

The June 19, 2007 regular meeting of the Town Board of the Town of Halfmoon was called to order at 7:00 pm at the Town Hall on Harris Road by Supervisor Wormuth with the following members present:

Melinda A. Wormuth, Supervisor  
Walter F. Polak, Councilman  
A. James Bold, Councilman  
Regina C. Parker, Councilman  
Paul L. Hotaling, Councilman  
Mary J. Pearson, Town Clerk  
Lyn A. Murphy, Town Attorney Murphy

Also present: Frank Tironi, Director of Water; Steven Watts, Building & Development Administrator; Laurie Sullivan, Deputy Town Clerk; Lisa Perry, Secretary to Supervisor; Steffan Buck, John Pingelski, Highway Working Supervisor; Nelson Ronsvalle, Grants:

The Town Board Workshop was held in the Board Room at 6:15 pm; no action was taken. The Supervisor led the Pledge of Allegiance.

At 7:00 pm the Clerk opened bids for sale of Town vehicles. Ten bids were received as follows:

BIDDER		BID AMOUNT	
ITEM #1	ITEM #2		
		2001 DODGE PICK UP	1996
<u>JEEP CHEROKEE</u>			
1) Thomas Murray, 160 Harris Road, Waterford		\$6,155.50	
2) R. Halgas Construction & Equipment, 11 Cochran Ave., Amsterdam		\$2,038.19	
3) R.P.M Inc., 280 Nadler Road, Perth NY		\$3,072.99	\$789.00
4) Jim McBride, Pruyn Hill Road, Halfmoon			\$325.50
5) Patrick Mullahey, 6 Verrazano Way, Halfmoon			\$760.00
6) Robert Lewis, PO Box 123, Westerlo, NY			\$444.44
7) Kevin Mullahey, 6 Verrazano Way, Halfmoon		\$3,030.00	
8) Andrew Hall, 505 Hillsdale Ave., Syracuse		\$3,608.00	\$508.00
9) Edward Ceremuga Jr., 187 Brookwood Road, Waterford		\$4,750.00	\$500.00
10) Steffen Buck, 39 Vosburgh Road, Halfmoon		\$4,063.00	

The Supervisor referred the bids to the review committee for review and recommendation back to the Board.

The Supervisor opened the public hearing for the abandonment of a portion of Vale Drive at 7:06 pm; no one wished the Notice to be read.

William Firth stated he represents clients who have considerable interest in the abandonment of this land. He stated he will summarize the concerns and objections that they have and there are three issues, the first being that the land may not be the towns land. He stated the Thibodeau's have a right of way granted to them in 1970 by Oscar Vanderburgh and allowed them a right of way across the proposed abandoned land. He stated they have no evidence that the land belongs to the Town. He stated if the Board is going to make a decision they would request this be adjourned to allow the firm he works with, Pennock Breedlove & Noll, further investigation. He stated another issue is the abutting and surrounding landowners use the turn around for their own use for boats, trailers and vehicles and is used as a means for oil trucks, public utility vehicles and emergency vehicles to turn around. He stated in the last few years on two occasions emergency vehicles utilized the turn around. He stated his clients are concerned that if the abandonment does take place another will be built and the only place a new turn around could go is on his clients land and they have a 4 story garage and a pool on his land that would probably be taken. He stated the status quo works for everyone and if Mr. Martin doesn't need that land there are other ways to obtain his needs.

Attorney Murphy commented, for clarification, the land would not be for sale but would be abandoned by the Town and assessed fairly and attached to the abutting landowners. She asked Mr. Firth, for the record, who he is representing.

Mr. Firth stated he is representing Joe and Shelia Thibodeau and the Carr's. He stated there doesn't seem to be a need for the Town to abandon the land because it is clearly being used. He stated highway law dictates that the Superintendent may approve the abandonment if the land is deemed useless and it is clearly not his clients use the land and there is no reason to abandon this land.

Attorney Murphy stated the highway law refers to the Town utilizing and it was brought to the Town Boards attention that the Town was no longer utilizing that turn around and the information came from the highway superintendent.

Mr. Firth stated the Town is in possession of emergency vehicles and he is not sure of this arrangement with those vehicles.

Supervisor Wormuth stated they spoke to the highway superintendent and the fire and ambulance are separate entities that aren't owned or designated by the Town. She stated one of reasons they are having

the public hearing is to allow input from everyone and the Town does have a letter from the highway superintendent that it is not used for snow plow removal or any uses for the highway department and the concern was raised that the land is being utilized for personal use by the residents for parking vehicles and other things. She stated this may increase the liability to the town as the town owns the property and there is no appropriate use for it. She stated she has not heard from anyone including the highway superintendent of any future plans for another turn around or a situation where eminent domain or the use of his clients land would be looked at for that.

Mr. Firth stated he understands that the Town snowplows use the turn around to pile snow from the road in that area. He stated he understands the Towns liability is a concern but doesn't understand how the Town owning this land would expose the Town to more liability than any other highway.

Attorney Murphy stated, for clarification, that the highway superintendent notifies them that they are not utilizing this as a town highway, therefore shouldn't continue to own it which is how the process works. She stated the public hearing is held to hear if there concerns from neighbors.

Richard Martin stated he owns property all the way around this piece and nobody plows snow and there are three businesses there now, there is ammunition and firearms, a beauty salon and there is a massage parlor. He stated he is trying to build a house and all he is asking for is a right of way through their property and it has turned into a big thing.

The Supervisor stated she knows the beauty parlor has been approved as an in-home occupation and has approval to be there in addition to the gun shop but the portion of property the Town is referring to isn't tied to these businesses for parking. She stated the applicants have been before the Planning Board and assured them they could maintain the parking within their own driveways. She stated the highway superintendent has stated they don't have a continued use and the attorneys have advised that if it's a piece of land we are not utilizing there is no point in maintaining it as Town property.

Jeff Carr stated he is an abutting owner of the property and their driveway is at the very end of Vale Drive and he wants the Town to start putting snow there because they have been plowed in and it is a safety issue. He stated it is his feeling that is a much bigger liability to the Town than utilizing the turn around. He stated it has been used for fire trucks to turn around when a fire started behind their house.

Jodie Aubin stated she is the one building the house and the front of her house faces this turn around and she constantly has cars parked there and they also bring a dog over to go to the bathroom.

Mr. Firth stated if the Board decides to abandon this property they would request that the Town issue some kind of commitment saying that a new turn around would not be constructed so that his clients land would not be in jeopardy.

Supervisor Wormuth commented that the Board is not in the habit and, doesn't see any future Board, using eminent domain to allow for a turn around area based on development. She stated she has never heard of this Board or highway staff talk about the need for replacement.

There being no further business the Supervisor closed the public hearing at 7:20pm

Councilwoman Parker stated she feels with all the information received tonight that they table this and have additional discussion with the legal and highway departments.

Councilman Bold stated he feels there were enough issues raised tonight to require additional review.

#### RESOLUTION NO. 171

Offered by Councilwoman Parker, seconded by Councilman Bold: Adopted by vote of the Board: Ayes: Wormuth, Polak, Bold, Parker, Hotaling

RESOLVED, that the Town Board tables action on the proposed abandonment of Vale Drive for additional discussion and review.

Supervisor Wormuth stated there will be a presentation update on the Howland Park planned development district, Johnson and McBride Roads. She stated the proposal was before the Town Board and moved to the Planning Board and received a positive recommendation.

Ivan Zdrahal stated the applicant is Leyland Development, LLC and he will provide update on this application for a residential planned development district. He stated it is on 149 acres at two town roads, Johnson and McBride roads. He stated the proposal is for 92 residential lots and will be designed for empty-nester homes and traditional homes and the remainder will be regular size lots. He indicated the proposed lots showed in colors on the site map. He indicated the proposed common open space and land

preservation areas. He stated the open space will be owned by the Homeowners Association for this project. He stated the access will be from two locations, one from Johnson Road and Staniak Road and the second access from McBride Road. He stated as a public benefit the applicant is proposing to provide \$1,000 per lot to a town fund and can be used for infrastructure improvements at the Towns discretion also there will be a public trail constructed from a point on Johnson Road through the property along the easterly boundary line of A & M Sports. He stated almost 50% of project site is protected in the form of the common open space and land preservation area and is located throughout the site. He stated the 92 lots will be the conventional lot layout for a planned development district.

Supervisor Wormuth asked what the minimum lot size is on the smaller empty-nester lots.

Mr. Zdrahal replied that the minimum lot size on the empty-nester lots is 15,000 square feet and there will be none smaller. He stated the traditional home lots will be a minimum of 20,000 square feet.

Councilman Hotaling asked, when you come up McBride Road, what the site distance is to the right.

Mr. Zdrahal stated there is a traffic impact evaluation with full documentation resulting in evaluation that the district will not have an impact on the traffic operation on the roads and a decision that the site access roads are adequate.

Supervisor Wormuth asked if the TIS is available through the planning department.

Mr. Zdrahal stated the traffic evaluation is available with the site distances that can be accessed.

Councilman Bold stated, relative to the site distance questions, he would like a better answer and doesn't agree with searching for the answers. He stated he would like to request this report be supplied with a good answer and actual facts.

Dean Taylor stated it may be a tight turn but it is a wide open area.

The Supervisor stated they can make sure the information is provided to the Board and by the time the Board moves forward they should have these answers in writing. She stated the site distances and the safety has been a concern in this Town.

Councilman Bold requested that copies of this plan nr provided to the Board.

Attorney Murphy stated this update is just to refresh the Board and, at the end of today they will then provide the Board with copies of everything they provided to the Planning Board prior to the public hearing and at that point the Board would proceed.

Supervisor Wormuth stated she will make sure the Board has it and has the opportunity to review and bring it back after they look at it. She stated the board will need the narrative that matches the current changes in hard copy.

The Supervisor stated the presentation on the Brookfield Place Planned Development District on Guideboard & Harris Roads will be provided by Ivan Zdrahal for Landmark Development Group LLC.

Mr. Ivan Zdrahal the proposed planned development district is approximately 73 acres and located between two County Roads, Guideboard Road and Harris Road. He stated the project is for 81 residential lots aimed at the empty-nester housing market and the minimum lot size will be 15,000 square feet. He stated the Home Owners Association will own two large common open parcels and be responsible for their maintenance. He stated town roads will provide access to each lot from Guideboard and Harris Roads. He stated the proposed town road right of way will be connected to Locust Lane but will not be used for through traffic. He stated the houses will be either one story or two story and range 2,000 to 2,700 square feet.

He stated the public benefit being proposed is to construct approximately 1,420 feet of 8" diameter sanitary sewer line along Harris Road. He stated this is the second segment of sewer to areas along Harris Road with the first being the Farmview project. He stated the objective is to extend along Harris Road to provide sewer to areas along Harris, Guideboard and Middletown Roads and Halfmoon Drive which currently does not have sewer service. He stated the portion of sewer proposed includes the deepest sections along Harris Road with a construction cost estimated to be \$183,000. He stated this construction value will reduce the debt service to a potential future special district.

Councilman Bold stated the sewer project in the area of portion of Guideboard Road, Halfmoon Drive, portion of Harris Road is a sewer project that Mr. Polak and he worked on in the past and could never make it as an affordable project or anywhere near approval from the State Comptroller. He stated when they did the Farmview project the sewer was brought a certain distance past the creek bed and south on Harris Road. He stated what Ivan is proposing is to bring it another distance along Harris Road where it is several feet deep and will provide sewer service to only one or two existing residents. He stated what the effort is will be to get this project to a point where it becomes affordable, this won't do that but it gets it another step in that direction and is an important step. Councilman Bold stated that Ivan, at his own expense did the conceptual sewer design for this whole area and with field survey and demonstrated that

it is feasible to do what he is proposing but there is a lack of money. Councilman Bold stated they appreciate that.

Mr. Zdrahal stated the water supply will be provided by connection to existing water mains n Locust Lane and Harris Road. He stated a water district extension agreement will be needed to provide service to a portion of this project area located outside the existing water district. He stated 38 out of the 81 proposed lots are outside the existing water district.

Councilwoman Parker asked what the price range will be for these homes.  
Mr. Zdrahal stated it will be in the \$350,000 range.

Supervisor Wormuth asked how many units would there be for a conventional layout versus what is proposed.  
Mr. Zdrahal stated for a conventional layout there would be 66 lots and with this one there are 81 lots.

Councilman Bold stated in the traffic study the intersection of Guideboard and Harris Roads was identified with a traffic signal being justified. He stated he is pleased to see that and, in the past when this Board has asked for a study they have been told a traffic signal is not justified and this study says it is. He stated he also read that the developer was willing to participate in the cost with a fair share. He commented that the Farmview project is contributing \$400 per unit toward an escrow account held for a traffic signal. He stated he knows the cost is much more than the \$400 per unit will pay for and there will need to be coordination between the developer, the Town of Halfmoon and Saratoga County for discussion on the traffic signal and it is time for a traffic signal at that intersection.

Mr. Zdrahal stated both Farmview and West Brook projects contributed to this traffic signal but this study determined that the traffic impact at the intersection will warrant a traffic signal.

Councilman Polak stated he appreciates the developer moving the entrance on Guideboard down to where the site distance works and it is the right place to be. He stated the will rally strongly for the light on Harris and Guideboard Road to approve this project.

Councilwoman Parker asked if the sewer is the only public benefit which will have to go in anyway.  
Supervisor Wormuth stated the service area is well beyond the project area.

Councilman Bold asked what the responsibilities of the Homeowners Association will be for this project.  
Mr. Zdrahal stated the HOA will own the common open space parcels.  
Attorney Murphy stated the Board is caution with having HOA's whose sole responsibility is to maintain ownership of open space as there is no incentive for people to contribute to the HOA.

Councilman Hotaling asked if there is any plan with the middle cul-de-sac, to spread those houses apart to open it up since they have the space.  
Mr. Zdrahal stated there is an 80 feet lot width and all the vegetation is protected.  
The Supervisor asked the distance from backyard to backyard where it is narrow.  
Mr. Zdrahal answered fifty feet or more.

Councilman Polak asked the direction of the storm water discharge stating there is a lot of downstream.  
Ivan outlined on the map the direction.  
Supervisor Wormuth asked if delineation was done on the property to meet setback requirements for DEC.  
Ivan stated it was done.

Councilman Hotaling asked how much of a buffer there will be for residents on Guideboard Road buffer.  
Mr. Zdrahal stated they are very deep lots.

Supervisor Wormuth stated this is the first time the Board has seen this project and asked if the Board wants time to review it or refer to the Planning Board.

Discussion followed and suggestion to have the traffic signal and details on the Homeowner Association included in the proposal before sending to the Planning Board  
Supervisor Wormuth stated it can be put pm the July 3<sup>rd</sup> Agenda.

## **REPORTS OF BOARD MEMBERS AND TOWN ATTORNEY**

Councilman Hotaling reported that the rec camp starts Monday with approximately 615 kids and on July 29<sup>th</sup> there will be a free movie behind the pavilion.

Councilman Bold reported there are two change orders for the water plant and are both from Lenz Hardware, one in the amount of \$8,547.89 for and additional waterline and pressure reducing valves required and the other is Lenz Hardware in the mount of \$2,380.19 for gas pressure regulators on the existing boiler.

Councilman Bold reported on the New Town Hall construction and there are many things going and the contractors are working in all areas of the construction.

Supervisor Wormuth reported the summer rec program receives recommendations for children who may be in need of assistance for the summer program. She stated many businesses and individuals in Town who continue to support the program and make donations that she thanks Halfmoon Mobile on the Run, St Georges Epispcial Church; individual members Paul Hotaling, Steve Watts, Bruce Tanski also made donations in addition Berkshire Bank and JD McBride Construction.

The Supervisor opened public privilege for discussion of agenda topics; no had questions or comment.

#### **DEPARTMENT REPORTS – month of May**

1. Town Clerk

Total fees remitted to the Supervisor - \$6,703.92

Filed.

#### **CORRESPONDENCE**

1. Received from Town Senior Planner notification of Planning Board denial of sign application for the Halfmoon Family Dental based on proposed sign exceeding the maximum signage allowed in the Professional Office/Residential District according to “*Local Laws relating to Zoning of the Town of Halfmoon*”

2. Received from Trick Shot Billiards, 1602 Route 9 in accordance with the NYS Liquor Authority notification of intent to alter their building to add an outside dining area. Attorney Murphy requested a copy of this letter.

#### **OLD BUSINESS**

##### **RESOLUTION NO. 172**

Offered by Councilman Bold, seconded by Councilman Polak: Adopted by vote of the Board: Ayes: Wormuth, Polak, Bold, Parker, Hotaling

RESOLVED, that the Town Board awards bid, opened June 5<sup>th</sup> for Town Monument & Welcome signs submitted by Empire Signs & Graphics, Inc. in their total bid amounts:

2 -Stucco Monument signs - \$18,850; 4- Aluminum Welcome Signs - \$2,600; 2 - Solar Powered Sign Lighting - \$1,250 per recommendation of the review committee.

##### **RESOLUTION NO. 173**

Offered by Councilman Bold, seconded by Councilman Hotaling: Adopted by vote of the Board: Ayes: Wormuth, Polak, Bold, Parker, Hotaling

RESOLVED, that the Town Board awards bid, opened June 5<sup>th</sup> for 2007 Infield Groomer for parks department submitted by Grassland Equipment & Irrigation Corp. in their total bid amount of \$15,701.40 per the recommendation of the review committee.

Supervisor Wormuth stated on April 17, 2007 a public hearing was held to receive comments relating to proposed changes to the Town’s Zoning Laws and the proposed changes are generally summarized below, including comments received from Board members.

Mr. Mike Bianchino, Clough Harbour and Associates provided the summary as follows:

**Ushers Road / Tabor Road rezoning to AR - Comment:** The majority of the affected landowners commented that the zoning should remain as it exists, Light Industrial-Commercial (LI-C). A few of the residential property owners on Tabor Road spoke in favor of the change to AR.

**Response:** The Comprehensive Plan recommended the rezoning of the Tabor Road area only. The addition of the entire Ushers Road area was a recommendation of the Zoning Committee. Based on the discussion, the Zoning Committee was trying to address the issue of residential Use Variances in the Ushers Road area. It would appear preferable, however, to require residential uses to obtain a variance so that it can be documented to the applicants that light industrial uses are allowed and exist in the vicinity.

The majority of the land in the Ushers Road area is constrained due to steep slopes, streams and wetland areas. As such, the area is not ideal for large-scale light industrial development. These lands are well suited for small-scale, low intensity light industrial uses which may be cost-prohibitive to site in light industrial areas where land costs are higher. In addition, the Town does not have an over-abundance of light industrial land available so it has been a long-term goal to maintain the areas currently zoned for these uses.

The Tabor Road area contains about a half-dozen parcels which are currently zoned for light industrial uses. These are located just east of the Ushers Road, Tabor Road, rail tracks crossing to the westerly edge of the Northern Sites Subdivision. It would appear that the transitional zoning provisions already in place in the Town's Zoning Law gives the Planning Board the tools necessary to protect the existing residential property on Tabor Road.

**Proposed Action:** As a result of the overwhelming public comments and the justification noted above, the existing zoning in the Ushers Road and Tabor road area should remain LI-C Light Industrial-Commercial.

**Newtown Area rezoning to CR-M and CR-L (Conservation Residential) - Comment:** All of the landowners' written and verbal public comments received were against the proposed rezoning. They indicated that the zoning should remain as it exists, AR Agricultural Residential or R-1 Residential. One comment (from a member of the Zoning Committee) suggested using only the medium density CRM for the entire Newtown Area.

**Response:** The Comprehensive Plan recommended limiting density in this area due to lack of sewer and water services and to lesson the impacts of development on the land, natural environment, character, services and taxes. This reduction in density was met with public opposition.

The Comprehensive Plan also recommended the implementation of various growth management tools which could be utilized by the Town Board and the Planning Board to assist in mitigating the cumulative impacts of growth in the area. Many of these tools are discussed in the Draft Open Space Plan currently being prepared by the Open Space Committee. In addition to these tools, the regulations of the following agencies will also assist the town in this task:

Army Corp of Engineers

NYSDEC

NYSDOH

NYS Office of Parks, Recreation and Historic Preservation

Town Zoning and Subdivision Regulations

**Proposed Action:** As a result of the public comments and the justification noted above, the existing zoning in the Newtown Area should remain as AR Agricultural Residential and R-1 Residential. Further, the Growth Management tools outlined in Chapter III, Section B of the Comprehensive Plan should be adopted as techniques available to the Town and made part of the Zoning Law and Subdivision Regulations.

As a consequence of the proposed actions noted above, the Town should evaluate the need to revise the Comprehensive Plan so that it accurately reflects the Zoning in place following this series of public hearings and revisions.

Councilman Bold stated he agrees with the observations and it is very difficult to change from residential to industrial and this is a place where small businesses fit in. He stated during the Comprehensive Plan public hearing there were some comments and at this public hearing they were extensive. He stated everyone should understand that AR and R1 zone is the same thing and the regulations are identical.

Supervisor Wormuth stated she wants to thank Councilman Polak and the Zoning committee for all the work they did on this based on the recommendations. She stated she also wants to thank all the people who came out to public hearing and were willing to offer their opinions to the Board.

Councilman Polak stated he thanks the Supervisor and Board for their support and the committees, the previous master plan committee, the zoning change committee, Steve and his group at the planning level, George Hansen and his zoning group. He stated there was a lot of background work, documentation questions and answers, a lot of hours all done by volunteer groups and the people participate received numerous letters and phone calls this board listens.

RESOLUTION NO. 174

Offered by Councilwoman Parker, seconded by Councilman Hotaling: Adopted by vote of the Board:  
Ayes: Wormuth, Polak, Bold, Parker, Hotaling

RESOLVED, that the Town Board approves the action taken on the proposed Zoning amendments, public hearing held on April 17<sup>th</sup>, 2007, as provided and detailed by the Town Engineer.

**NEW BUSINESS**

RESOLUTION NO. 175

Offered by Councilman Bold seconded by Councilman Polak: Adopted by vote of the Board: Ayes:  
Wormuth, Polak, Bold, Parker, Hotaling

RESOLVED, that the Town Board approves the Supervisors Report for the month of May 2007 as presented.

RESOLUTION NO. 176

Offered by Councilwoman Parker, seconded by Councilman Hotaling: Adopted by vote of the Board:  
Ayes: Wormuth, Polak, Bold, Parker, Hotaling

RESOLVED, that the Town Board approves and orders paid all vouchers for all funds listed on Abstract dated June 19, 2007, totaling \$1,160,068.33.

RESOLUTION NO. 177

Offered by Councilwoman Parker, seconded by Councilman Bold: Adopted by vote of the Board: Ayes:  
Wormuth, Polak, Bold, Parker, Hotaling

RESOLVED, that the Town Board approves minutes of Town Board meetings of March 20, April 3 & 17 and May 1, 2007, as presented by the Town Clerk.

RESOLUTION NO. 178

Offered by Councilwoman Parker, seconded by Councilman Polak: Adopted by vote of the Board: Ayes:  
Wormuth, Polak, Bold, Parker, Hotaling

RESOLVED, that the Town Board authorizes entering into a maintenance agreement with Milton CAT for annual service to the water department generator at Brookwood Road and one at Lock One Road in the total annual amount of \$2,377 per review and approval of the Town Attorney.

RESOLUTION NO. 179

Offered by Councilwoman Parker, seconded by Councilman Hotaling: Adopted by vote of the Board:  
Ayes: Wormuth, Polak, Bold, Parker, Hotaling

RESOLVED, that the Town Board amends Resolution No. 106-2007 approving lease agreement with Shenendehowa Central School District for use of busses for the summer recreation program amended to change the busses being leased.

RESOLUTION NO. 180

Offered by Councilwoman Parker, seconded by Councilman Bold : Adopted by vote of the Board: Ayes:  
Wormuth, Polak, Bold, Parker, Hotaling

## **AGREEMENT FOR EXTENSION OF TOWN OF HALFMOON CONSOLIDATED WATER DISTRICT**

**THIS AGREEMENT**, made the 19 day of June, 2007, by and between **THE TOWN OF HALFMOON and HALFMOON WATER CONSOLIDATED WATER DISTRICT**, with offices located at Halfmoon Town Hall, 111 Route 236, Halfmoon, New York 12065, hereinafter referred to as the "SELLER", and **PETER BELMONTE**, with offices located at 1650 Route 9, Clifton Park, New York 12065, hereinafter referred to as "PURCHASER".

Pursuant to a resolution adopted by the Town Board of the Town of Halfmoon on the 19 day of June 2007 authorizing the extension of the district and execution of this agreement, it is hereby agreed as follows:

### **SECTION I**

**WATER SERVICES.** The SELLER shall supply, during the term of this Agreement, to the PURCHASER, water of the same quality as supplied residents of the Halfmoon Consolidated Water District to be delivered by the SELLER to a lateral line provided by the PURCHASER located at a location as determined by the SELLER to service PURCHASER'S property designated as a maximum of twenty-two (22) single family lots and six (6) duplexes located in the Windsor Woods Subdivision located on Vosburgh Road in the Town of Halfmoon, Saratoga County, New York said service only and exclusively for the PURCHASER'S property being all of tax map number 267-1-43.1 but only such properties that are shown on the proposed Subdivision map and plan made by Lansing Engineering, PC entitled Windsor Woods Subdivision and dated September 21, 2006, as preliminary approval was granted for the single family subdivision containing a maximum of twenty-two (22) single family lots and six (6) duplexes.

### **SECTION**



**TERM OF AGREEMENT.** The contract shall be deemed effective as of the date of execution and shall continue for a period of ten (10) years from the date that water is first supplied to PURCHASER with an additional option to PURCHASER to renew the term for an additional ten (10) year period, except that the SELLER shall have the right to suspend water services upon a sixty (60) day written notice, if it is determined by the SELLER that the existing Halfmoon Consolidated Water District water supply is insufficient to meet the needs of the Halfmoon Consolidated Water District, such suspension only to last so long as necessary and so long as said supply is insufficient. Notwithstanding anything herein to the contrary, the PURCHASER'S water service will be suspended only if, and only to the extent that, the water services to all other properties similarly affected within the boundaries of Halfmoon Consolidated Water District are also suspended. The PURCHASER is responsible, at PURCHASER'S sole cost and expense, to prepare and submit required reports and applications necessary for submission to NYSDEC and NYSDOH for a Water Supply Permit and extension of the Town's Consolidated Water Service Area to serve the subject property. The Purchaser, **PETER BELMONTE**, agrees to be incorporated in Halfmoon Consolidated Water District, or an extension thereof, prior to the receipt of water from the Town of Halfmoon at PURCHASER'S sole cost and expense. All the necessary legal work, engineering, surveying, posting and publication shall be at PURCHASER'S sole cost and expense. Upon approval of any extension to Halfmoon Consolidated Water District or creation of a new district, which would include the subject premises within the boundaries of such extension or district, this Agreement shall terminate. At all times the rules and regulations of Halfmoon Consolidated Water District shall apply to PURCHASER'S property. All payments made by PURCHASER to SELLER pursuant to this Agreement or subsequent to this Agreement, shall be kept by the Town and no refund of any amount will be made and no payment may be made under protest. Specifically, all payments required under Paragraph VI shall be made and the agreement to pay reserve capacity is a condition precedent to SELLER entering into this Agreement and the payment obligation will survive creation of a new district or extension of a district servicing PURCHASER'S property and/or termination of this Agreement.

### **SECTION III**

**RATE OF PAYMENT.** PURCHASER shall pay to the SELLER for water consumed at the amount charged to those persons or entities located inside Halfmoon Consolidated Water District's boundaries said rate currently established at \$2.95 per thousand gallons of water used, together with purchaser's applicable Operation and Maintenance Charge and Debt Retirement, determined as if the property was within Halfmoon Consolidated Water District Zone 3. It is acknowledged between the parties that the rate charged to the PURCHASER shall increase in the sole and absolute discretion and in amounts and on terms as directed by the Town Board of the Town of Halfmoon. PURCHASER shall pay SELLER for Debt Retirement based upon Equivalent Domestic Units, the Town's method of assessment (or the then current method of assessment for payment of debt retirement) in the Consolidated Water District for Town of Halfmoon Consolidated Water District Zone 3, as if the property were included in Halfmoon Consolidated Water District Zone 3 for debt service, until an extension to the Halfmoon Consolidated Water District, including the subject premises, or a new district is formed, at which time the water rates and debt retirement provisions of such extended district shall be applicable. Purchaser shall also pay for reserve capacity as set forth in Section VI hereof.

### **SECTION IV**

**RESERVING RIGHT.** The SELLER reserves the right to increase the rate for water consumed herein specified as circumstances warrant and the SELLER determines, upon Thirty (30) days notice to the PURCHASER.

### **SECTION V**

**PAYMENT.** Payment shall be made as required in Section III and for reserve capacity as provided for in Section VI, pursuant to the SELLER'S direction and/or as set forth in the rules and regulations for Halfmoon Consolidated Water District, but in no event less than quarterly for water consumed, or as said schedule is established by the Town Board of the Town of Halfmoon. In the event the payments are not received on the due dates, the SELLER reserves the right to terminate service upon Thirty (30) days written notice by certified mail, return receipt requested to PURCHASER at the address designated in this Agreement. These charges shall be paid as billed and if unpaid for Thirty (30) days, SELLER shall have the right to enforce collection by such means as are deemed reasonable to SELLER, together with a Ten Percent (10%) late payment penalty on the past due amount. PURCHASER shall pay all SELLERS expenses including costs, disbursements, interest at the highest legal rate permissible and attorneys fees incurred by SELLER or charged for collection or attempted collection. SELLER may, in its sole and absolute discretion, add the amounts due to the next real property tax bill to be included thereon in addition to the assessed taxes and any special assessments, to be subject to tax sale as if a part of the tax assessment. This obligation shall be and become a lien upon the real estate of the PURCHASER and anyone to whom PURCHASER has sold the property and shall be collected as a delinquent tax bill with all the rights and responsibilities applicable for the collection of delinquent taxes. PURCHASER hereby agrees and consents to permit said charges to be added to and become part of the real property tax bill or to be collected by direct action on contract, whichever the Town of Halfmoon Town Board, in its discretion, directs. Upon completion of a residence and issuance of a Certificate of Occupancy, for any lot within the property, the parcel or unit will be included in the Town of Halfmoon Consolidated Water

District Zone Three for purposes of determining debt retirement payments due on an annual basis, to be pro-rated and billed on the next succeeding Town and County Tax bill.

## **SECTION VI**

### **RESERVE CAPACITY.**

Based upon the anticipated gallonage of water per day that the PURCHASER advises that it will need, and has requested of the Town, the Town has assessed a cost to reserve that capacity in the system. The cost is based upon the existing debt, existing and proposed infrastructure construction of Halfmoon Consolidated Water District as calculated and set by the Town of Halfmoon Town Board, currently set at \$1,500.00 per Equivalent Domestic Unit (EDU). The PURCHASER shall pay to the SELLER, upon execution of this Agreement by the duly authorized representative of PURCHASER and accepted by the Town of Halfmoon, the amount determined pursuant to PURCHASER'S calculation of its intended usage and need for reserve capacity outside Halfmoon Consolidated Water District, that being a payment for reserve capacity of fifty-one thousand dollars (\$51,000) for a maximum of twenty-two (22) single family lots and six (6) duplexes. This number would be subject to change if the EDU rate for the Halfmoon Consolidated Water District changed prior to the payment of the fees as detailed herein. The payment for reserve capacity will be paid before any plans are stamped or building permits or certificates of occupancy are issued and before the extension of the water district is finalized and concurrently with the execution of this Agreement.

Until such time as the property is included in the Consolidated Water District debt retirement for residential units completed for which a Certificate of Occupancy is issued will be paid as if the property were in Consolidated Water District Zone Three. No final commitment for water reserve or continuing sale of water will be made or continued until and unless this contract is executed and payment to reserve capacity is confirmed thereby, it being a condition precedent to SELLER entering into this Agreement. In the event PURCHASER fails to pay this amount, that amount may at SELLER'S discretion be added to the tax bill for the property, and shall be a charge upon and billed with the tax bill for the said property or SELLER may sue directly and add the late charge, attorney's fees and costs and disbursements of collection to the amount due. Seller will have no obligation to provide water in the event payment is not made, nor issue building permits or certificates of occupancy or extend the district. Any payment made will not be refunded or returned for any reason. No payment will be deemed effective if paid under protest or with similar limitations of like import or meaning. In the event payment is not made, no building permits or certificates of occupancy may be issued or approved.

In the event that the construction is not commenced or substantial performance has not been undertaken within one (1) year of the date of this agreement, then this agreement will terminate and the requirement of SELLER to reserve capacity will be terminated, null and void.

In the event the subdivision construction stops or substantial performance is not undertaken once commenced and said lack of performance extends for a period of one (1) year, or if once commenced the project is not completed, or if all units are not built within three (3) years, then this commitment shall terminate and no future connections will be permitted and no further reserve capacity will be committed to this project, but all existing units with Building Permits or Certificates of Occupancy and for which payment has been made, will remain approved. No other units will receive Certificates of Occupancy or Building Permits therefore.

## **SECTION VII**

### **INSTALLATION AND REPAIRS.**

PURCHASER shall be responsible for all costs incurred in the installation of the pipes, mains, laterals and all related construction inspection costs to Town specifications. All contracts entered into by the PURCHASER involving construction on property owned by or to be dedicated to the SELLER shall be subject to SELLER'S review and approval. No construction on SELLER owned property, to which said property reasonable access shall be granted, shall be commenced without SELLER'S prior approval, which approval shall not be unreasonably withheld. Any contracts involving construction on property of the Town by the PURCHASER shall include a provision whereby the contractor shall maintain a separate policy of liability insurance naming the SELLER as an insured in an amount acceptable to the SELLER. The SELLER shall not be liable for any part of the costs of work, labor, materials for the construction, installation or maintenance of any pipes, mains, meters, or structures whatsoever employed by the PURCHASER in obtaining water and in the distribution thereof. PURCHASER agrees that no pumping equipment or pumping units shall be installed which shall reduce the static water pressure of Halfmoon Consolidated Water District from its present pressure or which are not in accordance with Town specifications and requirements.

## **SECTION VIII**

### **MAINTENANCE.**

PURCHASER shall be responsible for all repairs and maintenance of the water system from the mains to PURCHASER'S property. Repairs due to accidents, leaks, breaks or any other cause attributed to PURCHASER, its agents servants, employees, vendees, or assignees on property of PURCHASER will be effectuated within a reasonable time by the PURCHASER after the occurrence and if on SELLER'S property, reasonable access to the area shall be granted for PURCHASER to effect necessary repairs to Town Standards. In the event the repairs are not done within a reasonable and timely manner, the Halfmoon Consolidated Water District shall have the right to effectuate all necessary repairs and to charge the PURCHASER for the costs incurred by the Halfmoon Consolidated Water District. If



not paid within Thirty (30) days of invoice the charges shall be added to the next due water bill with a Ten Percent (10%) penalty or will be subject to direct suit for collection. Pending payment, no further Building Permits or Certificates of Occupancy may be issued. Any contracts entered into by the PURCHASER for any repairs to lines, mains or equipment on SELLER owned property shall be subject to SELLER review and approval. Any contracts entered into by the PURCHASER for repairs on property owned by the SELLER shall meet minimum liability insurance requirements promulgated by the SELLER which shall include a provision whereby the contractor shall maintain a separate policy of liability insurance naming the SELLER as an additional insured in amounts acceptable to the SELLER. The SELLER shall provide to said insurance supplier the policy requirements regarding amounts of coverages.

## **SECTION IX**

**LIABILITY.** The Halfmoon Consolidated Water District shall use reasonable diligence to provide a regular, uninterrupted supply of water, but in case the same shall be interrupted, irregular, insufficient, defective or shall fail in whole or in part or is curtailed by reason of executive or administrative orders issued at any time or by federal commissions or state board of federal bodies having jurisdiction; or in case the service shall be interrupted or be insufficient to be effective or shall fail in whole or in part by reason of acts of God or making changes in or repairs to the SELLER'S equipment, mains, lines, treatment plant or other properties or in case the service shall be interrupted or become insufficient to be effective, become shut off or fail in whole or in part by reason of flood, fire, strikes, labor troubles, legal process, federal, state or county interference, or by acts of God or by reason of any other cause, the SELLER shall not thereby in any of the above mentioned instances become guilty of any default, but shall be bound in good faith to resume service as soon as practicable. The SELLER will make every effort to give reasonable notice of the discontinuance, but nothing herein contained will obligate the SELLER to give notice to the PURCHASER of any temporary discontinuance of such supply resulting from the alteration or repairs to the SELLER'S water mains, or parts thereof. The SELLER will not be liable for any injury, casualties, loss or damage resulting from any supply or lack of supply of water or use of said water.

#### **SECTION X**

**INDEMNIFICATION.** The PURCHASER agrees to indemnify and hold harmless the SELLER from any and all costs, damages, claims, demands, expenses arising out of any alleged breach by any person or persons or any damage to property allegedly occasioned by or resulting from the existence of any default or negligence of the SELLER or the failure of the SELLER to provide water properly to any entity that obtains water from PURCHASER or for any failure whatsoever unless occasioned by SELLER'S gross negligence, to the fullest extent permitted by law.

#### **SECTION XI**

**INSURANCE.** PURCHASER shall maintain a liability insurance policy naming the SELLER as an additional insured for SELLER'S liability relating to the providing of water services and water supply. The policy shall specifically cover the SELLER for property damage protection and personal injury protection in an amount not less than One Million Dollars, for damages sustained as a result of the non-existence, termination, poor quality or stoppage of water. It shall also provide that the SELLER shall be entitled to Thirty (30) days notice of cancellation. Said notice to be sent to the SELLER at 111 Route 236, Halfmoon, New York 12065.

#### **SECTION XII**

**USE OF WATER SERVICES.** The sale of water is to be limited to PURCHASER's property, being all of tax map number 267-1-43.1 only and no water may be sold or delivered by PURCHASER outside PURCHASERS existing property at the Windsor Woods Subdivision shown on a map made by Lansing Engineering dated September 21, 2006, without the express written consent, on terms and conditions acceptable to and in the sole and absolute discretion of, Halfmoon Consolidated Water District. PURCHASER shall not extend or use the water services beyond what is actually necessary to service the proposed twenty-two (22) single family lots and six (6) duplexes in the Windsor Woods Subdivision located on Vosburgh Road in the Town of Halfmoon, Saratoga County, New York, being PURCHASER'S property, being all of tax map number 267-1-43.1. In no event shall water services be provided to any other buildings, persons, entities or properties without prior written approval of the SELLER, which approval Seller may in it's sole discretion deny or withhold. PURCHASER shall not knowingly provide such services to any other persons or entities without written permission of the SELLER. If water is so provided without SELLER'S consent, this contract shall be voidable at the SELLER'S election and all payments made shall be retained by the Town of Halfmoon. If any person or entities shall, without permission, obtain such services, the PURCHASERS shall terminate such service immediately.

#### **SECTION XIII**

**ASSIGNMENT OF CONTRACT.** There shall be no sale or assignment of this contract, or any rights contained herein, without the prior written consent of the SELLER. It shall not be a violation of this provision on assignment if PURCHASER, assigns it's right to one builder or purchaser of the residences in the subdivision. PURCHASER however remains responsible for payment of all obligations set forth herein.

#### **SECTION XIV**

**COMPLIANCE WITH LAWS.** This contract is made and accepted by the PURCHASER subject to the provisions and laws of the State of New York as if the same were fully set forth herein.

#### **SECTION XV**

**NOTICES.** Unless otherwise provided herein, notice to the PURCHASER may be given to PURCHASERS address set forth above, and notice to the SELLER may be given to the Town Board, Town of Halfmoon, 111 Route 236, Halfmoon, New York 12065.

#### **SECTION XVI**

**DISTRICT.** PURCHASER understands that the PURCHASER'S premises must be included or incorporated in the existing Halfmoon Consolidated Water District or its equivalent or an extension thereof. In either event, PURCHASER expresses its willingness and desire that the twenty-two (22) single family lots and six (6) duplexes in the Windsor Woods Subdivision located on Vosburgh Road in the Town of Halfmoon, Saratoga County, New York, being all of tax map number 267-1-43.1, be incorporated or included in such a district, an extension thereof or its equivalent at PURCHASER'S sole cost and expense and on terms and conditions acceptable to SELLER at no cost to SELLER and at such time as directed by SELLER. PURCHASER shall petition the Town Board and make the required application(s) to New York State Department of Environmental Conservation and New York State Department of Health.

#### **SECTION XVII**

**NORTH HALFMOON GENERIC ENVIRONMENTAL IMPACT AREA AND STATEMENT OF FINDINGS.** The applicant's property is located within the confines of the North Halfmoon Generic Environmental Impact Study Area. All of it's property is subject to the Statement of Findings developed by reason of that Generic Environmental Impact Statement. The Applicant acknowledges and understands that Applicant's property and the Applicant will be subject to the terms and conditions of the Generic Environmental Impact Statement and acknowledges that Applicant and all of the Applicant's property will be responsible for the mitigation fees set forth within the Final Generic Environmental Impact Statement and Statement of Findings. The Applicant specifically understands and acknowledges that the Town of Halfmoon, in determining to extend water to the Applicant's property, has not required a separate and individual Environmental Impact Statement from the Applicant; has considered the Generic Environmental Impact Statement and Statement of Findings; has acted in reliance upon those Findings and Applicants supplemental Long Form Environmental Assessment and traffic analysis; and the Applicant's acknowledgment that its property is within the GEIS Study Area. Applicant has requested that this property in the GEIS Study Area be encompassed within the Statement of Findings, the Long form Environmental Assessment and traffic study. Applicant has stated it will adhere to the Statement of Findings for all their property and pay the required fees to mitigate the project's cumulative impact in and/or adjacent to the study area. It is a condition precedent to this Agreement to extend water services that the Applicant acknowledges its understanding and agreement to abide by the North Halfmoon Generic Environmental Impact Statement and Statement of Findings and provide the fees identified in the findings for all Applicant's property in the Windsor Woods Subdivision. These fees are currently:

Water	34 EDU's x \$1,325/EDU	= \$45,050
Sewer	34 EDU's x \$687/EDU	= \$23,358
Culverts	34 EDU's x \$57/EDU	= \$ 1,938
Traffic	34 EDU's x \$858/EDU	= \$29,172
GEIS prep	34 EDU's x \$31/EDU	= \$ 1,054
Open Space	34 EDU's x \$372/EDU	= \$ 12,648

TOTAL GEIS FEES = 34 EDU's x \$3,330/EDU = \$113,220

If PURCHASER, as part of project, constructs capital improvements for which mitigation fees are being collected, credits against these mitigation fees may be provided by the Town of Halfmoon at its discretion. The Town of Halfmoon has committed to proceeding in accordance with that Environmental Impact Statement and the Statement of Findings. With that commitment, the Town of Halfmoon feels that it will be treating all residents fairly and equally. The Town of Halfmoon would not have entered into this Agreement to supply water and would not consent to the extension of water services to any area for which the Applicant has not completed an Environmental Impact Statement or has not agreed to abide by the terms and conditions of the Statement of Findings derived from the North Halfmoon Generic Environmental Impact Statement unless and until Applicant either completed a separate Environmental Impact Statement for this property in whole or agreed to abide by the North Halfmoon Generic Environmental Impact Area Statement of Findings which will apply for Applicants entire Subdivision. The fees collected will be allocated between GEIS and Town of Halfmoon Consolidated Water District and Recreation Fund in accordance with the current fee schedule for each and any increase passed by the Town Board prior to the payment of the fees as detailed herein. The Applicant specifically and particularly agrees to the Findings and Mitigation fees contained in the Statement of Findings adopted by the Town Board on March 5, 2002 for the entire Subdivision and all phases of the Windsor Woods Subdivision, being serviced by this Agreement.

#### **SECTION XVIII**

##### **OTHER CONDITIONS.**

As a condition of the granting of the Subdivision approval, it is understood and agreed as follows: A maximum of twenty-two single family units and six duplexes will be constructed in accordance with the regulations as set forth in the Local Laws relating to Zoning for the Town of Halfmoon in an A-R zone.

89.07 acres will be dedicated to the Town of Halfmoon for open space. At such time as the land is dedicated to the Town of Halfmoon, the PURCHASER will be relieved of the Open Space portion of the GEIS fees (a credit in the amount of \$12,648 will be applied to the GEIS fees) to reflect the dedication of open space.

As noted in the Planning Board minutes, in an effort to further mitigate the impacts of traffic generated by the project on the surrounding area, the PURCHASER will contribute toward and coordinate with the developer of the Stonecrest Preserve residential subdivision to complete the reconstruction of the sharp curve in Vosburgh Road, creating a new "T" intersection in that location.

The PURCHASER will coordinate with the developer of the Stonecrest Preserve residential subdivision to extend sanitary sewer service from NYS Route 146 to serve the Windsor Woods Subdivision.

#### **SECTION XIX**

**Pending completion of Sellers Increase in Facilities to its Water Plan, no residences may be connected to the SELLER'S system. The Increase in Facilities is expected to be completed by July of 2007. No water shall be provided unless and until the increase in facilities is complete.**

#### **RESOLUTION NO. 181**

Offered by Councilwoman Parker, seconded by Councilmna Bold : Adopted by vote of the Board: Ayes: Wormuth, Bold, Parker, Hotaling Abstain: Polak Carried.

RESOLVED, that the Town Board approves engineering proposal from Clough Harbour & Associates for a multi-use pathway along the former Champlain Canal from the Town Water Treatment Plant to Upper Newtown Road in the amount of \$13,400 for Design and Bid phase services and \$9,800 for Construction Phase Services.

#### **RESOLUTION NO. 182**

Offered by Councilwoman Parker, seconded by Councilman Parker: Adopted by vote of the Board: Ayes: Wormuth, Polak, Bold, Parker, Hotaling

**WHEREAS**, the New York State Hudson-Fulton-Champlain Quadricentennial Commission was established under Chapter 590 of the Laws of 2002, to plan, develop and coordinate the 400<sup>th</sup> anniversary, in 2009, of the voyages of exploration made by Henry Hudson and Samuel de Champlain as well as the 200<sup>th</sup> anniversary of Robert Fulton's steamship voyage up the Hudson River; and

**WHEREAS**, these historic voyages of exploration in 1609 would change the world forever and lead to the European settlement of the New World and the innovation of steam travel and commerce in 1807, establishing the Hudson River and Lake Champlain as a corridor of trade, communication, politics and ideas, and that further, this vital north-south corridor of water created other water links such as the Champlain and Erie Canals, which provided opportunities inland and encouraged the westward movement through these water routes; and

**WHEREAS**, the State and the Federal governments recognize the voyages of exploration and invention to be of historical importance and significance to New York State and the nation and recognize the tradition to observe these contributions made by Hudson, Fulton and Champlain, by commemorating these events in 2009; and

**WHEREAS**, as an Explore NY 400 Community, the community may use the Explore NY 400 logo, link to the Explore NY 400 website, and may be eligible for either state or federal grant money to assist in Quadricentennial planning, events, and legacy projects;

**NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. That the Town of Halfmoon supports the mission of the Hudson-Fulton-Champlain Quadricentennial Commission and requests designation as an Explore NY 400 Community, and will be an active partner by establishing an Explore NY 400 Committee, and will cooperate to its fullest with the Commission in making the 400<sup>th</sup> anniversary a successful historic New York State event.

**RESOLUTION NO. 183**

Offered by Councilman Parker, seconded by Councilman Hotaling: Adopted by vote of the Board: Ayes: Wormuth, Polak, Bold, Parker, Hotaling

**WHEREAS**, Town Law Sections 267 and 271 provide that effective January 1, 2007, all Planning Board and Zoning Board of Appeals members in New York State, as well as alternate members of those Boards, must complete a minimum of four (4) hours of training each year; and

**WHEREAS**, the above sections of State Law provide that a Planning Board or Zoning Board of Appeals Member shall not be eligible for re-appointment to such Board if they have not completed the training required by law; and

**WHEREAS**, the above sections of State Law provide that the legislative body of the Town specifies which activities qualify as training to satisfy the State requirements;

**NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. That the following list of agencies, commissions, associations, universities, and other organizations are approved to provide training to meet the State requirements when the training they provide pertains to municipal planning, zoning, community design, environmental issues, economic development, and local government functions and practices:

A. The NYS Department of State; Department of Agriculture and Markets; Office of the State Comptroller; Department of Health; Department of Transportation; Department of Environmental Conservation; Office of Parks, Recreation, and Historic Preservation; Hudson River Valley Greenway; Halfmoon Planning Department, and

B. The New York State Association of Towns, the New York Conference of Mayors, the New York State Association of Counties, the New York Planning Federation, the American Planning Association, the Upstate New York Chapter of the American Planning Association and its sections; the Metro New York Chapter of the American Planning Association and its section, and

C. The Capital District Regional Planning Commission; Central New York Regional Planning and Development Board; Herkimer-Oneida Counties Comprehensive Planning Program; Lake Champlain-Lake George Regional Planning Board; Long Island Regional Planning Board; Southern Tier Central Regional Planning and Development Board; Southern Tier East Regional Planning Development Board; Southern Tier West Regional Planning and Development Board; Genesee-Finger Lakes Regional Planning Council; Hudson Valley Regional Council; Tug Hill Commission; and Adirondack Park Agency; and

D. The Saratoga County Planning Federation; Saratoga County Planning Department(s); and Saratoga County Soil and Water Conservation Districts; and

E. The Albany Law School Governmental Law Center and Institute for Legal Studies; Pace Law School; Cornell University and its cooperative extension; and

F. On-line Planning and Zoning training programs offered by the New York Municipal Insurance Reciprocal; Pace University and Land Use Law Center; and the Lincoln Institute of Land Use Policy; and



G. Any other training deemed by the Chairperson of either the Zoning Board of Appeals for the Town of Halfmoon or the Town of Halfmoon Planning Board to qualify as appropriate information to utilize to satisfy the statutory requirements.

**IT IS HEREBY FURTHER RESOLVED;**

1. That other training activities may be approved on a case by case basis by the Town Board upon the request of a Planning Board or Zoning Board of Appeals member; and

**IT IS HEREBY FURTHER RESOLVED;**

2. That any new member appointed to fill the last twelve (12) months of a term shall not be required to have attended training to be re-appointed to a first full term, but must thereafter comply with the municipal training policy as provided elsewhere herein; and

**IT IS HEREBY FURTHER RESOLVED;**

3. That training received by a Planning Board member of Zoning Board of Appeals member in excess of four (4) hours in any one (1) year may be carried over by the member into succeeding years; and

**IT IS HEREBY FURTHER RESOLVED**

4. That the Department of Planning shall create and maintain a system of tracking the training individual members complete annually; and such information shall be presented to the appointing authority prior to considering a member for re-appointment.

**RESOLUTION NO. 184**

Offered by Councilman Bold, seconded by Councilman Hotaling: Adopted by vote of the Board: Ayes: Wormuth, Polak, Bold, Parker, Hotaling

RESOLVED, that the Town Board authorizes the Supervisor to make the following Creation of Appropriations.

A resolution is needed to create the following budget amendment of appropriations and revenues in the Special Revenue Fund for engineering fees for on site quality inspections. These funds are developer’s monies held in escrow by the Town in a regular checking account and used for the payment of costs for that particular project. This resolution is necessary to comply with proper accounting procedures as set forth by NYS Department of Audit and Control.

Debit: Estimated Revenues 25-510 \$5,053.83  
Subsidiary: 25-4-2189 Home & Community Services \$5,053.83  
Credit: Appropriations 25-960 \$5,053.83  
Subsidiary: 25-5-1440.40 Engineering Contractors Inspections \$5,053.83

Information Only: The above was derived from the following breakdown of charges to be paid on the June Abstract for engineering and related fees:

NAME	AMOUNT
General Mechanical Lot C	\$164.00
Stone Crest Preserve	1,828.20
Boni PDD	1,276.00
Klersy Major Residential Subd	240.00
Harvest Bend	201.70
Ellsworth Landing-Insp	786.93
Bove Self Storage	557.00
TOTAL	\$5,053.83

A resolution is needed to appropriate contributions from Stephen Watts, Paul Hotaling and Bruce Tanski made to the Character Counts Program for summer recreation camp as follows:

DEBIT:Estimated Revenues 10-510 \$540 Subsidiary: Community Gift  
Contributions 10-4-2705 - \$540  
CREDIT: Appropriations: 10-960 \$540  
Subsidiary: Character Counts – Contractual 10-5-7989.40 - \$540

A resolution is needed to appropriate contributions from St. Georges Episcopal Church (\$150) and Halfmoon Mobil on the Run (\$500) made to the Character Counts Program for summer recreation camp as follows:

DEBIT:Estimated Revenues 10-510 \$650 Subsidiary: Community Gift  
Contributions 10-4-2705 - \$650  
CREDIT: Appropriations: 10-960 \$650  
Subsidiary: Character Counts – Contractual 10-5-7989.40 - \$650

A resolution is necessary to create a partnership with the NYS Canal Corporation in transforming the towpath of the Historic Champlain Canal into a multi-use, recreation trail. Town and Canal Corporation funds will develop a two-mile segment into an eight-foot wide trail consisting of a six-inch crushed stone base with a stone dust surface. The improvements will also include post & rail fencing and gates to prevent inappropriate access to the trail. This will be an Erie Canal Greenway grant program in the amount of \$225,000.

DEBIT:	Estimated Revenues	35 – 510	\$225,000
	35 – 4 – 3897 – Cultural & Recreation		
	Capital Grant – State		
	(Trails) -	\$112,500	
	35 – 4 – 5031 – Interfund Transfers		
		\$112,500	
CREDIT:	Appropriations	35 – 960	\$225,000
	35 – 5 – 7150.20 - Special Recreational (Trails) -	\$225,000	

#### RESOLUTION NO. 185

Offered by Councilwoman Parker, seconded by: Adopted by vote of the Board: Ayes: Wormuth, Polak, Bold, Parker, Hotaling

RESOLVED, that the Town Board of the Town of Halfmoon chooses to accept its 2007 Sales Tax Revenues in cash, and further

RESOLVED, that the Town Clerk complete the 2008 County Sales Tax Levy – Sales Tax Application to be sent to the Saratoga County Real Property Tax Service, and further

RESOLVED, that Supervisor Wormuth be and she is hereby authorized to sign said application on behalf of the Town of Halfmoon.

#### RESOLUTION NO. 186

Offered by Councilwoman Parker, seconded by Councilman Bold : Adopted by vote of the Board: Ayes: Wormuth, Polak, Bold, Parker, Hotaling

**Whereas**, The tremendously high property tax burden on New York families and businesses is the number one issue facing our community today, and the sheer cost of living in New York has forced many residents and businesses to leave, thus slowing the economic engine of the state; and

**Whereas**, Young people are finding it difficult to purchase homes, seniors are struggling to maintain their homes, and businesses are facing immense challenges to create and retain jobs; and

**Whereas**, New Yorkers face the highest property taxes in the nation, and when measured as a percentage of home value, nine of the top 10 property tax rates in the entire country belong to counties in New York; and the State must act now to thwart the detrimental effects that high property taxes are having on local governments; and

**Whereas**, Assembly Minority Members have introduced the “New York State Property Taxpayer Protection Act (Assembly Bill 8775),” which puts forth new and innovative ideas for property tax reform that limit the amount school districts can raise annually through local tax levies to four percent or the rate of inflation, whichever is less; in addition the Act would relieve municipalities and school districts of unfunded mandates, reduce county Medicaid costs, strengthen financial accountability over school tax dollars, promote local government efficiency, and encourage local option insurance pooling; and

**Whereas**, The “New York State Property Taxpayer Protection Act” will help fix New York’s broken property tax system, providing homeowners, businesses and municipalities significant and lasting relief from the crushing burden of skyrocketing property taxes; and now, therefore, be it

**Resolved**, That this Legislative Body pause in its deliberations to acknowledge New York State’s property tax crisis and urge the immediate passage and chaptering of the “New York State Property Taxpayer Protection Act,” which will help local governments reinvigorate New York’s economy by providing incentives for people and businesses to move and stay here; and be it further

**Resolved**, That a copy of this Resolution, suitably engrossed, be transmitted to the Governor of the State of New York, the Temporary President of the New York State Senate, the Speaker of the New York State Assembly, and to each member of the New York State Legislature.

RESOLUTION NO. 187

Offered by Councilman Hotaling, seconded by Councilman Bold: Adopted by vote of the Board: Ayes: Wormuth, Polak, Bold, Parker, Hotaling

RESOLVED, that the Town Board and Clough Harbour & Associates authorize to let bids for the Brookwood Road refurbishing contract subject to receipt of all appropriate approvals.

RESOLUTION NO. 188

Offered by Councilman Bold, seconded by Councilman Hotaling: Adopted by vote of the Board: Ayes: Wormuth, Polak, Bold, Parker, Hotaling

RESOLVED, that the Town Board authorizes changing the time for the monthly meetings of the Town of Halfmoon Zoning Board of Appeals from 7:30 pm to 7:00 pm. effective immediately

Councilman Bold reported that the Board will need to take action on the telephone system for the New Town Hall. He stated the proposal is from Anniese & Associates and is for a Cisco phone system for the telephones and all the associated equipment and some first year service agreements in the amount of \$47,287.19 town hall

RESOLUTION NO. 189

Offered by Councilman Bold, seconded by Councilwoman Parker: Adopted by vote of the Board: Ayes: Wormuth, Polak, Bold, Parker, Hotaling

RESOLVED, that the Town Board approves a proposal from Annese & Associates. Inc. for telephone support system for the new Town Hall in the total State Contract amount of \$47,287.19 subject to the review and approval of the Town Attorney.

The Supervisor opened public privilege for discussion of non-agenda items.

Ed Faulkner, Hayner Road commented that the Board might want to get in touch with law enforcement to check out the four wheelers on the pathway or in the pits doing wheelies.

Supervisor Wormuth stated they can ask for some increased patrols.

Amanda Walsh, 7 Pohl Drive, stated that trails were built by the guys who live there and the pits are not on Town property. She stated there are a lot of trails and not everybody is on the canal bed.

There being no further business to discuss or resolve the meeting was adjourned at 8:50 pm.

Respectfully submitted,

Mary J. Pearson  
Town Clerk

June 19, 2007

