48.11	\$46.00	\$47.38	\$48.80	\$50.27	B
Junior Engineer	ASCE III/I	\$40.79	\$39.00	\$40.17	\$41.38	\$42.62	B
Senior Environmental Scientist	N/A	\$69.03	\$66.00	\$67.98	\$70.02	\$72.12	B
Environmental Scientist	N/A	\$40.79	\$39.00	\$40.17	\$41.38	\$42.62	B
Senior Landscape Architect	N/A	\$89.95	\$86.00	\$88.58	\$91.24	\$93.97	B
Landscape Architect	N/A	\$61.71	\$59.00	\$60.77	\$62.59	\$64.47	B
GIS Specialist	N/A	\$50.20	\$48.00	\$49.44	\$50.92	\$52.45	B
Senior Planner	N/A	\$108.77	\$104.00	\$107.12	\$110.33	\$113.64	B
Planner	N/A	\$51.25	\$49.00	\$50.47	\$51.98	\$53.54	B
Senior Engineering Technician	NICET III	\$59.62	\$57.00	\$58.71	\$60.47	\$62.29	C
Engineering Technician	NICET II	\$47.07	\$45.00	\$46.35	\$47.74	\$49.17	C
CADD Operator	NICET II	\$43.93	\$42.00	\$43.26	\$44.56	\$45.89	C
Technician	NICET I	\$30.33	\$29.00	\$29.87	\$30.77	\$31.69	C
Senior Right-of-Way Specialist	N/A	\$63.80	\$61.00	\$62.83	\$64.71	\$66.66	B
Right-of-Way Specialist	N/A	\$56.48	\$54.00	\$55.62	\$57.29	\$59.01	B
Resident Engineer	NICET IV	\$78.44	\$75.00	\$77.25	\$79.57	\$81.95	C
Office Engineer/Sr. Inspector	NICET III	\$62.75	\$60.00	\$61.80	\$63.65	\$65.56	C
Construction Inspector	NICET III	\$57.52	\$55.00	\$56.65	\$58.35	\$60.10	C
Construction Inspector	NICET II	\$47.07	\$45.00	\$46.35	\$47.74	\$49.17	C
Construction Inspector	NICET I	\$36.61	\$35.00	\$36.05	\$37.13	\$38.25	C
Technical Typist	N/A	\$28.24	\$27.00	\$27.81	\$28.64	\$29.50	C

NOTE:

It shall be the Engineer's responsibility to pay prevailing wage rates and supplements as required by the NYS Department of Labor, for services requiring such rates and supplements.

ENGINEER'S OVERTIME COMPENSATION POLICY

The Engineer's overtime compensation policy controls what overtime category is assigned to each job title listed above.

Category A - No Overtime Compensation

Category B - Overtime Compensated at Straight Time Rate

Category C - Overtime Compensated at Straight Time Rate x 1.5 for all Hours Beyond 40 Hours Worked.

NY 146 AND NY 146A BICYCLE AND PEDESTRIAN ACCESS IMPROVEMENTS,
INTERSECTION OF NY 146 AND NY 146A (VISCHER FERRY RD)

Town of Clifton Park
PIN 1085.48

09/24/26

EXHIBIT B

GREENMAN-PEDERSEN, INC.

----- ESTIMATE OF DIRECT NON-SALARY COSTS -----

1. REPRODUCTION

Item	# Sets	Units/Set	# Units	Cost/Unit	Cost
Draft DAD	0	50	0	\$0.15	\$0.00
Final DAD	0	50	0	\$0.15	\$0.00
Xerox-Working	0	0	0	\$0.15	\$0.00
Bid Documents	0	200	0	\$0.15	\$0.00
Prints/Plots-Half Size	0	30	0	\$0.15	\$0.00
Prints/Plots-Full Size	0	30	0	\$2.50	\$0.00
Color Copies (Info Meetings)	0	0	0	\$4.00	\$0.00
Exhibits	0	5	0	\$4.00	\$0.00

1. TOTAL \$0.00

2. MILEAGE, TOLLS & PARKING

Destination	# Trips	Miles/Trip	Miles	Cost/Mile	Cost
To/From Project Site	0	32	0	\$0.760	\$0.00
To/From County	0	0	0	\$0.760	\$0.00
To/From NYSDOT Region << # >>	0	0	0	\$0.760	\$0.00

Note: Mileage rate shall not exceed the federal reimbursement rate.

2. TOTAL \$0.00

3. SHIPPING

	# Packages	Cost/Package	Cost
Postage	0	\$0.70	\$0.00
Overnight Delivery	0	\$20.00	\$0.00

3. TOTAL \$0.00

4. TESTING/INVESTIGATIONS

	Number	Unit Cost	Cost
Soil Samples and Lab Tests	0	\$0.00	\$0.00

4. TOTAL \$0.00

5. PROPERTY ACQUISITIONS

	# Parcels	Unit Cost	Cost
Appraisal	0	\$0.00	\$0.00

5. TOTAL \$0.00

6. OWNER'S PROTECTIVE INSURANCE

6. TOTAL \$0.00

7. MISCELLANEOUS

Cost
\$0.00
\$0.00

7. TOTAL \$0.00

GRAND TOTAL \$0.00

=====

NY 146 AND NY 146A BICYCLE AND PEDESTRIAN ACCESS IMPROVEMENTS,
INTERSECTION OF NY 146 AND NY 146A (VISCHER FERRY RD)

Town of Clifton Park
PIN 1085.48

09/24/26

EXHIBIT C

GREENMAN-PEDERSEN, INC
----- STAFFING TABLE -----

JOB TITLE	GRADE	RATE	8	9	TOTAL HOURS	HOURLY RATE	DIRECT WAGES
Productive Principal	ASCE IX	\$135.97			0	\$135.97	\$0.00
Project Director	ASCE VIII	\$115.05			0	\$115.05	\$0.00
Principal Engineer	ASCE VII	\$99.36			0	\$99.36	\$0.00
Project Manager	ASCE VII	\$78.44	80		80	\$78.44	\$6,275.44
Geotechnical Engineer	ASCE VI	\$70.08			0	\$70.08	\$0.00
Senior Engineer	ASCE VI	\$76.35			0	\$76.35	\$0.00
Construction Supervisor	ASCE VI	\$89.95			0	\$89.95	\$0.00
Project Engineer	ASCE V	\$62.75			0	\$62.75	\$0.00
Engineer	ASCE IV	\$55.43	120		120	\$55.43	\$6,651.97
Design Engineer	ASCE III	\$48.11			0	\$48.11	\$0.00
Junior Engineer	ASCE III	\$40.79			0	\$40.79	\$0.00
Senior Environmental Scientist	N/A	\$69.03			0	\$69.03	\$0.00
Environmental Scientist	N/A	\$40.79			0	\$40.79	\$0.00
Senior Landscape Architect	N/A	\$89.95		25	25	\$89.95	\$2,248.70
Landscape Architect	N/A	\$61.71		125	125	\$61.71	\$7,713.56
GIS Specialist	N/A	\$50.20			0	\$50.20	\$0.00
Senior Planner	N/A	\$108.77			0	\$108.77	\$0.00
Planner	N/A	\$51.25			0	\$51.25	\$0.00
Senior Engineering Technician	NICET III	\$59.62			0	\$59.62	\$0.00
Engineering Technician	NICET II	\$47.07			0	\$47.07	\$0.00
CADD Operator	NICET II	\$43.93			0	\$43.93	\$0.00
Technician	NICET I	\$30.33			0	\$30.33	\$0.00
Senior Right-of-Way Specialist	N/A	\$63.80			0	\$63.80	\$0.00
Right-of-Way Specialist	N/A	\$56.48			0	\$56.48	\$0.00
Resident Engineer	NICET IV	\$67.90		1080	1080	\$67.90	\$73,332.00
Office Engineer/Sr. Inspector	NICET III	\$62.75			0	\$62.75	\$0.00
Construction Inspector	NICET III	\$57.52			0	\$57.52	\$0.00
Construction Inspector	NICET II	\$47.07		200	200	\$47.07	\$9,413.16
Construction Inspector	NICET I	\$36.61			0	\$36.61	\$0.00
Technical Typist	N/A	\$28.24					
TOTAL HOURS			200	1430	1630		
TOTAL DTL							\$105,634.83
OVERHEAD AT 123%							\$ 129,930.84
FIXED FEE AT 10%							\$ 23,556.57
TOTAL DTL + OH & FEE							\$ 259,122.24

NY 146 AND NY 146A BICYCLE AND PEDESTRIAN ACCESS
IMPROVEMENTS,
INTERSECTION OF NY 146 AND NY 146A (VISCHER FERRY RD)
Town of Clifton Park
PIN 1085.48

09/24/26

EXHIBIT D

GREENMAN-PEDERSEN, INC.

----- SUMMARY -----

Item IA, Direct Technical Salaries (estimated) subject to audit	\$	105,635
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)		
Item II, Direct Non- Salary Cost (estimated) subject to audit	\$	-
Item II Direct Non- Salary Cost (estimated) subject to audit (Sub-Contractor Cost) Testing	\$	15,000
Item III, Overhead (123%)	\$	129,931
Item IV Fixed Fee (10%)	\$	23,557
Item II, Direct Non- Salary Cost subject to audit (Sub-Consultant Cost Survey and Mapping (Assumed))		
Total Estimated Cost	\$	274,122
MAXIMUM AMOUNT PAYABLE	\$	275,000

JOB TITLE	GRADE	Task 8	Task 9	TOTAL HOURS	HOURLY RATE	DIRECT WAGES
		Construction Support	Construction Inspection			
Productive Principal	ASCE IX	0	0	0	\$135.97	\$0.00
Project Director	ASCE VIII	0	0	0	\$115.05	\$0.00
Principal Engineer	ASCE VII	0	0	0	\$99.36	\$0.00
Project Manager	ASCE VII	80	0	80	\$78.44	\$6,275.44
Geotechnical Engineer	ASCE VI	0	0	0	\$70.08	\$0.00
Senior Engineer	ASCE VI	0	0	0	\$76.35	\$0.00
Construction Supervisor	ASCE VI	0	0	0	\$89.95	\$0.00
Project Engineer	ASCE V	0	0	0	\$62.75	\$0.00
Engineer	ASCE IV	120	0	120	\$55.43	\$6,651.97
Design Engineer	ASCE III	0	0	0	\$48.11	\$0.00
Junior Engineer	ASCE III	0	0	0	\$40.79	\$0.00
Senior Environmental Scientist	N/A	0	0	0	\$69.03	\$0.00
Environmental Scientist	N/A	0	0	0	\$40.79	\$0.00
Senior Landscape Architect	N/A	0	25	25	\$89.95	\$2,248.70
Landscape Architect	N/A	0	125	125	\$61.71	\$7,713.56
GIS Specialist	N/A	0	0	0	\$50.20	\$0.00
Senior Planner	N/A	0	0	0	\$108.77	\$0.00
Planner	N/A	0	0	0	\$51.25	\$0.00
Senior Engineering Technician	NICET III	0	0	0	\$59.62	\$0.00
Engineering Technician	NICET II	0	0	0	\$47.07	\$0.00
CADD Operator	NICET II	0	0	0	\$43.93	\$0.00
Technician	NICET I	0	0	0	\$30.33	\$0.00
Senior Right-of-Way Specialist	N/A	0	0	0	\$63.80	\$0.00
Right-of-Way Specialist	N/A	0	0	0	\$56.48	\$0.00
Resident Engineer	NICET IV	0	1080	1080	\$67.90	\$73,332.00
Office Engineer/Sr. Inspector	NICET III	0	0	0	\$62.75	\$0.00
Construction Inspector	NICET III	0	0	0	\$57.52	\$0.00
Construction Inspector	NICET II	0	200	200	\$47.07	\$9,413.16
Construction Inspector	NICET I	0	0	0	\$36.61	\$0.00
TOTAL HOURS		200	1430	1630		
TOTAL DTL:		\$12,927.41	\$92,707.42		TOTAL DTL: \$	105,634.83
OVERHEAD:		\$15,900.71	\$114,030.13		OVERHEAD: \$	129,930.84
SUBCONSULTANT (SURVEY):					SUBCONSULTANT (TESTING):	\$15,000.00
SUBCONTRACTOR (PAVEMENT CORES):					SUBCONTRACTOR (PAVEMENT CORES):	
FIXED FEE:		\$2,882.81	\$20,673.76		FIXED FEE: \$	23,556.57
DIRECT EXPENSES:		\$0.00	\$0.00		DIRECT EXPENSES: \$	-
TOTAL FEE:		\$31,710.93	\$227,411.31		TOTAL FEE: \$	274,122.24
ROUNDED:		\$32,000.00	\$227,500.00			\$ 275,000.00



RESOLUTION

#16

PHILIP C. BARRETT
Supervisor

•

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

•

MARIO L. FANTINI
Councilman

Resolution No. ___ of 2026, a resolution creating the Project Advisory Committee for the Town of Clifton Park Community Trails Connectivity and Active Transportation Bike/Ped Network Plan Project and appointing the Committee.

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

WHEREAS, the Town Board authorized Toole Design to undertake a public planning process working closely with town staff and officials for active transportation and mobility throughout the Town of Clifton Park by Resolution on October 6, 2026; and

WHEREAS, this public planning project and process identifies the need for a Project Advisory Committee reflecting the Trails Subcommittee, the Open Space, Trails & Riverfront Committee, the Highway Safety Committee, the GREEN Committee, the Town's Climate Smart Committee, and trails and accessibility/mobility advocates; and

WHEREAS, it is important to ensure representation across various stakeholders, as there are many users of sidewalks, trails, paths and bicycle routes and there are likely those that may not be using the existing facilities today, and having a committee of community members in addition to relevant town staff will enable many perspectives in helping to conduct this community conversation and prepare a meaningful, comprehensive plan for the Town of Clifton Park; now, therefore, be it

RESOLVED, that the Town Board of the Town of Clifton Park hereby appoints the following volunteers and staff to a Project Advisory Committee for the Town of Clifton Park Community Trails Connectivity and Active Transportation Bike/Ped Network Plan Project limited to the duration of the term of the public planning project proposed for 2026-2027:

<u>Volunteers</u>	<u>Staff</u>
Ray Seymour	Dan Clemens
Gurinder Garcha	Dahn Bull
Andrew Neil	Megan Babendreier
Mary Anne Mariotti	Jen Viggiani
Lenny Casper	
Joanne Coons	
Diane Betzweiser	
Tenaya Bannon	
Scott Miller	
Bob O'Connell	

; and be it further

RESOLVED that this resolution shall take effect immediately.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, October 14, 2026 11:32 AM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #3521
Attachments: 218a91f0469bbb90
_Resolution_creating_the_Project_Advisory_Committee_for_the_Town_of_Clifton_Park_Community_Trails_Connectivity_and_Active_Transportation_Bike.docx

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

Department: Planning

Your Name: J. Viggiani

Your Email: jviggiani@cliftonpark.org

Sponsor: Mario Fantini / Zabed Manir

Agenda Session Date: 10/20/2026 ✓

Board Meeting Date: 10/20/2026 ✓

Alternate Date: 11/04/2026

Budget Number: NA

Budget Description: NA

Amount: NA

Brief Description: Create and appoint Project Advisory Committee for the Town of Clifton Park Trails Connectivity and Active Transportation Bike/Ped Network Plan project, for the duration of the project term, which is anticipated to be less than one year, for 2026-2027.

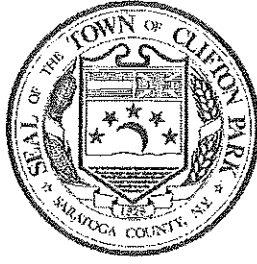
Additional Comments/Details: The potential candidates indicated via communications with the planning department that they would be interested in being considered in serving the community for this public planning project.

Supporting Documents:

[218a91f0469bbb90_Resolution_creating_the_Project_Advisory_Committee_for_the_Town_of_Clifton_Park_Community_Trails_Connectivity_and_Active_Transportation_Bike.docx](#)

Agree to Terms: Agree

[unsubscribe](#)



RESOLUTION

#17

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. _____ of 2026, a resolution authorizing the Supervisor to sign and execute an engineering proposal with Environmental Design Partnership, LLP (EDP) for professional services related to a culvert replacement project in the Riverview Preserve and to authorize a transfer from Contingency.

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

WHEREAS, Stormwater Management Officer, Scott Reese, has requested authority to retain EDP to produce engineering plans for removal of a failed culvert in the Riverview Preserve and installation of a new culvert, with site restoration and required erosion and sediment control measures included, and

WHEREAS, Mr. Reese notes this as a high-priority project as failure of the existing culvert could result in significant erosion, lowering of the pond water level in the Preserve and downstream sedimentation impacting areas leading to the Mohawk River, and

WHEREAS, Mr. Reese has received a proposal and recommends the board consider advancing a scope of services for professional engineering services from EDP, attached, to complete a limited topographic survey, wetland delineation and permitting and detailed design plans for the proposed aforementioned culvert project; now, therefore be it

RESOLVED, that the Town Supervisor is authorized to execute the attached professional engineering services proposal from Environmental Design Partnership, LLP (EDP) for the engineering design and stormwater permitting of a plan to remove and replace a failed culvert in the Riverview Preserve; and be it further

RESOLVED, that the total compensation for services and reimbursable expenses for EDP shall not exceed \$9,000 for said services without additional Town Board written authorization and approval; and be it further

RESOLVED, that said amount shall be paid from account A-7230-135 (General Fund – Riverview Preserve - Engineering), with a transfer from Contingency.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, October 14, 2026 4:19 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #3527
Attachments: 7f5ce14905ba56ff_proposal_10-14-2026.pdf; 76a42659e9d299a7_Collapsed_Culvert.jpg; 022aeae2d440fd57_River_View_Preserve_Pond.jpg

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

Department: Planning / Zoning

Your Name: Scott Reese

Your Email: sreese@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 10/20/2026 ✓

Board Meeting Date: 10/20/2026 ✓

Alternate Date: 11/03/2026

Budget Number: A-7230-135

Budget Description: From Contingency

Amount: \$9,000

Brief Description: The project includes producing engineering plans for a removal of a failed culvert, installation of a new culvert, site restoration, and required erosion and sediment control measures. The proposal includes wetland delineation, topographic mapping and NYSDEC permitting.

Additional Comments/Details: This culvert is in the Riverview Preserve (41-Acre Park).

This is a high-priority project, as failure of the existing culvert could result in significant erosion, lowering of the pond water level, and downstream sedimentation impacting areas leading to the Mohawk River.

Supporting Documents:

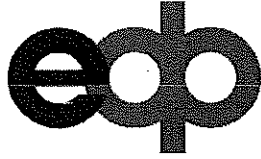
[7f5ce14905ba56ff_proposal_10-14-2026.pdf](#)

[76a42659e9d299a7_Collapsed_Culvert.jpg](#)

[022aeae2d440fd57_River_View_Preserve_Pond.jpg](#)

Agree to Terms: Agree

[unsubscribe](#)



**ENVIRONMENTAL DESIGN
PARTNERSHIP, LLP.**
Shaping the physical environment

900 Route 146 Clifton Park, NY 12065
(P) 518.371.7621 edpillp.com

October 14, 2026

Mr. Scott Reese
Stormwater Management Officer
Town of Clifton Park – Planning Department
1 Town Hall Plaza
Clifton Park, NY 12065

Regarding: Proposal for Professional Services
41-acre Riverview Road Park/Nature Preserve
Culvert Replacement
Riverview Road
Clifton Park, NY

Dear Mr. Reese:

The Environmental Design Partnership, LLP (EDP) is pleased to provide you this proposal for professional services associated with the 41-acre Town Park/nature preserve on Riverview Road. EDP's project understanding and associated scope of services are included below.

PROJECT UNDERSTANDING

It is EDP's understanding that an existing 18-inch corrugated metal culvert which conveys water from the large pond within the park to an existing swale is compromised and needs to be replaced. There is no available information regarding the invert elevation of the 18-inch corrugated metal pipe. As such, limited survey will be needed to capture that information. The replacement of the culvert will also require permitting with the New York State Department of Environmental Conservation (NYSDEC) as the surface waters are regulated.

EDP understands the Town intends to send this project out to three (3) contractors for pricing or utilize an existing contractor under contract with the sewer district given the small size of this project. As such, EDP has not included preparation of a Project Manual (specifications), nor has EDP included bid assistance. Should the Town of Clifton Park decide to competitively bid this project, EDP could provide those services under a supplemental agreement, if desired.

EDP proposes to complete the following scope of services:

SCOPE OF SERVICES

Task 1 – Limited Topographic Survey

EDP will obtain additional spot elevations and pipe invert elevations in the vicinity of the existing culvert. The additional information will be utilized to develop detailed permitting and grading plans for the project.

Task 2 – Wetland Delineation and Permitting

EDP will have a wetland specialist visit the project site with the New York State Department of Environmental Conservation (NYSDEC) to provide a Jurisdictional Determination (JD) for the aquatic resources. EDP anticipates completing and submitting a Joint Application for the culvert replacement to the United States Army Corps of Engineers (USACE) for a Nationwide Permit and to the NYSDEC for a General Permit.

Task 3 –Design Plans

EDP will prepare design plans and specifications for the proposed improvements. The plans are generally anticipated to include the following:

- Existing conditions plan;
- Removals plan;
- Site plan;
- Grading plan with culvert profile;
- Erosion and sediment control plan; and,
- Details.

Draft plans and specifications will be provided to the Town of Clifton Park for review and input. Once comments have been received and incorporated, final plans will be completed.

QUALIFICATIONS AND EXCLUSIONS

- Any and all plans or project documents provided to the Owner or Owner's Contractor prior to final municipal approval or agency review shall be considered preliminary and not to be used for construction or project budgeting. Only those plans bearing the signature and seal of the issuing professional and approving municipal entities shall be used for construction or project financing considerations.
- EDP has assumed the project will not be bid and EDP has not included preparation of a Project Manual and/or bid assistance.
- Any work not specifically included in the Scope of Services is excluded.

FEE

EDP proposes to complete the tasks listed above on an hourly basis in accordance with EDP's Charge-Out Rates in effect at the time services are rendered. A copy of our current rates is attached. For your planning and budgeting purposes, EDP recommends a budget of \$9,000 be established for the tasks listed above.

Billing statements will be mailed monthly for the percentage of work completed during the previous calendar month. Payment is requested within thirty (30) days of the billing date. A finance fee of 1.5 percent per month will be assessed on any balance not paid within thirty (30) days. Any disputed billings must be brought to the attention of EDP, in writing, within fourteen (14) days of the billing, otherwise it will be assumed that the billing statement is accurate and acceptable.

Mr. Scott Reese
October 14, 2026

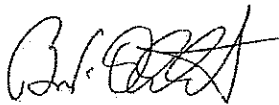
ENVIRONMENTAL DESIGN PARTNERSHIP, LLP.
Shaping the physical environment

The fee for professional consulting services may be adjusted by deletions or additions to the scope of work at your request.

If this proposal for professional consulting services is acceptable, please sign and return one copy to our office at your earliest convenience. Please contact us at (518) 371-7621 if you have any questions or require any additional information. Thank you for your consideration and we look forward to working with you on this project.

Very truly yours,

The Environmental Design Partnership, LLP



Brian P. Osterhout, P.E.

C: Billing Rates

Authorization to Proceed (Client Signature)

Date



**ENVIRONMENTAL DESIGN
PARTNERSHIP, LLP.**

Shaping the physical environment

900 New York 146 Clifton Park, NY 12065
(P) 518.371.7621 edpllp.com

**THE ENVIRONMENTAL DESIGN PARTNERSHIP, LLP.
HOURLY CHARGE-OUT RATES
AS OF
JANUARY 1, 2026**

Partner, P.E., L.A., P.L.S. \$200 to
\$260 per hour

P.E., L.A., P.L.S., PWS/CWB \$125 to
\$190 per hour

Project Engineer \$100 to
Project Landscape Architect \$130 per hour
Project Surveyor

Technician \$85 to
Assistant Design Professional \$150 per hour

Environmental Resource Specialist \$100 per hour

Survey Crew \$210 to
\$320 per hour

Survey Assistant..... \$90 to
\$110 per hour

Construction Inspection Services \$100 to
\$125 per hour

Secretarial/Bookkeeper \$85 to
\$95 per hour

Direct Costs:

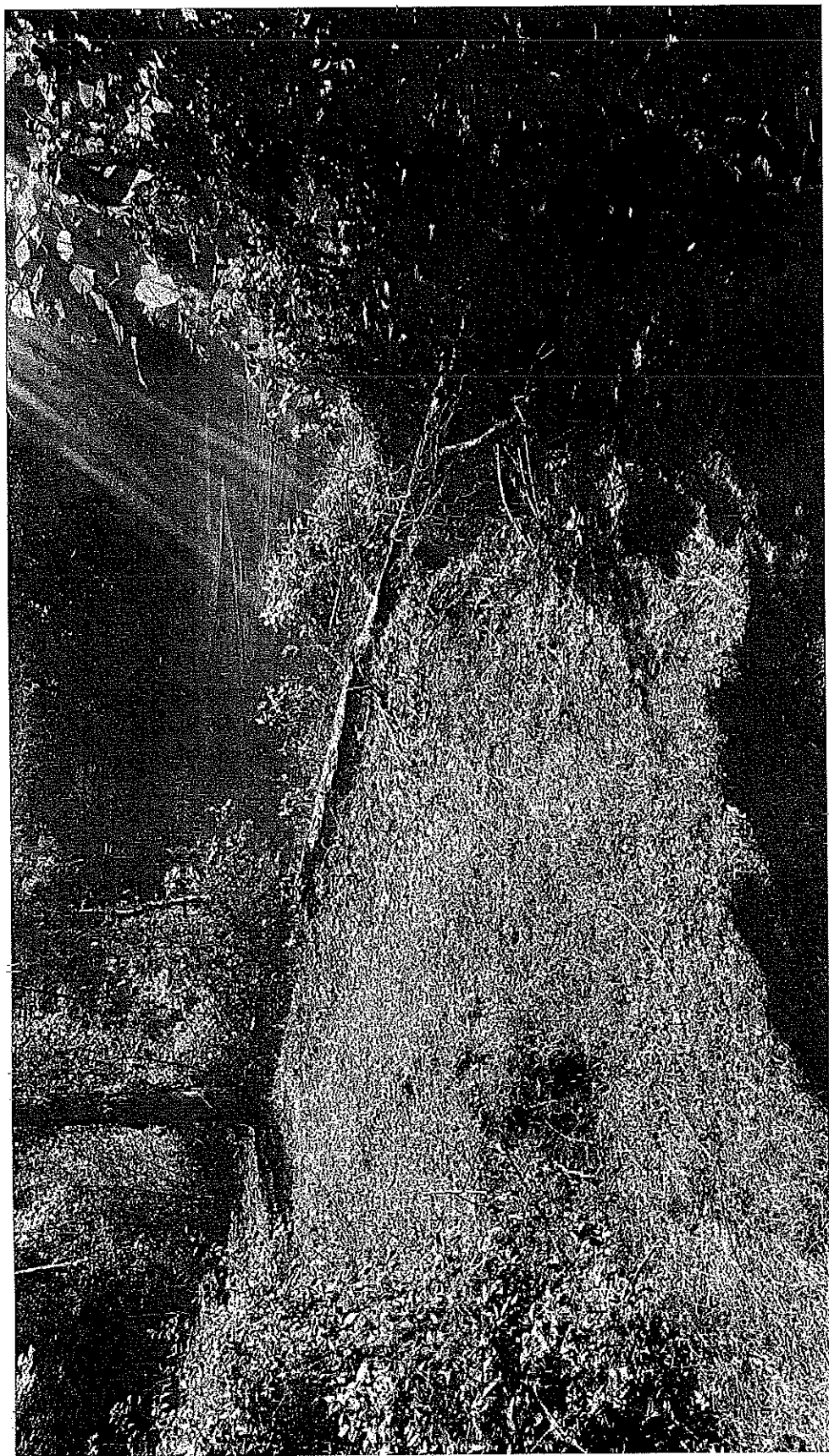
Aerial Photography Fee (drone) \$400 per flight

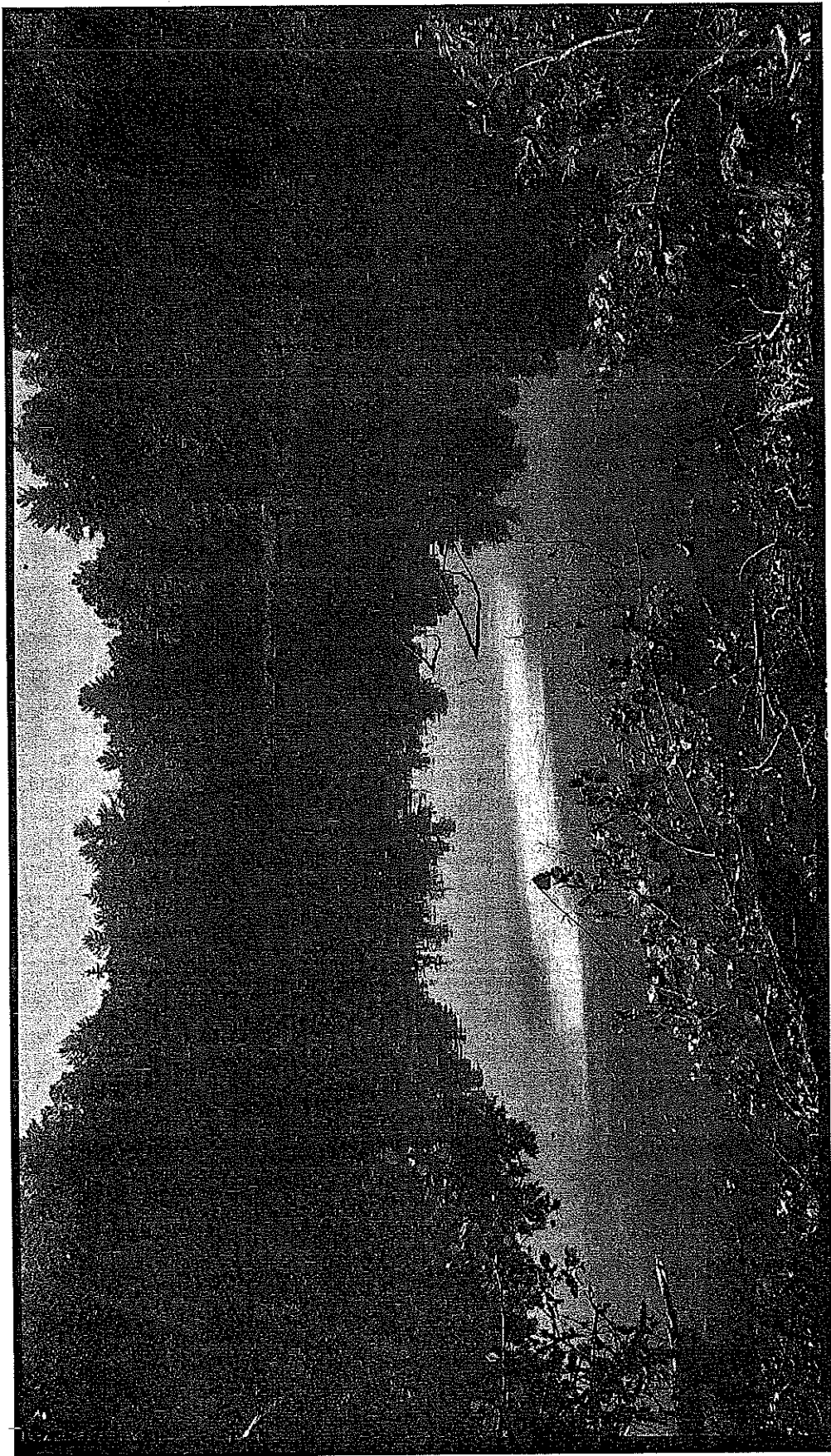
Aerial Survey Photogrammetry Fee (drone) \$365 per hour

Mileage \$0.70 per mile

Large format print charges – Black and White \$0.50 per sq ft

Color \$1.50 per sq ft







RESOLUTION

#18

PHILIP C. BARRETT
Supervisor

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

NANCY R. BELLAMY
Councilwoman

MARIO L. FANTINI
Councilman

Resolution No. _____ of 2026, a resolution authorizing the Supervisor to sign and execute an engineering proposal from KB Engineering, P.C. for professional services related to wetland permit technical assistance for the Barney Road Golf Course Storage Building project.

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

WHEREAS, Stormwater Management Officer, Scott Reese, has requested authority to retain KB Engineering, P.C. for professional services related to freshwater wetlands permit technical assistance for the Barney Road Golf Course Storage Building project, including permit application submission to NYSDEC on behalf of the Town, and

WHEREAS, Mr. Reese has received a proposal and recommends the board consider advancing a scope of services for professional engineering services from KB Engineering, P.C., attached, related to the aforementioned project; now, therefore be it

RESOLVED, that the Town Supervisor is authorized to execute the attached professional engineering services proposal from KB. Engineering, P.C. for professional services related to freshwater wetland permit technical assistance for the Barney Road Golf Course Storage Building project; and be it further

RESOLVED, that the total compensation for services and reimbursable expenses for KB Engineering, P.C. shall not exceed \$5,000 for said services without additional Town Board written authorization and approval; and be it further

RESOLVED, that said amount shall be paid from account A-7190-200 (General Fund – Barney Road Golf Course - Equipment).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, October 14, 2026 4:45 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabeed Manir; Agatha Reid; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #3528
Attachments: 8512d9e0049dfdb8_Golf_Course_Maintenance_Building_Wetland_Proposal.pdf; 38fe687f7ab1fbf6_Golf_Maintenance_Base_S2.pdf

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

Department: Planning / Zoning

Your Name: Scott Reese

Your Email: sreese@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 10/20/2026 ✓

Board Meeting Date: 10/20/2026 ✓

Alternate Date: 11/03/2026

Budget Number: A-7190-200

Budget Description: Equipment

Amount: \$5,000

Brief Description: Proposal for professional engineering services related to the freshwater wetland permit technical assistance for the Barney Road Golf Course Storage Building Project.

Additional Comments/Details: N/A

Supporting Documents:

[8512d9e0049dfdb8_Golf_Course_Maintenance_Building_Wetland_Proposal.pdf](#)

[38fe687f7ab1fbf6_Golf_Maintenance_Base_S2.pdf](#)

Agree to Terms: Agree

[unsubscribe](#)

KB Engineering, P.C.

KB Engineering, P.C.
100 Great Oaks Boulevard, Suite 114
Albany, NY 12203
P: 1.518.348.7880

October 15, 2026

Mr. Scott Reese
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065

**Re: Town of Clifton Park
Barney Road Golf Course Storage Building
Freshwater Wetlands Permit Technical Assistance
Proposal for Engineering Services**

Dear Mr. Reese:

KB Engineering, P.C. (KB Engineering) is pleased to present this proposal for professional engineering services related to the freshwater wetlands permit technical assistance for the Barney Road Golf Course Storage Building Project. We understand that the initial freshwater wetlands permit was submitted by the Town to NYSDEC, and the application was deemed incomplete. We will assist with the technical aspects of the application, related technical forms, and required attachments to make sure the next submission is complete.

A. Base Services

KB Engineering will perform the following tasks below including:

1. KB Engineering will coordinate the wetland field work being performed by Gilbert Van Guilder, PLS.
2. KB Engineering will assist the Town with the technical aspects of the freshwater wetlands permit.
3. KB Engineering will assist the Town with the related technical forms and required attachments for the freshwater wetlands permit.
4. KB Engineering will assist the Town with future NYSDEC comments that need addressing.

B. Fee

For the services described in this proposal, KB Engineering proposes to complete the work for a not to exceed fee of **\$5,000.00**, billed monthly on an hourly basis plus expenses.

C. Exceptions and Limitations

This proposal does not include any required permit fees, wetland delineation, survey, mapping, design, construction administration, and construction inspection.

D. Additional Services

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

E. Access to Client Facilities.

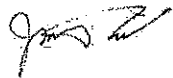
In providing the Services, KB Engineering may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide KB Engineering in advance of the commencement of the affected Services with a copy of Client's safety, security,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

F. Terms & Conditions

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

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

Sincerely,
KB Engineering, P.C.



Jeffrey Trzeciak, P.E.
Senior Project Manager II

Enclosure: Standard Terms & Conditions

AGREED TO BY TOWN OF CLIFTON PARK:

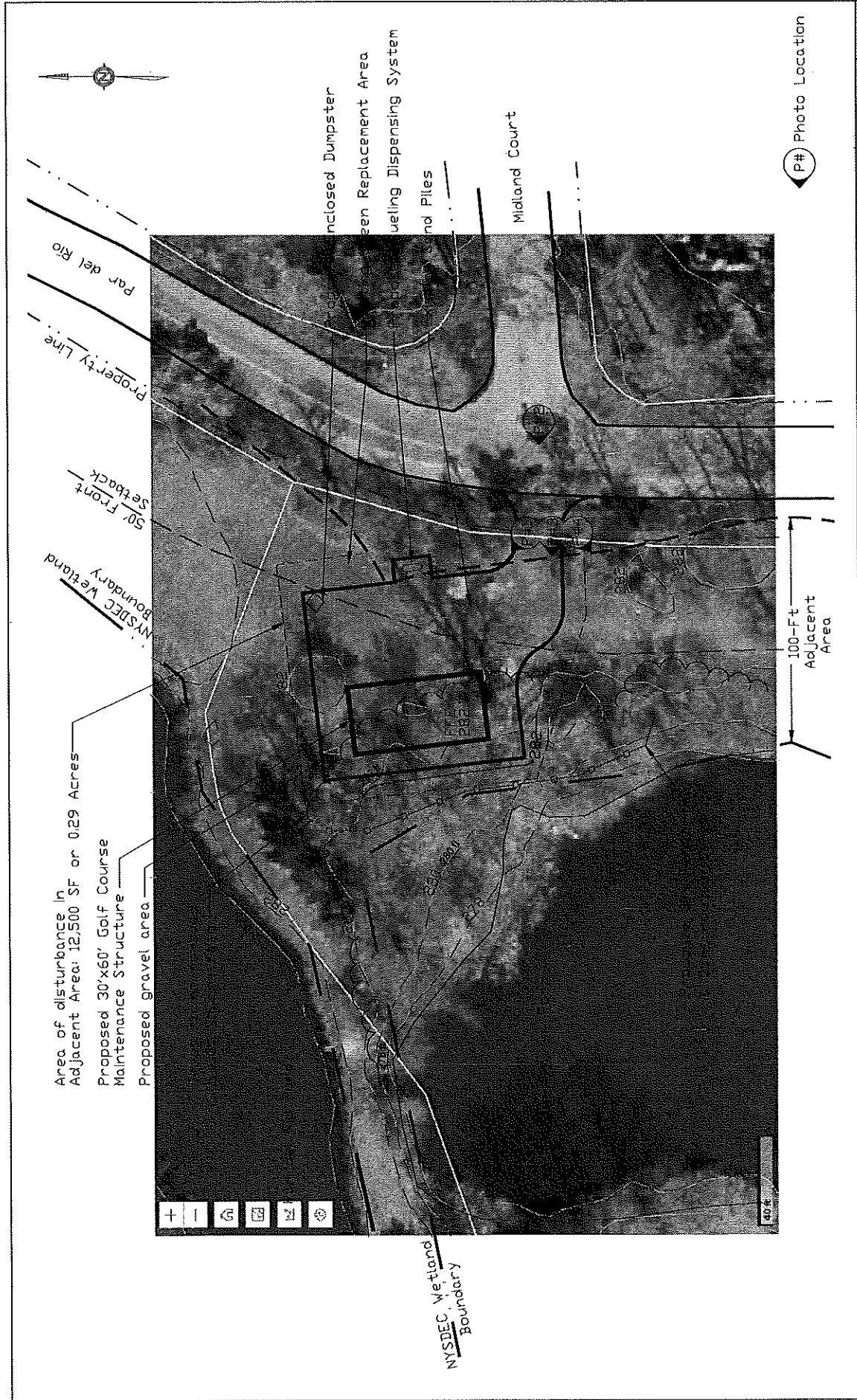
DATE:

AGREED TO BY KB ENGINEERING, P.C.:

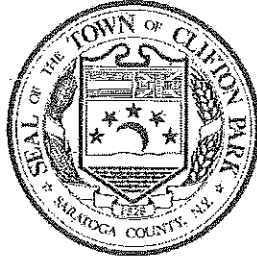


Kumar Buvanendaran, President & CEO

DATE: 10/15/2026



Client: <i>Town of Clifton Park 1 Town Hall Plaza Clifton Park NY 12065</i>	Project: CLIFTON PARK GOLF COURSE MAINTENANCE BUILDING	Revised:	Title: NYSDEC Adjacent Area Disturbance		Sheet # S2	
		Revised:	Date: 2-12-2026	Scale: 1" = 40'		
		Revised:	Designed By:	Drawn By:		Checked By:
		Project #	Revised:			



RESOLUTION

#19

PHILIP C. BARRETT
Supervisor

•

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

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MARIO L. FANTINI
Councilman

Resolution No. __ of 2026, a resolution to authorize professional planning services to update the solar zoning working with the Solar Energy Steering Committee and the Town of Clifton Park.

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

WHEREAS, Resolution No. 149 of 2026, established a six-month moratorium on the review and approval of Tier 2 and Tier 3 Solar Energy System applications; and

WHEREAS Resolution No. 229 of 2026, established a Solar Energy System Committee, and

WHEREAS, the Solar Energy System Committee with town staff has held two (2) meetings, and at its October 7th meeting discussed the need for a consultant to assist in conducting the necessary analysis of town codes, regulations, zoning districts, previous plans, model solar regulations, applicable case law and regulatory trends related to municipal solar project permitting, GIS data analysis as is relevant, conducting a public survey, developing recommendations for revised Tier 2 and Tier 3 solar energy system regulation, and preparing draft zoning amendments and regulations, and support at meetings; and

WHEREAS, consultant team of Stephanie Siciliano, Senior Planner/GIS Specialist and Ed Snyder, Principal, from Greenman-Pedersen, Inc. prepared a scope of services and fee in a proposal dated October 14, 2026, for \$28,500, for consideration; now, therefore, be it

RESOLVED, that the Town Board authorizes the Town Supervisor to sign a contract with Greenman-Pedersen, Inc. to conduct the services outlined in the October 14, 2026 scope, in an amount not to exceed \$28,500, to be paid with a transfer from Unassigned Fund Balance (A-00914) to A-01440-00135 (General Fund – Engineering – Engineering).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, October 15, 2026 9:13 AM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #3531
Attachments: f8b0e6711952aee6_Solar_Zoning_Update_Proposal.pdf

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

Department: Planning

Your Name: J.Viggiani

Your Email: jviggiani@cliftonpark.org

Sponsor: A. Reid

Agenda Session Date: 10/20/2026 ✓

Board Meeting Date: 10/20/2026 ✓

Alternate Date: 11/04/2026

Budget Number: A

Budget Description: professional services for zoning code update

Amount: \$28,500

Brief Description: Resolution to authorize professional services for updating solar zoning code on behalf of town board, working with Solar Energy Systems Committee and town staff.

Additional Comments/Details: Committee discussed the assistance of consultant support at its two meetings, including the last meeting held Oct. 7, 2026.

Supporting Documents:

[f8b0e6711952aee6_Solar_Zoning_Update_Proposal.pdf](#)

Agree to Terms: Agree

[unsubscribe](#)

Resolution No. 149 of 2026, a resolution enacting a six-month moratorium on the review and approval of Tier 2 and Tier 3 Solar Energy System applications.

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

WHEREAS, Chapter 208 of the Town of Clifton Park Zoning Code establishes zoning regulations, including procedures for the review of special use permits (Article XIV) and site plan approval (Article XVI), which are applicable to Tier 2 and Tier 3 solar energy systems; and

WHEREAS, recent increases in the number and scale of Tier 2 and Tier 3 solar energy system proposals have raised concerns regarding the cumulative impact of continued solar development on Clifton Park's agricultural lands, including prime farmland and farmland of statewide importance; and

WHEREAS, farmers and agricultural property owners in the Town have reported growing pressure from solar developers seeking long-term land leases for large-scale solar installations, which may accelerate the conversion of agricultural lands away from active production; and

WHEREAS, the Town of Clifton Park has prepared a draft Agriculture and Farmland Protection Plan, soon to be adopted and incorporated into the Town's Comprehensive Plan, which identifies farmland protection, preservation of agricultural viability, and the minimization of non-agricultural encroachment as core policy objectives; and

WHEREAS, the Town Board finds it necessary to temporarily pause the acceptance, review, and approval of all new Tier 2 and Tier 3 solar energy system applications in order to fully evaluate their potential impacts on agricultural resources, community character, land-use compatibility, and long-term capacity build-out; and

WHEREAS, this temporary moratorium will enable the Town to conduct a comprehensive review of existing zoning, siting criteria, screening standards, environmental review procedures, and farmland-protection measures applicable to Tier 2 and Tier 3 solar energy systems; now, therefore, be it

RESOLVED, that Local Law No. ____ of 2026 is hereby adopted by the Town of Clifton Park to enact a temporary six (6) month moratorium on the filing, acceptance, processing, review, or approval of any new applications for Tier 2 or Tier 3 solar energy systems, as defined in Chapter 208 of the Town Code; and

RESOLVED, that this moratorium shall apply to all applications requiring special use permits pursuant to § 208-79 and all applications requiring site plan approval pursuant to § 208-113, regardless of zoning district; and

RESOLVED, that during the moratorium period, no Board, Department, or official of the Town of Clifton Park shall accept, process, or take action on any application, petition, or request

that would authorize or permit the establishment, expansion, or construction of a Tier 2 or Tier 3 solar energy system; and

RESOLVED, that the Town Board, Planning Board, and Planning Department shall use this moratorium period to undertake a comprehensive review of solar siting standards, agricultural protection measures, cumulative development thresholds, and alignment with the draft Agriculture and Farmland Protection Plan; and

RESOLVED, that the Town reserves the right to extend this moratorium for additional periods should further study be required; and

RESOLVED, that this resolution shall take effect immediately upon its adoption

MOTION to table the resolution by Councilwoman Bellamy, seconded by Councilman Fantini.

ROLL CALL VOTE ON THE MOTION TO TABLE

Ayes: Councilwoman Bellamy, Councilman Fantini, Councilman Manir

Noes: Councilwoman Reid, Supervisor Barrett

MOTION TABLED

May 5, 2026

Caitlin Fantini, Town Clerk

Resolution No. 229 of 2026, a resolution in connection with establishing a Solar Energy System Steering Committee.

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

WHEREAS Resolution No. 149 of 2026, established a six-month moratorium on the review and approval of Tier 2 and Tier 3 Solar Energy System applications; and

WHEREAS, the Town Board found it necessary to temporarily pause the acceptance, review, and approval of all new Tier 2 and Tier 3 solar energy system applications in order to fully evaluate their potential impacts on agricultural resources, community character, land-use compatibility, and long-term capacity build-out; and

WHEREAS, this temporary moratorium enables the Town to conduct a comprehensive review of existing zoning, siting criteria, screening standards, environmental review procedures, and farmland-protection measures applicable to Tier 2 and Tier 3 solar energy systems; and

WHEREAS the Town of Clifton Park desires to ensure that our Solar zoning regulations balance the benefits of renewable energy systems with the community's desire to preserve the environmental health, quality of life, visual and aesthetic appeal, and agricultural sustainability of the community, and maintain a harmonious relationship between zoning districts and permitted uses; and

WHEREAS the Town has an obligation to preserve and protect the public health, welfare, and safety of its residents; and

WHEREAS there is a need to establish a committee to review all aspects of Solar Energy Systems and undertake a comprehensive review of solar siting standards, agricultural protection measures, cumulative development thresholds, and alignment with the Agriculture and Farmland Protection Plan, and to propose revisions to the regulations governing these systems; now, therefore, be it

RESOLVED that the Town of Clifton Park hereby establishes a Solar Energy System Steering Committee, and the committee members are as follows:

Council Members, Agatha Reid and Nancy Bellamy
John Scavo, Director of the Clifton Park Planning Department
Jen Viggiani, Open Space Coordinator
Scott Reese, Zoning Administrator
Daniel Clemens, Director of Clifton Park Buildings and Grounds.
John DeSimone, Clifton Park Chief, Bureau of Fire Prevention
Daniel Mathias, Chairperson of Environmental Conservation Commission
David Miller, Chairperson of Open Space, Trails and Riverfront Committee
Michael Murphy, Representative to the Jonesville Fire Department
Kurt Swartz, Liaison to the Agricultural and Farmland Protection Committee
Linda Seymour, Chairwoman of the Historic Preservation Commission
Joanne Coons, Liaison to the Green Committee
Katelyn O'Leary-Schweitzer, Subject Matter Expert Advisor Member

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

July 21, 2026

Caitlin Fantini, Town Clerk

October 14, 2026

Jennifer Viggiani, Open Space Coordinator
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065

RE: Proposal for Updating Solar Regulations
Town of Clifton Park, Saratoga County, NY

Dear Mrs. Viggiani:

The Town has recently established a moratorium on the review or determination of ground mounted solar facilities that are above 25 Kilowatts of capacity which are allowed to be constructed within the Conservation Residential, R-1, R-3, Hamlet Residential and Hamlet/Mixed Use Residential Zones. The Town would like to update the existing community solar regulations. Our proposed scope of services is as follows:

Scope of Services:

Task 1: Conduct a comprehensive review of the Town's existing solar energy regulations, zoning districts, Comprehensive Plan WGEIS, and other applicable local land use regulations pertaining to Tier 2 and Tier 3 Solar Energy Systems. Review recent updates to New York State guidance, model solar regulations, and applicable case law and regulatory trends affecting municipal solar permitting. Determine available GIS information for the Town.

Task 2: Compile and evaluate available GIS datasets and prepare a series of base maps illustrating environmental and land use constraints that may influence future solar development. Mapping may include, as available:

- Agricultural districts and prime farmland soils
- NYS Freshwater Wetlands and federal wetlands
- Hydric soils
- Soil Groups 1-4
- Conservation lands and protected open space
- Existing solar facilities
- Floodplains and water resources
- Existing zoning districts

Prepare GIS exhibits suitable for use in evaluating potential siting standards and incorporation into future planning documents.

Task 3: Prepare a community survey for distribution by the Town to solicit public input regarding future solar development. Survey questions will be developed by the solar advisory committee, Town staff and assistance by GPI. Questions may address community preferences related to location, screening, environmental protection, agricultural land preservation, visual impacts, and other relevant considerations.

Survey results will be summarized and distributed to the solar advisory committee and utilized during preparation of draft regulations.

Task 4: Develop recommendations for revised Tier 2 and Tier 3 Solar Energy System regulations, including but not limited to:

- Definition edits
- Permitted and special permit locations
- Development of standards and dimensional requirements, including setbacks
- Lot coverage limitations
- Agricultural land protection measures
- Wetland and environmental resource buffers
- Visual impact mitigation
- Landscaping and screening requirements
- Glare analysis requirements
- Decommissioning requirements
- Application requirements and submission standards
- Operations and maintenance requirements
- Financial security and decommissioning bonding provisions

Task 5: Prepare draft zoning amendments for Tier 2 and Tier 3 Solar Energy Systems based upon Town comments and stakeholder input. Draft regulations will be provided in Microsoft Word format to facilitate Town review and comment. One review cycle is included.

Task 6: Revise the draft regulations based on Town comments and prepare a pre-final version of the proposed solar regulations suitable for advancement through the Town's local adoption process.

Task 7: Attend up to two meetings (virtual or in-person) with Town staff, the Planning Board, Town Board, or other designated stakeholders to present findings, discuss recommendations, and obtain feedback on the proposed regulations.

Fee:

GPI proposes to provide all the services stated above for a lump sum fee of \$28,500.00.

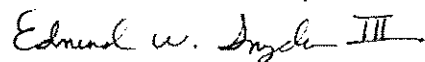
Rate Schedule:

Principal Engineer	\$ 275.00/hour
Senior Planner/GIS Specialist	\$130.00/hour

Please feel free to contact me at (518) 898-9545 or email esnyder@gpinet.com if you have any questions.

Sincerely,

GREENMAN-PEDERSEN, INC.



Edmund W. Snyder III, P.E.

Vice President



RESOLUTION

#20

PHILIP C. BARRETT
Supervisor

•

AGATHA REID
Councilwoman

ZABED MANIR
Councilman

•

NANCY R. BELLAMY
Councilwoman

•

MARIO L. FANTINI
Councilman

Resolution No. of 2026, a resolution awarding the contract to PennGriff Construction, Inc. for roofing repairs at the Highway Department Salt Storage Shed.

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

WHEREAS, quotes were received for the repair work necessary for the Salt Storage Shed roof, and

WHEREAS, PennGriff Construction, Inc., of Waterford, New York, submitted the lowest conforming quote for the work as a lump sum bid, and

WHEREAS, engineers of KB Engineering, P.C., recommends the retention of PennGriff Construction, Inc., on the basis of their bid of \$71,800.00; now, therefore, be it

RESOLVED, the Town of Clifton Park is authorized to retain PennGriff Construction, Inc. for repair work at the Clifton park Highway Department Salt Storage Shed for the bid amount of \$71,800.00, and be it further,

RESOLVED, that Dahn Bull, Superintendent of Highways, continue working with KB Engineering, P.C., and PennGriff Construction, Inc., through the duration of the roof repairs; and be it further.

RESOLVED, that the Comptroller is authorized to transfer from Unassigned Fund Balance (A-00914) to A-05132-00200 (General Fund – Highway Garage – Equipment).

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, October 14, 2026 11:50 AM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; Christine Pagnello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; Megan Babendreier
Subject: New Resolution Request #3523
Attachments: 171d687bd6f63220_Penngriff-3.pdf; 569858fff5ae2e00_Bid_Opening_Sheet_C1-1.pdf; fbd1a41099b1e811_C1_Recommendation_of_Award_10.14.26-1.pdf

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

Department: Highway Department

Your Name: Dahn Bull

Your Email: dbull@cliftonpark.org

Sponsor: D. Bull

Agenda Session Date: 10/20/2026 ✓

Board Meeting Date: 10/20/2026 ✓

Alternate Date: 11/04/2026

Budget Number: A-914

Budget Description: Town Fund Balance

Amount: \$71,800.00

Brief Description: A Resolution hiring PennGriff Construction, Inc. of Waterford, New York to perform repairs on the roof of the Highway Department Salt Shed.

Resolution No. of 2026, a resolution awarding the contract to PennGriff Construction, Inc. for roofing repairs at the Highway Department Salt Storage Shed.

Introduced by Councilman , who moved its adoption, seconded by Council :

WHEREAS, quotes were received for the repair work necessary for the Salt Storage Shed roof, and

WHEREAS, PennGriff Construction, Inc., of Waterford, New York, submitted the lowest conforming quote for the work as a lump sum bid, and

WHEREAS, engineers of KB Engineering, P.C., recommends the retention of PennGriff Construction, Inc., on the basis of their bid of \$71,800.00; now, therefore, be it

RESOLVED, the Town of Clifton Park is authorized to retain PennGriff Construction, Inc. for repair work at the Clifton park Highway Department Salt Storage Shed for the bid amount of \$71,800.00, and be it further,

RESOLVED, that Dahn Bull, Superintendent of Highways, continue working with KB Engineering, P.C., and PennGriff Construction, Inc., through the duration of the roof repairs.

Additional Comments/Details: None at this time

Supporting Documents:

[171d687bd6f63220_Penngriff-3.pdf](#)

[569858fff5ae2e00_Bid_Opening_Sheet_C1-1.pdf](#)

[fbd1a41099b1e811_C1_Recommendation_of_Award_10.14.26-1.pdf](#)

Agree to Terms: Agree

[unsubscribe](#)

00300
Bid Form

For: Town of Clifton Park
Salt Storage Building Emergency Repairs

From: PennGriff Construction, Inc.
(Name of Bidder)

Date Bid Submitted: 10/19/26

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and finish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bidding Documents including Addenda. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.

BIDDER has studied carefully all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions, in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in 4.02 of the General Conditions. BIDDER accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely as provided in 4.02 of the General Conditions. BIDDER acknowledges that such reports and drawings are not contract documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown, or indicated, in the bidding documents with respect to underground facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for the performance and furnishing of the work in accordance with the times, price and other terms and conditions of the contract documents.

BIDDER agrees that the Work will be substantially completed and ready for final payment in accordance with 14.04 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

BIDDER is aware of the general nature of work to be performed by OWNER and others at the site that relates to work for which this Bid is submitted as indicated in the contract documents.

BIDDER has correlated the information known to BIDDER. Information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.

BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this Bid is submitted.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

If the undersigned fails to execute the contract and furnish a satisfactory bond as stated in the foregoing Notice to Bidders, within ten days from the date of notification of the awarding of the contract, the OWNER may, at its option, determine that the undersigned has forfeited the contract and the certified check or bid bond accompanying this proposal shall be invoked as liquidated damages for such failure; otherwise it shall be returned to the undersigned.

1. SALT STORAGE BUILDING EMERGENCY REPAIRS - LUMP SUM BID AMOUNT

For work of this contract, the BIDDER proposes to perform the work required in accordance with contract documents, complete, for the lump sum price of:

Bid Item No.	Description	Lump Sum \$ Amount
1.	Salt Storage Building Emergency Repairs as specified in Contract.	61,800.00
2.	Allowance No. 1: For unforeseen repairs as specified in Contract.	\$10,000
	Lump Sum Total (Sum Item Nos. 1 thru 2)	71,800.00

Total Lump Sum Bid Amount (written in words):

Seventy One thousand eight hundred Dollars and 00 Cents.

2. Bid Deposit

In accordance with the conditions established in the foregoing Notice to Bidders, attached is a certified check or bid bond drawn on

Bid Bond 5%

for the sum of 5% of the total maximum bid amount or

\$ _____

3. Acknowledgment of Receipt of Addenda

Addenda #	Date	Contractor's Signature
none	_____	_____
_____	_____	_____
_____	_____	_____

4. Address/Telephone and Telefax Number for Communications Regarding Bid

Name: Alan Pennick

Address: 89 Grace St Waterford, NY 12188

Telephone: 518-817-1565 Telefax: _____

5. Noncollusion Affidavit Signed (Section 00480)

K Yes _____ No

6. Bidder's Signature

If Bidder is an Individual:

If Bidder is a Partnership:

By: _____
(signature)

(print or type name (and title if applicable))
DBA: _____
Address: _____

Phone: _____

(print or type firm name)
By: _____
(signature of General Partner)

(print or type name & title)
Address: _____

Phone: _____

If Bidder is a Corporation:

PennGriff Construction Inc.
(print or type corporate name)
By: [Signature]
(signature of President or Vice President)
Attest _____
(signature by corp. secretary/asst. secretary)
Address: _____

NY
(state of incorporation)
Alan Pennick - President
(print or type name & title)
(Corporate Seal)

(print or type name & title)
Phone: _____

TRACI PENNICK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PE0054036
Qualified in Saratoga County
Commission Expires Sept. 3, 2030

Oct. 8. 2026
Traci Pennick

00480
Noncollusion Affidavit

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

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

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

such bid is genuine and not collusive or sham;

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

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

all statements contained in such bid are true;

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

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

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

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

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

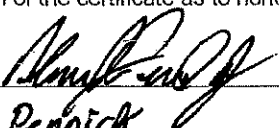
Signature :

Print Name:

Title

Business Address of Bidder

Dated:



Alan Pennick

President

PennGriff Construction Inc.

89 Grace St., Watertford, NY 12188

10/9/26

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Penngriff Construction, Inc.
89 Grace Street
Waterford, New York 12188

SURETY:

(Name, legal status and principal place of business)

Old Republic Insurance Company
631 Excel Drive
Mt. Pleasant, Pennsylvania 15666

OWNER:

(Name, legal status and address)
Town of Clifton Park
One Town Hall Plaza
Clifton Park, New York 12065

BOND AMOUNT: Five Percent of the Attached Bid (5%)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

PROJECT:

(Name, location or address, and Project number, if any)

Salt Storage Building Emergency Repairs, Contract No. 1 -
General Construction, Project No. 261779-000R

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

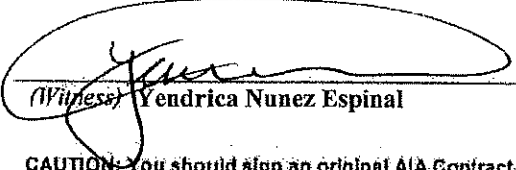
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

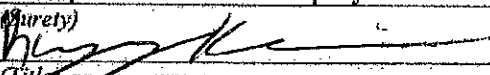
Signed and sealed this 6th day of October, 2026


(Witness)

Penngriff Construction, Inc.
(Principal)  (Seal)

(Title) Alan Pennick, President
Old Republic Insurance Company


(Witness) Yendrica Nunez Espinal

(Surety)  (Seal)
(Title) Kayley Klinkel, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same in his individual capacity.

Notary Public

COPARTNERSHIP

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

CORPORATE

STATE OF New York }
COUNTY OF _____ } ss

On this 6th day of October, 2026, before me personally appeared Alan Pennick to me known, who, being by me first duly sworn, did depose and say that he/she resides in _____; that he/she is the President of Penngriff Construction, Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

Traci Pennick
Notary Public Oct-8-2026

SURETY

STATE OF NEW YORK }
COUNTY OF ALBANY } ss

TRACI PENNICK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PE0054036
Qualified in Saratoga County
Commission Expires Sept. 3, 2030

I, Yendrica Nunez Espinal Notary Public of Albany County, in the State of New York do hereby certify that Kayley Klinkel Attorney-in-Fact, of the Old Republic Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Old Republic Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Latham in said County, this 6th day of October, A.D. 2026.

Yendrica Nunez Espinal
Notary Public, State of New York
Qualified in Albany County
No. 01NU0044164
Commission Expires 11/26/2029

OLD REPUBLIC INSURANCE COMPANY
OF MT. PLEASANT, PENNSYLVANIA

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2025

ADMITTED ASSETS

Bonds	\$2,443,230,772
Common stocks	592,101,667
Cash, cash equivalents and short-term investments	171,818,648
Receivable for securities	0
Bonds, short-term investments and cash held under retrospective rating agreements	116,207,735
Premiums and considerations -- uncollected premiums and agents' balances in the course of collection	860,193,258
Deferred premiums, agents' balances and installments booked but deferred and not yet due	6,636,591
Accrued retrospective premiums	229,218
Funds held by or deposited with reinsured companies	1,770,409
Other amounts receivable under reinsurance contracts	7,559,171
Amounts recoverable from reinsurers	171,110,808
Electronic data processing equipment and software	665,803
Investment income due and accrued	27,679,643
Current federal and foreign income tax recoverable and interest	0
Receivables from parent, subsidiaries and affiliates	43,753,592
Other assets	6,088,192
TOTAL ADMITTED ASSETS	\$4,449,045,607

LIABILITIES AND SURPLUS

Losses	\$1,314,365,476
Reinsurance payable on paid losses and loss adjustment expenses	8,167,194
Loss adjustment expenses	213,027,406
Commissions payable, contingent commissions and other similar charges	10,506,861
Other expenses (excluding taxes, licenses and fees)	31,793,504
Taxes, licenses and fees (excluding federal income taxes)	64,513,876
Current federal income taxes	9,087,498
Net deferred tax liability	7,710,586
Unearned premiums	361,344,333
Dividends declared and unpaid - policyholders	0
Advance premium	123,064
Ceded reinsurance premiums payable (net of ceding commissions)	641,708,561
Funds held by company under reinsurance treaties	105,980,491
Amounts withheld or retained by company for account of others	135,797,017
Remittances and items not allocated	26,097,426
Provision for reinsurance	67,329,059
Payable to parent, subsidiaries and affiliates	32,896,320
Other liabilities	15,715,455
TOTAL LIABILITIES	\$3,046,164,127
Common capital stock	3,800,004
Surplus notes	155,000,000
Gross paid in and contributed surplus	103,659,422
Unassigned funds (surplus)	1,140,212,054
SURPLUS AS REGARDS POLICYHOLDERS	\$1,402,881,480
TOTAL LIABILITIES AND SURPLUS	\$4,449,045,607

Securities carried at \$484,251,845 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN)

)SS

COUNTY OF WAUKESHA)

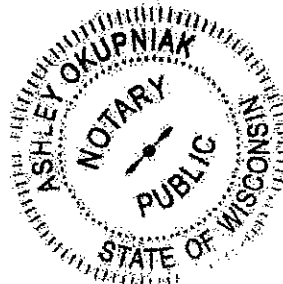
Steven R. Denault, Vice President, and Kevin J. Abitz, Vice President of Old Republic Insurance Company of Mt. Pleasant, Pennsylvania being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2025, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2025, according to the best of their information, knowledge and belief, respectively.

Steven R. Denault
Steven R. Denault, Vice President

Kevin J. Abitz
Kevin J. Abitz, Vice President

Sworn to and subscribed before me this 20th day of March, 2026.

Ashley Okupniak
Notary Public, State of Wisconsin
My Commission expires: August 23, 2028





OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

JAYMIE P. COLUMBUS, MICHAEL J. GRASSO, KIMBERLY RITCHIE, KAYLEY KLINKEL of LATHAM, NY

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 17th day of November, 2025.


Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY


Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 17th day of November, 2025, personally came before me, Alan Pavlic and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.




Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

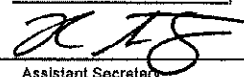
CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 6th day of October, 2026.


Assistant Secretary

72-5020

ORSC 11008 (6-93)

ARTHUR J GALLAGHER RISK MGMT

TOWN OF CLIFTON PARK
SALT STORAGE BUILDING EMERGENCY REPAIRS
CONTRACT NO. 1 - GENERAL CONSTRUCTION

CONTRACTOR'S NAME	BID AMOUNT
Borderline Excavating & Fence	\$255,500
Penngriff Construction Inc.	\$71,800
WM. J Keller & Sons Construction Corp.	\$117,581

October 14, 2026

Mr. Philip Barrett, Town Supervisor
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065

**Re: Town of Clifton Park
Salt Storage Building Emergency Repairs Project
Contract No. 1 – General Construction
Recommendation of Award**

Dear Supervisor Barrett:

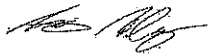
Sealed bids were publicly opened for the Salt Storage Building Emergency Repairs Project on Friday, October 9, 2026. The bid results for Contract No. 1 – General Construction are shown in the table below:

<u>Contractor</u>	<u>Bid Amount</u>
PennGriff Construction, Inc.	\$71,800 ✱
WM J. Keller & Sons Construction Corp.	\$117,581
Borderline Excavating & Fence	\$255,500

The apparent low bidder is PennGriff Construction, Inc. located in Waterford, New York. We have checked their recent references, and they are all very good. They are qualified to perform the work for which they bid. The bid amount is reasonable for the scope of work involved, in our opinion.

We therefore recommend that the Town award the Contract No. 1 – General Construction for the Salt Storage Building Emergency Repairs Project to PennGriff Construction, Inc. in the amount of \$71,800.

Sincerely,
KB Engineering, P.C.



Brett Newberry, P.E.
Senior Project Engineer

cc: Dahn Bull, Highway Superintendent
Caitlin Fantini, Town Clerk



RESOLUTION

#21

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 Superintendent of Highways to hire Justin Rogers as a Motor Equipment Operators in the Highway Department.

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

WHEREAS, there is a vacancy within the Highway Department for Motor Equipment Operator, and,

WHEREAS, Superintendent of Highways, Dahn Bull, has recommended the hiring of the following individual:

<u>Name</u>	<u>License Type</u>	<u>Residence</u>
Justin O. Rogers	CDL A	Rensselaer, New York

and,

WHEREAS, Mr. Rogers brings with him 18 years of experience working in the landscaping and drainage experience as an owner operator of a landscaping business as well experience driving large trucks with his Commercial Driver's License Class A; now, therefore, be it

RESOLVED, that the Town Board authorizes the hiring of Justin O. Rogers as Motor Equipment Operator, at Grade 5, Step 1, at a Salary of \$60,364.00, at a rate of \$28.91/hr.; and be it further

RESOLVED, that Mr. Rogers be paid at the above-mentioned rate based on the attached Schedule A.

Cynthia Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, October 14, 2026 12:09 PM
To: Cynthia Zlogar; Phil Barrett; Jean Spiegel; Mark Heggen; Darlene Allen; Zabed Manir; Agatha Reid; Christine Pagniello; Walter Smead; Kelly Miller; Nancy Bellamy; Mario Fantini; Kevin Dailey; Caitlin Fantini; hd; Megan Babendreier
Subject: New Employee Resolution Request #3524
Attachments: 5a341fac28480c4b_ResumeJustinRogers-1.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: 10/20/2026 ✓

Board Meeting Date: 10/20/2026 ✓

Alternate Date: 11/04/2026

Budget Number: DA-5110-E1500, DA-5142-E1500

Budget Description: Item 1(Spring,Summer,Fall), Item 4(Winter) Motor Equipment Operators

Amount: \$60,364.00, at a rate of \$28.91/hr.

Brief Description: Resolution No. ____ of 2026, a resolution authorizing the Superintendent of Highways to hire Justin Rogers as a Motor Equipment Operators in the Highway Department.

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

WHEREAS, there is a vacancy within the Highway Department for Motor Equipment Operator, and,

WHEREAS, Superintendent of Highways, Dahn Bull, has recommended the hiring of the following individual:

Name License Type Residence

Justin O. Rogers CDL A Rensselaer, New York

And,

WHEREAS, Mr. Rogers brings with him 18 years of experience working in the landscaping and drainage experience as an owner operator of a landscaping business as well experience driving large trucks with his Commercial Drivers License Class A , now, therefore be it,

RESOLVED, that the Town Board authorize the hiring of Justin O. Rogers as Motor Equipment Operator, at Grade 5, Step 1, at a Salary of \$60,364.00, at a rate of \$28.91/hr.; and be it further,

RESOLVED, that Mr. Rogers be paid at the above-mentioned rate from Line DA-5110-E1500, Item 1 (Spring, Summer, Fall), MEOs, and from Line DA-5142-E1500, Item 4 (Winter), MEOs for the remainder of the calendar year.

Additional Comments/Details: None at this time.

Supporting Documents:

[5a341fac28480c4b_ResumeJustinRogers-1.pdf](#)

Agree to Terms: Agree

[unsubscribe](#)

SCHEDULE A

Town of Clifton Park
Salary Allocation

		Grade	Step	Year	Hourly Rate	2026	Weeks to End of Year	Hours	Projected to End of Year
MEO Justin	Rogers	5	1	1	28.91		11.40	40.00	\$ 13,182.96

Rounded to: \$ 13,200.00

Transfer funds from:

Highway Fund - Snow Removal - B Mount	DA-05142-E6408	\$ 8,105.00
Highway Fund - General Construction - B Mount	DA-05110-E6408	<u>\$ 5,095.00</u>

Transfer to:

Highway Fund - Snow Removal - J Rogers	DA-05142-Exxxx	\$ 8,105.00
Highway Fund - General Construction - J Rogers	DA-05110-Exxxx	<u>\$ 5,095.00</u>