

The November 9, 2006 regular meeting of the Town Board of the Town of Halfmoon was called to order by Supervisor DeCerce at 7:00 pm at the Town Hall on Harris Road with the following members present:

Kenneth J. DeCerce, Supervisor  
Walter F. Polak, Councilman  
A. James Bold, Councilman  
Regina C. Parker, Councilwoman  
Melinda A. Wormuth, Councilwoman  
Lyn A. Murphy, Town Attorney  
Mary J. Pearson, Town Clerk

Also present: Frank Tironi, Director of Water; John Pingelski, Highway Working Supervisor; Lisa Perry, Secretary to Supervisor

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

At 7:00 pm the Supervisor stated the public hearing for the Halfmoon Center Plan is a continuation of the October 3<sup>rd</sup> adjourned Public Hearing . He stated it was adjourned so post cards could be sent to all the residents in the area to allow everyone and opportunity to be present.

He stated there were a number of people who worked with the committee and they met quite a number of times and some are here this evening. He stated the Capital District Transportation Committee gave us \$66,000 to do this study and Deb Stacey and Sandy Mickiewicz we assigned and his assistant Dick Lee took the responsibility of being the lead person for the work that was done on this study. He stated Councilman Bold, Town Planner Jeff Williams, Rodney Smallwood, Matt Shea, Burrill Burke, Debbie Curto and Paula Berkowitz worked on the committee. He stated the committee also included Saratoga County Planning, New York State DOT and Behan Planning Associates.

John Behan, Behan Planning Associates, stated this plan was identified by the Towns 2003 Comprehensive Plan and is intended to refine the Town's future land use vision for the Halfmoon Center. He stated the project is partly funded through a grant awarded to the Town from Capital District Transportation Committee's Linkage planning program. He stated development of the plan began with a review of the Towns previous efforts, the Comprehensive Plan and the CDTC Linkage program and the 2002 Transportation Improvement Program proposal for road improvements. He stated input from the community landowners, the business community and suggestions by the plan advisory committee were integral components to the development of the Town Center. He stated Route 9 is in the vicinity the study area and is a built up corridor consisting of a wide mix of uses and the study area is Route 9, Route 236 and Route 146. He stated the study area is defined by the roads and development patterns that surround it and the existing land uses, development, roads and traffic issues will help inform decisions and concepts to be developed in later stages of this planning process. He stated the study area is best characterized as undeveloped, wooded and rural with small scale residential properties along Fellows Road and Plant Road. He stated there is an orchard operating near Route 9 north of Wal-Mart. He stated there is a wetland located in the center of the study area and two small streams that could present a challenge for any future road design. He stated the majority of the area is zoned R-1 Residential and Comprehensive Plan recommends a "hamlet theme" for development and redevelopment and would include commercial, service, residential, municipal facilities, community gathering areas. He stated the "Country Hamlet" vision is characterized as a walk able, pleasant center for the community with an interconnected road and pedestrian system as its foundation. He stated small scale commercial and residential uses within walking distance with help create a small neighborhood and community. He stated businesses could include professional offices, small convenience businesses. He stated the area is located close to the major retail, office and other commercial areas of Halfmoon and serves to welcome residents, shoppers, visitors and workers to the town center. He access to this area is provided from the west via the cross-town connector at Route 9 towards the northern section of the study area with the potential for a secondary access point at Sitterly Road. He stated to the east the connector links with Plant Road at a small scale roundabout which will help reduce speeds along that route.

He stated the Town has the opportunity to make planned decisions on growth opportunities. He stated through the process with landowners they will identify conservation interests and updates. He stated they will coordinate all trail, pedestrian and bicycle amenities with local and regional support groups. He stated the new street connections will improve the overall connectivity of the Town. He stated the primary new street connection proposed is the Cross Town connector, connecting the proposed mixed use town center with the Halfmoon Hamlet area in the vicinity of the intersection of Route 236 with Fellows Road. He stated there is an additional connection to Route 146 proposed to further improve the utility and connectivity of the corridor. He stated the connector is a primary feature to provide access to the internal portions of the study area and the initial phase of establishing improved street connectivity. He stated the intersection with Plant Road and Route 146 could be a single lane roundabout which could be attractively landscaped to form a landmark and contribute to the aesthetic design. He stated the country hamlet area is envisioned as a community center of civic facilities and gathering places.

He stated another idea is to create a Park and preserve area and be a tree lined rural boulevard with amenities for bicyclists and pedestrians. He stated this is an opportunity to make something like this happen but it won't without the community's support and the Town Board leading that. Mr. Behan stated they did some initial traffic analysis and there would still be traffic and it would be best answered in a future step. He stated the Town could see and experience the round-a-bouts in the area.

Supervisor DeCerce commented that this Board and the Planning Board have begun implementing some of this and what we do is talk to the builders and ask them to offer up some of the property for open space. He stated there are also other programs involved and the County and the State have grant programs available for open space. He stated he doesn't see the Town putting out a lot of money for open space and sees the individuals coming into the community wanting to develop as helping very strongly to make this happen.

Robert Charbonneau, 45 Orchard View Drive, stated everything behind his property was wetlands and couldn't be developed and assumes that restriction must have been lifted. He also asked if there was a timeline they will follow.

Mr. Behan the area is complicated and when Mother Nature gave us designated wetlands and the area goes through a lot of changes. He stated there are still designated wetlands and the road could pretty much avoid the wetlands.

Supervisor DeCerce stated the first stage is to do a conceptual idea and the money available to do a study. He stated there is a zoning committee working on this and they are going through procedures. He stated the next phase is when some development comes in and if we have a planned area it will be their job to help us prepare to get the road through. He stated he has been trying to get grant money for each of these projects and his plan to continue this process.

Cliff Bueno, 21 Nadeau Road, stated his house backs up on the woods and they have been talking about this and trying to limit access and asked how close it would be to his house. He stated if they want to go with a path first that is okay and occasionally they do hear snow mobiles and ATV's and there could be more of that. He asked how they would manage motored vehicles and he is also a little concerned about security and access to his neighborhood.

Mr. Behan stated it is being looked at seriously but it is still a concept. He stated the distance is about 300 to 500 feet with a lot of woods in between. He stated this is very helpful conversation regarding how to site this properly. He stated the other question comes down to management of space and how they keep ATV's off a trail and is a problem and there could be some enforcement.

Supervisor DeCerce stated this is design being suggested, however the road going through was suggested to make it closer to the development and through discussions it needed to be moved further away.

Sam Travis, Plant Road, asked when this road is put in will the speed limit will be reduced on Plant Road and other roads because there are a lot of accidents. He stated he is concerned about having multi dwellings and possibly a six-story building and having fire service, water and sewer. He asked if the Town is giving any tax incentives for development.

Supervisor DeCerce stated, water and sewer is one of the more important things to this Town Board, he stated water is very close to this area however the sewer is an important part of this. He stated the Town can ask the County to do a speed limit study on Plant Road. He stated

Mrs. Wormuth is working on the open space committee. He stated this Board will not give any tax incentives.

Daphne Jordan, 15 Nadeau Road, asked if this concept is approved what is set in stone.

Supervisor DeCerce stated it is a conceptual design with ideas and recommendations that come forth and they are considered by the committee that is doing zoning. He stated if it is approved it becomes part of the Comprehensive Plan.

Councilman Polak stated there is nothing set in stone and it is just a tool that gives the Boards something to work with for future development and is a concept plan.

Mrs. Jordan stated she commends the Town Board and the futuristic thinking of this and a Town Center is a wonderful thing for Halfmoon and it is better to develop properly than have haphazard growth. She stated she is in favor of this and read the full report on the website which is why she asked what is set in stone. She asked about some of the ideas such as a six story building and some things jumped out at her.

Supervisor DeCerce stated if you go to a fire in building like that he is told they fight those fires from the inside.

Councilman Polak stated that anything that comes to the Planning Board is automatically reviewed by the fire department and they send back their comments.

Bob Bennett, Fellows Road, asked if the map shows Fellows Road, Birch Lane and Gauthier Lane and where the new existing road is going to be and whose property.

Supervisor DeCerce stated this is all conceptual and asked Mr. Behan to outline on the map. He stated it would be possible for the new road to exit on Route 236.

Larry DeVoe, 82 Plant Road and 1569 Route 9, stated since 90% of this plan affects them personally he would like to know the Board's thoughts on whether they want them to stay in business or not. He stated he is concerned about the conceptual plan and it sounds like a lot of double talk.

Supervisor DeCerce stated he has told him before that he wants them to stay in business.

Mr. DeVoe stated the Town has him about half residential and if he comes in and wants to put in something commercial rather than residential are they going to change it or what would be the conditions surrounding that. He stated he has been told for a long time that from Route 9 to Plant Road was going to be commercial and it wasn't changed but should have been. He stated he just found out that this new change in the road is coming across their north line. He stated he is upset about the whole thing knowing there is a real high density going right against their north line. He stated he doesn't know how he will be able to stay in business.

Mr. Behan stated there is nothing going in and nothing is being taken away from him and he is still in the driver's seat and nothing is going to happen there without him saying so.

Mr. DeVoe stated that is double talk and he has been involved with zoning for 35 years and he knows very well that he can come in with a project and its going to depend on whether the Planning Board and essentially the Town Board approves it. He stated he doesn't have a problem with that but what he is saying is he is getting two distinct situations one is this is the conceptual plan but you don't have to follow it and asked what is the sense of having a conceptual plan.

Mr. Behan stated it will be his decision if he wants to stay in business and he can submit proposals and this will provide guidance.

Mr. DeVoe stated he wasn't listening to what he said, there is high density being proposed right on their north line and he can't control the people, approximately 500 residents. He stated he doesn't know how the Town will control them and asked if the Town is going to supply a 24 hour guard to go back and forth across his line so he doesn't lose half of what he is trying to raise. He stated it is difficult enough to farm as it is without having trespassing. He stated they have spent their whole lifetime, with six generations working almost every day.

Mr. DeVoe addressed the Town Board with his questions about why they would want to put in more residential which would put more kids in the school and there is no room left and they will stay in business if they are not just out.

Mr. Behan stated they can make an amendment to the plan and recognize this as a viable thing and he would propose this to address his concerns.

Supervisor DeCerce stated a comment was made that it is more set in stone than they are saying it is and they are not double-talking him. He stated when he first came here he had a meeting with County and State DOT and it resulted in a light at Fellows Road and Harris and when they talked about it he didn't know which way the State would go. He stated the Town purchased property on Lower Newtown Road across the Harris property and another piece of

property with the intention of the road going there in addition to near the Hess but there was flexibility and the thought is different. He stated the road now could move somewhere and they don't know where it's going to go.

Mr. DeVoe stated when he was Supervisor he had talked to Joe Ritchey about doing exactly the same thing and he bought the point where the gazebo is and around the other side and asked Joe if we did this would he put a dead end to Harris Road at Lower Newtown Road and turn the balance of Harris Road over to the Town. He stated the road could have been extended and the park expanded and stopped the bad intersection. He stated he gets the feeling we are locked into some scheme here and agrees it may move north or south and will depend on the wetlands. He stated he is concerned and would like to see it made commercial and not residential. He stated the Supervisor should recognize this as he was involved with agriculture across the state and is sure he heard the same time after time. He stated they have nothing but problems when they are trying to farm with trespass.

Supervisor DeCerce stated it is not the Boards intention to make adjustments that are going to be adversely effective to his business and they hear what he is saying and give strong consideration to it. He stated this project is simply to design a road, preserve some open space, create some mixed use, but nothing is set in stone.

Jim Fuschino, 893 Hudson River Road, stated it was said that this is partially funded by the Department of Transportation and the CDTC and that implies that this is a transportation study to some effect. He stated we have significant traffic problems in Town, Guideboard Road, Route 146 and Route 9 and asked what the intention of a cross-town is and doesn't seem like it will alleviate any traffic.

Supervisor DeCerce stated there are a lot of options and one portrayed is to start off with a path and, in his experience with grants you don't start out with a path but go for the whole bowl of wax and try to design what it is going to be. He stated one of the reasons for the study was to see if we could have some roadway to alleviate some of the pressures and they have come up with some possible ways to help the neighborhoods and traffic patterns.

Daphne Jordan asked how large the nature preserve area is asked the proposed medical campus would be.

Mr. Behan indicated the area on the map.

Cliff Beuno asked how the road gets built and asked if there would be taxpayer contributions for it.

Supervisor DeCerce stated the businesses that come in that want to offer developments provide incentives to the Town as benefits and a road is a Town benefit. He stated some will be mitigation fees. He stated also the developer pays for water and sewer.

Councilman Polak stated between Planning and Town Board they have never built a highway for a developer.

The Supervisor closed the public hearing at 8:10 pm. Councilwoman Parker stated she would like to reserve no vote this evening so they can take all the comments into consideration. Councilman Bold stated he concurs and doesn't see where any action is appropriate this evening. Councilwoman Wormuth stated she shares some of the concerns that were brought up by the public. She stated she knows this project does not change zoning on any property or allow for anything but suggests a guideline to follow. Councilman Polak stated this is just a concept plan and they reviewed it in the zoning committee and it can be sent back to them and they will incorporate it in their recommendations they will submit back. Supervisor DeCerce stated they can put in on the agenda for the next meeting.

At 8:15 pm the Supervisor opened the Public Hearing for the Oak Brook Commons Planned Development District Amendment.

John Gay, Northeast Consultants, stated they are asking for modifications to the legislation that would allow them to build Building 15-A and a four-unit Garage. He indicated on the map the area of the building and garage and, stated the entire project is in Halfmoon. He stated the building is their newer model building and is a very nice looking building with landscaping. Mr. Gay stated it is not indicated on the site plan but it is near the main office building in the complex and is Building 8-A. He stated the Planning Board made suggestions that have made the proposal better. He stated one suggestion was moving a parking area and another was moving a building back a little bit

The Supervisor closed the public hearing at 8:20 pm.

Councilwoman Wormuth stated an item brought up was the mailboxes and those were relocated.

Mr. Gay indicated on the map the new location which is good and not that busy and will not block a main location and the post office is contented with the location. He stated the date of the map on display is October 10, 2006.

Councilman Polak stated they have done everything the planning board suggested and it will work out a little better

Councilman Bold stated they have corrected the traffic items and asked if the new location for the mailboxes will be a new structure.

Mr. Hoffman stated it will be new structure and the Planning Board does have this included on their plans.

Councilwoman Wormuth stated this is the plan the Planning Board approved when they sent the recommendation back to the Town Board.

## RESOLUTION NO. 265

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

## RESOLVED; that the Town Board approves Local Law No. 5-2006 Oak Brook Commons Planned Development District amendment:

A local law amending Local Law #1 of 1969 as amended October 7, 1986 and November 1990 of the Town of Halfmoon entitled "Local Law relating to Zoning for the Town of Halfmoon" also amending Local Law #10 and Local Law #5 of 1995 of the Town of Halfmoon and Local Law #3 of 1991, providing for the creation of a Planned Development District known as the Oak Brook Commons Planned Development District, which amended Local Law No. 1 of 1969 as amended October 7, 1986, November 1990 and Local Law No. 3 of 2004;

Be it enacted by the Town Board of the Town of Halfmoon as follows:

**Section 1. Title.** This Local Law shall be known and may be cited as Local Law No. of 2006, a local law amending Local Law #5 of 1995 of the Town of Halfmoon entitled "Local Law Relating to Zoning for the Town of Halfmoon" as previously amended and supplemented, providing for the amendment to a Planned Development District known as Oak Brook Commons Planned Development District created by Local Law #3 of 1991, which amended Local Law No. 1 of 1969, as amended October 7, 1986, November 1990 and Local Law No. 3-2004.

**Section 2. Establishment of District.** Local Law #5, 1995, of the Town of Halfmoon, entitled "Local Law Relating to Zoning for the Town of Halfmoon" and the Zoning Map of the Town of Halfmoon, as previously amended, be and the same hereby are amended to be known and described as "Oak Brook Commons Planned Development District".

**Section 3. Boundaries.** The area of said Oak Brook Commons Planned Development District shall not be affected by this amendment.

**Section 4. Development.** In addition to the uses permitted under the original Planned Development District and the previous amendments thereto, there shall be constructed one four(4) unit apartment building and four (4) stall garage with the same architecture as utilized in the building of the four(4) unit apartment building and constructed in 2005. Additionally, new mailboxes shall be constructed and placed in the parking area. Attached hereto and made a part hereof as Exhibit "A" is a map dated July 19, 2006 as revised October 30, 2006 which details the modifications as approved by the Town Board of the Town of Halfmoon. This will bring the total number of units to one hundred and forty four (144) in the Town of Halfmoon. Eight parking spaces shall also be added for the new apartment unit together with an access road and retaining wall. Other than this amendment, no other changes, additions or deletions to the Planned Development District are approved. All of the terms and conditions of the original approval will remain as is set forth in the original Planned Development District Legislation and subsequent amendments.

A. Off street parking will be provided as shown on the site plan. All other conditions and restrictions set forth in the original approval and the amendments shall remain in full force and effect.

B. Potable water for the District shall be provided by connection to municipal water.

C. Waste water disposal will be provided by connection to municipal sewer.

D. A storm water management system if required by the Town Engineers will be installed to minimize the impact of the project on adjacent and downstream properties and shall meet applicable New York State Department of Environmental Conservation and Town of Halfmoon Standards and shall be, at the sole option of the Town of Halfmoon, dedicated to the Town, with appropriate title insurance, as-built maps, etc., as acceptable to the Town Attorney.

E. Existing vegetation shall be maintained to the maximum extent possible to fully buffer views into the site from adjacent lands uses, and buffers shall be constructed from adjacent uses as shown on the site plan.

F. The applicant, Charles E. Hoffman, shall donate two thousand dollars (\$2,000.00) per unit to the Town of Halfmoon for a total contribution of eight thousand dollars (\$8,000.00).

## **Section 5. Construction Regulations.**

Before Construction of the amended Oak Brook Commons Planned Development District is started or any building permit is issued relative thereto, final site plans and specifications, sufficient for the site plan review and engineering analysis, shall be submitted to and approved by the Planning Board of the Town of Halfmoon and filed with the Town Clerk of the Town of Halfmoon and said approval is a condition precedent to any construction. Further or additional buildings or facilities shall require approval of the Planning Board in the same manner as the initial site plan provisions.

All improvements shall be designed and constructed pursuant to plans and specifications approved by a duly licensed architect and/or engineer and in strict compliance with the New York State Uniform Fire Prevention and Building Code. All construction shall be performed subject to the direction and control of a duly licensed architect and/or engineer and, when completed, shall be certified as having been constructed in full compliance with the New York State Uniform Fire Prevention and Building Code. The engineer and/or architect performing the work herein described shall be employed by and at the sole expense of the developer. The Planning Board shall not give approval as referred to in said Local Law Relating to Zoning unless or until all approvals required by each and every other government or governmental entity have been obtained. All construction during the performance thereof and upon completion shall be subject to the inspection and approval of the Enforcement Officer and Fire Marshall of the Town of Halfmoon.

The exact location, parking areas, green space, sidewalks, interim roads and other related matters may be changed, altered or amended during the Town of Halfmoon Planning Board site plan review process in a manner generally consistent with the preliminary plan and this local law.

During construction of the Oak Brook Commons Development District, there shall be constructed as set forth in general conformity with the preliminary plans, as a part of the plans and specifications to be approved by the Planning Board of the Town of Halfmoon, parking areas and access drives, providing sufficient parking and, access for all buildings per Town specifications.

That all terms and conditions of the original Planned Development District in so far as they are not incorporated herein, are hereby ratified and confirmed.

Section 6. Letter of Credit. The developer shall file bonds or letters of credit in the amounts established by the Town Planning Board and acceptable as to amount and form to the Town Engineers and Town Attorney to guarantee the following:

- A. Return of the site to its original condition after clearing and grading should this be deemed necessary by the Planning Board;
- B. The satisfactory completion of the utilities, paving and other infrastructure for the project;
- C. The satisfactory completion and maintenance of landscaping on the project site.

The bonds or letters of credit shall be filed for the period of time to be determined by the Planning Board.

Section 8. Revocation; regulations for construction completed at time of revocation; waiver.

This amending local law shall be automatically revoked and void and the previous statutory regulations shall apply under the following circumstances:

- (1) Commencement of the construction of the new apartment building has not begun within twelve (12) months from the effective date of this local law; or
- (2) Substantial progress is not being made without undue interruption after construction has commenced.
- (3) Completion of the proposed Planned Development is not completed within one (1) years from the start of construction.

Section 9. Effective Date. This Local Law shall take effect upon being filed in the Office of the Secretary of State and the Office of the Comptroller as provided in the Municipal Home Rule Law.

The Public Hearing for the 2007 Town Budget was opened at 8:22 pm. Supervisor DeCerce stated the Town Board was presented last month and read a portion of the Budget Message:

The Halfmoon Town Board continues to maintain **financial stability**. Solid budget management, affordability and conservative fiscal policies are the foundation for **financial stability**.

The Adopted Budget for 2007 operations has been finalized with financial stability the priority. **NO TOWN GENERAL TAX** for the 28<sup>th</sup> consecutive year and **NO HIGHWAY TAX** for the 22<sup>nd</sup> consecutive year is the highlight of Town of Halfmoon's budget.

The overall operating budget for 2007 totals \$13,332,365. This figure includes combined funding for all categories. **General, Highway, Lighting, Sewer and Water**, are the categories budgeted. This increase equals just 10.49% more than the 2006 amended budget.

**General Fund** appropriations for 2007 total \$6,236,937. This amount is an increase of approximately 5.47% over the 2006 amended budget. The increase results from continued requests for services as the Town's population increases. High costs for New York State Retirement benefits, higher costs for energy, demand for open space planning, building a new Town Hall and Town Family Park all contribute to this modest increase.

I credit each Department Manager and the Town Board for continued cooperation in working to keep this spending plan affordable, while maintaining the highest quality of essential services. This budget demonstrates sound fiscal preparation and a conservative spending plan which maintains funds for the essentials, keeps people working, provides necessary services, and does so with **NO TOWN TAXES** for General or Highway purposes.

The budget for 2007 continues to serve the taxpayers of the Town of Halfmoon, in the same economical and efficient way, originally established for this administration.

Jim Fuschino, 893 Hudson River Road asked if the Budget will be available on the Town web site.

Attorney Murphy stated the request will be researched and take it into consideration.

The Supervisor closed the public hearing at 8:26 pm.

RESOLUTION NO. 266

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

RESOLVED, that the Preliminary Budget be and is hereby adopted as the 2007 Budget for the Town of Halfmoon, and further

RESOLVED, that said 2007 Budget be copied in its entirety in the 2006 Minute Book of the Town of Halfmoon.

## REPORTS OF BOARD MEMBERS AND TOWN ATTORNEY

Councilwoman Parker reported that Veteran's Day is this Saturday and we should take time to reflect on those who gave their lives.

She stated that November 18<sup>th</sup> is the annual food drive and they still need canned goods, potatoes and vegetables to complete the meals for about 100 families. She stated the recreation and character counts program works on this every year.

She stated that November 25<sup>th</sup> is the Annual Christmas Parade and starts at 2:00 pm and also on the 18<sup>th</sup> is the Senior Craft Day from 9am to 2pm and December 7<sup>th</sup> is the Tree Ceremony.

Councilman Bold reported that the change order committee for the Water Source Improvement Project has approved two change orders. He stated one is for grounding two columns to the existing building in the amount of \$1,064 and the other is to add four new lights in the existing chemical storage room in the existing building but being done as part of contract for the new building in the amount of \$6,240.

He stated the change order committee for the new Town Hall has two change orders. He stated the first one is for a Storm Water Prevention Plan and there are six additional triangular dikes for sediment control for a cost of \$2,968. He stated the other is a deduct credit for substituting washroom accessories in the amount of \$525.00.

The Supervisor opened public privilege for discussion of agenda topics. No one had questions or comments

#### **DEPARTMENT REPORTS – October**

1. Town Justice Wormuth

Total Cases - 260 Total fees remitted to the Supervisor- \$26,691.00  
Filed.

2. Town Justice Tollisen

Total Cases - 270 Total fees remitted to the Supervisor - \$28,928.00  
Filed.

3. Town Clerk

Total fees remitted to the Supervisor - \$ 5,921.06  
Filed.

#### **CORRESPONDENCE**

1. Received from Office of Saratoga County Attorney notification of Public Hearing of the Saratoga County Sewer District No. 1, scheduled for November 8<sup>th</sup> at 9:00 am at the Board of Supervisor's Chambers in Ballston Spa.

2. Received from Saratoga County Planning Board notification of their review and approval of the Hudson Ridge PDD, with comments.

3. Received letter of resignation from Jo-Ann Smith as a member of Halfmoon Senior Citizen Association Board of Directors, effective immediately.

#### **NEW BUSINESS**

##### **RESOLUTION NO. 267**

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

RESOLVED, that the Town Board approves minutes of Town Board meetings of August 29, September 5<sup>th</sup> & 19<sup>th</sup> and October 3, 2006 as presented.

##### **RESOLUTION NO. 268**

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

RESOLVED, that the Town Board approves and orders paid all vouchers for all funds listed on abstract dated November 9<sup>th</sup>, 2006 totaling: \$87,876.26

##### **RESOLUTION NO. 269**

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

RESOVLED, that the Town Board authorize entering into lease agreement with Shenendehowa Central School District for leasing busses for recreation department Learn-to-Ski Program, January 6, 2007 through March 10, 2007, including possible cancellation dates, per approval of the Town Attorney

RESOLUTION NO. 270

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

RESOVLED, that the Town Board authorizes closing the following roads on November 25<sup>th</sup> for the Christmas Parade: Independence Blvd., Lape Road, Guideboard Road, Route 236

RESOLUTION NO. 271

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

RESOVLED, that the Town Board authorizes entering into service agreement with Southworth-Milton for annual service to Generator at the Highway Garage in the amount of \$450.00 and resolution to authorize entering into service agreement for semi-annual service to generator for the Town Hall in the amount of \$595.00

RESOLUTION NO. 272

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

RESOLVED, that the Town Board authorizes a cash advance in the amount of \$200.00 for Paul Maiello, Director of Parks and Grounds to attend the 2006 Empire State Green Industry Show in Rochester, NY on November 14-16 for expenses of travel, meals and fees incurred in connection with attendance at the show.

RESOLUTION NO. 273

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

RESOLVED, that the Town Board approve proposal from Clough Harbour & Associates for the Colonial Green subdivision drainage system to provide survey and base mapping in the amount of \$7,500, preparation of design plans in the amount of \$35,000 and public bidding in the amount of \$3,000, and further

RESOLVED, that said approval be subject to the review and approval of the Town Attorney

RESOLUTION NO. 274

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

WHEREAS, documentation has been submitted for dedication of portion of Covington Drive, portion of Sheldon Drive, Bedford Circle, Meridian Court, Camden Court, Clendon Court, Haydon Court, Hampton Circle and Hampton Way, it is therefore

RESOLVED, that the Town Board accepts for dedication as Town roads portion of Covington Drive, portion of Sheldon Drive, Bedford Circle, Meridian Court, Camden Court, Clendon Court, Haydon Court, Hampton Circle and Hampton Way all located in Sheldon Hills.

RESOLUTION NO. 275



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

RESOVLED, that the Town Board authorizes payment of \$250.00 for “Lakes to Locks Passage” to share a match with other communities toward a grant they received for the scenic byway program.

RESOLUTION NO. 276

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

RESOLVED, that the Town Board appoints Dorothy Pingelski as temporary part-time clerk for the Receiver of Taxes office effective December 18, 2006 through March 16, 2007 to be paid \$10.63 per hour worked in 2006 and be paid \$11.06 per hour worked in 2007.

RESOLUTION NO. 277

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

RESOLVED, that the Town Board authorizes the Supervisor to make the following attached Transfer between Appropriations and Creation of Appropriations.

Creation of Appropriations – Landfill Post-Closure Care Capital Fund per Resolution of 10/17/06 authorization was given to Clough, Harbour to perform quarterly Environmental Monitoring Services at the Town Landfill site in accordance with NYSDEC approved Post-Closure Monitoring & Maintenance per the operations manual not to exceed \$9,000 annually. This creation will set up one year of funding in Post-Closure Care Capital Fund. Monies for the Post-Closure Care Reserve Fund will fund these expenditures. Create as follows:

DEBIT:Appropriated Reserves LP511 \$9,000

CREDIT: Appropriations LP960 \$9,000

Subsidiary: LP8260.2-PC Landfill Capital Outlay - \$9,000

A resolution is needed to create appropriations for the gift money received from Kivort Steel, Inc in the amount of \$500 to help defray expenses for refreshments for meetings to be spent at the discretion of the Supervisor.

DEBIT:Estimated Revenues A510 \$500

Subsidiary: A2705 - \$500 Gifts and Donations

CREDIT: Appropriations A960 \$500

Subsidiary: Recreation Program Contractual – A7140.41 - \$500

Transfers between Appropriations:

From Account	To Account	Amount	Reason
DA5112.22 Improvements Capital Outlay, Chips	DA5112.21 Improvements Capital Outlay	\$82,000	Transfer of appropriations within own budget due to chips expense was charged to wrong code
AO1620.20 Buildings Equipment	AO1620.40 Buildings Contractual	\$15,000	Transfer of appropriations within own budget to cover expenses thru year end
AO1110.21 Justice Equipment	AO1220.41 Supervisor Contractual	\$2,000	Transfer of appropriations needed for purchase of sensors
AO1110.22 Justice Equipment	AO1220.41 Supervisor Contractual	\$2,000	Transfer of appropriations needed for purchase of sensors
AO7110.20 Parks Equipment	AO7110.40 Parks Contractual	\$3,700	Transfer of appropriations within own budget to cover expenses thru year end

RESOLUTION NO. 278

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

RESOLVED, that the Town Board authorizes an increase in water rates in Water District No.1 from \$6.86 to \$7.38 per thousand gallons effective with January billing

#### RESOLUTION NO. 279

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

RESOLVED, that the Town Board approves a water agreement for Halfmoon Heritage Apartments and Pointe West of Halfmoon Townhouses

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

**THIS AGREEMENT**, made the 9th day of November, 2006, 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 **BRUCE TANSKI**, with offices located at 3 Cemetery Road, Halfmoon, New York 12065, residing at 82 Fellows Road, 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 9th day of November, 2006 authorizing the extension of the Consolidated Water District pursuant to and in concert with the 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 Phase I – forty-eight (48) units in total in the Halfmoon Heritage Apartments and thirty (30) units in total in the Pointe West Town Homes located in the Fellows Road Planned Development District which is on and adjacent to Fellows Road in the Town of Halfmoon, Saratoga County, New York said service only and exclusively for the PURCHASER'S property being Phase I, but only such properties that are shown on the proposed Planned Development District map and plan made by Lansing Engineering entitled "Fellows Road Concept Plan" in Phase I, as preliminary approval was granted for the Planned Development District containing three hundred seventeen (317) combined residential units, for which only Phase I, forty-eight (48) Units in the Pointe West Town Homes and thirty (30) Units in the Halfmoon Heritage Apartments for a total of seventy eight (78) units are approved for extension by this Agreement. The PURCHASER is aware that only forty-three (43) units will be available for water unless and until the Water Treatment Facility expansion is completed in 2007. Attached hereto and made a part hereof as Exhibit "A" is a map detailing the Phase I service area.

**SECTION II TERM OF AGREEMENT.** 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, **BRUCE TANSKI**, agrees to take the necessary steps to be incorporated in Halfmoon Consolidated Water District, or an extension thereof at PURCHASER'S sole cost and expense. All the necessary legal work, engineering, review fees and charges for the Town Engineers, 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 an amount equal to 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; provided, however, that the rate for water consumed shall not exceed the rate charged to persons or entities located inside the boundaries of Halfmoon Consolidated Water District. 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 gallongage of water per day that the PURCHASER advises that it will need, and has requested of the Town as reviewed and approved by the Town Engineers, 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 PURCHASERS calculation of it's intended usage and need for reserve capacity outside Halfmoon Consolidated Water District, that being a payment for reserve capacity of \$117,000.00. **(Calculated as follows: Pointe West Townhouses 10 buildings x 3 units each = 30 x \$1,500.00 = \$45,000.00; Halfmoon Heritage Apartments 6 buildings x 8 units each = 48 x \$1,500.00 = \$72,000.00)** 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 Planned Development District 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 payment is not completed, or if all units are not built within seven (7) 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, it's 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 Phase I of PURCHASER's property and no water may be sold or delivered by PURCHASER outside PURCHASER'S existing Phase I of his property in the Fellows Road PDD shown on a map made by Lansing Engineering dated \_\_\_\_\_, that being forty-eight (48) Units in the Pointe West Town Homes and thirty (30) Units in the Halfmoon Heritage Apartments for a total of seventy eight (78) units, forty-three (43) Units of which will be available prior to the completion of the extension of the Water Treatment Facility in 2007, for which preliminary approval has been granted, 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 seventy eight (78) combined residential units, forty-three (43) of which will be available prior to the completion of the extension of the Water Treatment Facility in 2007, in the Fellows Road PDD located on and adjacent to Fellows Road in the Town of Halfmoon, Saratoga County, New York, being PURCHASER'S property known as Phase 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 PURCHASER'S 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 seventy eight combined residential units in the Fellows Road PDD located on and adjacent to Fellows Road in the Town of Halfmoon, Saratoga County, New York, all of Phase I, 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**

### **OTHER CONDITIONS.**

(A) Water service for the proposed project will be provided by extension of existing water mains in the vicinity of the parcel and as directed by the Town of Halfmoon Engineers and Water Department. Also, sufficient sizing of the pipes will accommodate area needs and usage and the project proposes a total of three hundred seventeen (317) housing units and as a part of the Planned Development District, approximately fifty-five point six, six (55.66 ) acres of land located along Vosburgh Road will be donated to the Town of Halfmoon for use as a parkland as part of the Vosburgh Road Planned Development District.

(B) From the Fellows Road parcel, approximately 6.94 acres of Open Space will be dedicated to the Town of Halfmoon immediately adjacent to the Future Park and Highway Department located on the east side of the proposed project.

(C) The proposed project also calls for the termination of the current western intersection of Fellows Road at NYS Route 146. The proposed project will also re-locate the eastern intersection of Fellows Road and Route 146 a minimum distance of 400 feet to the east along NYS Route 146 with a NYS Department of Transportation approved intersection configuration and intersection that will be reviewed and approved by the Town Engineers and Surveyors, Clough Harbour & Associates.

(D) The new road connection will be on the Town of Halfmoon property and access will be constructed to accommodate vehicle access to the Highway Lands, Transfer Station, etc. acceptable to the Town of Halfmoon. As part of the final road design, the Owner will design and construct a new stockpile area for the Town Highway Department to replace the area removed as a result of the re-alignment of Fellows Road. Applicant shall design and construct two (2) 50' wide wetland crossings for Town .

(E) Sanitary sewer service will be extended as directed during Planning Board review and approval. The sewer shall be constructed across the proposed Town Park in accordance with plans prepared by JK Fraser. Said sewer shall be lines, pump and other structures shall be in accordance with SCSD regulations and shall be dedicated to SCSD. Sewer across parkland shall be installed at cost to developer. Sewer shall be designed to accommodate future capacity of other properties as directed by SCSD. Water and sewer connections will be created as required.

(F) In addition, the Applicant has offered to donate to the Town of Halfmoon the sum of Four Hundred (\$400.00) Dollars per residential unit finally approved (currently 317) (each unit, whether apartment, townhome or duplex) which will be in addition to all other improvements and dedications of land. \$400 Shall be payable prior to CO

(G) Gravel Parking for 6 cars shall be constructed on Town Park immediately to the East with access drive from apartments. Parking area shall provide public access to Town parkland trails. Permanent ingress and egress shall be granted to Town for public access to parking area.

(H) The PURCHASER will agree to grant any necessary easements to permit the proposed Town road commonly referred to as the cross town connector road.

## **SECTION XIX**

Pending completion of Sellers Increase in Facilities to its Water Plan, no more than forty-three (43) residences may be connected to the SELLER'S system. Said increase is currently in the design stage and proposed to be operational in 2007.

**IN WITNESS WHEREOF**, the parties have set their hands and seals on this \_\_\_\_ day of November, 2006.

**TOWN OF HALFMOON**

**BY:**

**KENNETH J. DECERCE, SUPERVISOR**

**HALFMOON WATER DISTRICT NO. 6**

**BY:**

**KENNETH J. DECERCE, SUPERVISOR**

**BRUCE TANSKI**

**RESOLUTION NO. 280**

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

**RESOLVED**, that the Town Board sets a public hearing for Backyard Burials legislation for November 21, 2006 at 7:00 pm.

**RESOLUTION NO. 281**

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

RESOVLED, that the Town Board approves amendment to Butler Rowland Mays Architectural services Agreement for the New Town Hall to add the Boulevard Entrance and Paving and striping at the easternmost parking lot in the lump sum amount of \$5,350 including reimbursable, per review and approval of the Town Attorney.

November 3, 2006

Halfmoon Town Board  
Town of Halfmoon  
111 Route 236  
Halfmoon, NY 12065  
Attn: James Bold, Councilman

**Re: Architectural Services Proposal  
New Town Hall (A/E services amendment)  
Paving of the easternmost parking area and boulevard design and administration work**

Dear Mr. Bold and Fellow Board Members:

The Town has requested that the boulevard entrance originally contemplated but removed from the scope of design and bid work descriptions due to perceived budget constraints, be added back into the scope of construction work, along with the paving and striping at the easternmost parking lot.

Approval for this design and construction work is critical in order to avoid conflicts with other work presently under construction.

**Services Proposed:** Our services will include but not be limited to:

Meetings with the Environmental Design Partnership and the owner to review and administer the design revisions. To date three meetings have been held.

Redesign of the affected area of the site, including site lighting, grading, curbing, storm drainage, paving, walks, etc.

Re-issuance of the site location plan L-1 and the site grading plan L-2.

Administration of the proposal request and change order process

Site observation of the added work.

**Free Information:**

We will provide the stated and requested services for the lump sum fee of \$5,350 including reimbursable. Billings will be made monthly based upon the percentage of completion.

**All proposed services are based upon the following assumptions and limitations:**

- A) No additional Clough Harbour sub-consultant services are included.
- B) This amendment supplements the BRMA O/A Agreement dated June 21<sup>st</sup> , 2005.
- C) The added work is anticipated to increase the construction budget in excess of \$80,000.
- D) Modifications to plants and plantings are not included, since all plantings are not in the present contract.
- E) Environmental Design Partnership sub-consultant fees related to this work have been significantly discounted.

Respectfully Submitted,  
Richard R. Butler, Architect

## RESOLUTION NO. 282

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

RESOLVED, that the Town Board approves proposal from Clough Harbour and Associates to assist the Town Open Space Committee with completing a Draft Open Space Plan in the not exceed amount of \$45,000, and further

RESOLVED, that said approval be subject to the review and approval of the Town Attorney and Town Supervisor.

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

Ed Faulkner, Hayner Road, commented on the resolution authorizing the increase in water rates in Water District No. 1 asking if this should be cubic feet instead of a thousand gallons.

Councilman Bold stated it has already been converted. He stated it is billed to the Town in a hundred cubic feet and Frank has converted it.

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

Respectfully submitted,

Mary J. Pearson  
Town Clerk

11-9-2006