

TOWN BOARD MEETING AGENDA
April 20, 2022

TOWN BOARD WORKSHOP – Board Room – 6:15 pm

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

PUBLIC HEARING: FOREST LANE APARTMENT PDD AMENDMENT

PUBLIC HEARING: PARK PLACE ON THE PENINSULA PDD AMENDMENT

COMMUNITY EVENTS:

The “BUY A BRICK” program for the Halfmoon Veterans Walk of Honor at the Halfmoon Veterans Memorial in the Town Park is now accepting orders. Create a lasting tribute for your veteran. For more information please call 371-7410 ext. 2200 or visit our website www.townofhalfmoon-ny.gov.

CANAL CLEAN SWEEP: Saturday, April 23rd from 10:00-11:00 AM on Terminal Road on the Mohawk River. Come out and help clean the canal for the summer!

FARMER’S MARKET: Every Wednesday from 3-6 inside Town Hall. Starting June 1st they will move back outside at the Abele Park.

SPRING CLEANUP DATES: April 19, 22, 23, 26, 29 and 30. Tuesday 8 AM-Noon, Friday Noon-5 PM, Saturday 8 AM-3 PM \$5 per carload, \$10 per truck/van/trailer load. Transfer Station Permit required and can be obtained at the Town Clerk’s Office with proof of residency. Go to www.townofhalfmoon-ny.gov for more information.

BLOOD DRIVE: Tuesday, May 17 from 1:00 PM to 6:00 PM at Halfmoon Town Hall. To schedule an appointment call 1-800-RED CROSS or visit redcrossblood.org and use sponsor code HALFMOONTOWNHALL.

2022 RABIES CLINICS: April 5, May 17, June 28, August 23, October 8. At the 4-H Training Center 556 Middle line Road, Ballston Spa. Cats 5:30-6:30, Dogs 6:30-7:30 Vaccinations are FREE.

TWO TOWNS ONE BOOK – Nominate your favorite book for the 2023 Community Read online by going to cphfriends+nycap.rr.com@ccsend.com

DRIVE IN MOVIE: Friday, June 3rd in Town Park near the Parks Building starting approximately at dusk 8-8:15 PM. This FREE event comes with FREE popcorn, water and a special themed giveaway for the kids. Come start the Summer Fun!

TOWN MEETINGS:

Town Board Meetings: 1st & 3rd Wednesday of month at 7:00 pm. Pre-meeting at 6:15 pm

Zoning Board of Appeals: 1st Monday of month at 7:00 pm. Pre-meeting at 6:45 pm

Planning Board Meeting: 2nd & 4th Monday of the month at 7:00pm. Pre-meeting at 6:15pm. (If the Holiday falls on a Monday, the meeting will be held on the next day, Tuesday).

REPORTS OF BOARD MEMBERS AND TOWN ATTORNEY

Kevin J. Tollisen (Town Supervisor)

Paul Hotaling (Deputy Town Supervisor): (1) Chair of Personnel Committee (2) Ethics Committee, (3) Liaison to Trails and Open Space Committee (4) Chair of Infrastructure & Safety (Water, Highway, Building & Maintenance) (5) Co-Chair for Character Counts

John Wasielewski (Town Board Member): (1) Liaison to Planning Board, (2) Chair of Committee of Emergency Services and Public Safety, (3) Liaison to Animal Control and related services

Jeremy Connors (Town Board Member): (1) Liaison to Zoning Board; (2) Liaison to Trails and Open Space Committee, (3) Chair of Business and Economic Development Committee (4) Chair for Not For Profit Organizations

Eric Catricala: (1) Co-Liaison to Planning Board, (2) Co-Chair of Business and Economic Development Committee (3) Chair for Parks and Athletic Organizations, (4) Chair for Recreation (5) Co-Chair for Character Counts

Lynda Bryan (Town Clerk): (1) Chair of Senior Programs, (2) Chair of Committee on Historical Archives

Dana Cunniff (Receiver of Taxes): Chair of Committee on Resident Relations

Lyn Murphy, Esq., (Town Attorney)

Cathy Drobny, Esq. (Town Attorney)

PUBLIC COMMENT (for discussion of agenda topics)

DEPARTMENT REPORTS –

DEPARTMENT MANAGER MONTHLY REPORTS – (Can be viewed at the Town Clerk's Office) Planning Department, Zoning Board, Assessor's Office, Code Enforcement

CORRESPONDENCE

1. Received from the Town Planning Board Resolutions approved at the March 28, 2022 meeting: Sign Application for Impact Athletic, 390 Route 146, for a Positive Recommendation for an Amendment to the Forest Lane Planned District Development (PDD), 300 Forest Lane, for a Special Use Permit for the Townline MCA Development Duplex, 293 Middletown Road and for an Addition to Site Plan & Special Use Permit for the Fairways of Halfmoon Pavilion, 17 Johnson Road, and Relating to the Positive Declaration for ELP Halfmoon Solar, 48 Smith Road.
2. Received from the Town Planning Board Resolutions approved at the April 11, 2022 meeting: Change of Use/Tenant Application for Henry's Detailing, 40 Farm to Market Road, Coughlin's Landscaping, 40 Farm to Market Road, for Care Access Warehouse/Operation, 9 Parkford Drive, for Seasonal Outside Use at Walmart, 1549 Route 9, for American Promotional Events (TNT Fireworks), 1549 Route 9 (Walmart), Regarding Preliminary Subdivision Approval of Hank's Hollow Residential Subdivision, 73 Staniak Road, Approval of the King PDD Retail Building, 5 Halfmoon Crossing, and for Approval of a Minor Subdivision for Lands of Fellows/Werner Road Subdivision, Werner Road.
3. Received from Sine Rofofsky from Bikeatoga, a letter to Supervisor Tollisen explaining the services they offer, offering free refurbished bicycles as well as new safety equipment (helmets, lock, lights, and training wheels-as available). They also help with bike repairs. Volunteers are welcome! Please contact Bikeatoga at 518-290-0746 or email at info@bikeatoga.org for more information.
4. Received from Halfmoon-Waterford Fire District No. 1, their Financial Statement for the year ending December 31, 2021.
5. Received from the U.S. Department of Veterans Affairs, Albany Stratton VAMC, a letter of thanks to the Town for providing food pantry items for Veterans. They are very grateful.

6. Received emails about concerns about the Tribley Residential PDD from Donna Meyers, Sharon Levitas, Lindsay & Claudia Hough.

OLD BUSINESS

145. Resolution that the Town Board rejects the bids submitted for Fuel Bid 1-2022 for Truck Ultra Low Diesel Fuel, Unleaded Regular Gasoline and Kerosene (Diesel/Kerosene Blend) for Town departments.

Resolution Introduced by Town Superintendent of Highways Bryans

NEW BUSINESS

146. Resolution that the Town Board approve the minutes of Town Board Meeting of April 6, 2022 as presented.

Resolution Introduced by Town Clerk Bryan

147. Resolution that the Town Board authorizes the Town Supervisor to solicit bids for Truck Ultra Low Diesel Fuel, Branded Unleaded Regular Gasoline and Kerosene (Diesel/Kerosene Blend) for Town departments for fuel contract period of June 1, 2022 through May 31, 2023 to be received in the Town Clerk's Office by 11:00 am on May 4, 2022, the sealed bids received shall be publicly opened and read aloud at that time. Subject to the review and approval of the Town Attorney.

Resolution Introduced by Town Superintendent of Highways Bryans

148. Resolution that the Town Board accepts the Town Clerk's Certificate of No Filing for the Purchase of Property for Floud Memorial Preserve.

Resolution Introduced by Town Clerk Bryan

149. Resolution that the Town Board of the Town of Halfmoon authorizes the Supervisor to enter into and execute the license agreement with WNYT-TV, LLC to utilize their facility on Bald Mountain to facilitate communications for the water treatment facility, water storage tanks and delivery systems, in the amount of \$468.64 per month from May 1, 2022 through April 30, 2023, in the amount of \$482.71 per month from May 1, 2023 through April 30, 2024, in the amount of \$497.19 per month from May 1, 2024 through April 30, 2025, in the amount of \$512.11 per month from May 1, 2025 through April 30, 2026, in the amount of \$527.47 per month from May 1, 2026 through April 30, 2027, per review and approval of the Town Attorney.

Resolution Introduced by Director of Water Tironi

150. Resolution that the Town Board accepts the Comptroller's Report for the month of February, 2022 as presented.

Resolution Introduced by Comptroller Hatter

151. Resolution that the Town Board accepts the Comptroller's Report for the month of March, 2022 as presented.

Resolution Introduced by Comptroller Hatter

152. Resolution that the Town Board authorizes the Supervisor of Buildings and Grounds to dispose of a 2004 John Deer Wide Area Mower, and a 2004 Locke Deck-Over Trailer by placing them on Auctions International, as both pieces of equipment are no longer of use to the Town, and that the Town Clerk shall update both the Town's Asset Inventory list and insurance coverage, subject to the review and approval of the Town Attorney.

Resolution Introduced by Supervisor of Buildings & Grounds Maiello

153. Resolution that the Town Board hereby authorizes the Supervisor to enter into an Agreement with Barton & Loguidice to provide professional engineering services when the Town Engineer has a conflict pursuant to the letter proposal dated April 11, 2022, and hereby authorizes the Supervisor to execute any documents necessary to effectuate the Agreement, subject to the review and approval of the Town Attorney.

Resolution Introduced by Director of Water and Building Maintenance Tironi

154. Resolution that the Town Board hereby hires Cody Bryans as a Water Department MEO at Grade 5 Base Pay \$23.04/hr., effective May 2, 2022, subject to successful completion of pre-employment testing

Resolution Introduced by Director of Water and Building Maintenance Tironi

155. Resolution that the Town Board authorizes the Director of Water and Building Maintenance to dispose of a 8' Snow Dog Snowplow and a Brunham 550,000 BTU Boiler by placing the equipment on Auctions International as these items have been deemed to be no longer of use to the Town.

Resolution Introduced by Director of Water and Building Maintenance Tironi

156. Resolution that the Town Board authorizes the Comptroller to make the attached Creation of Appropriations.

Resolution Introduced by Comptroller Hatter

A resolution is necessary 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.

AMENDMENT TO LICENSE AGREEMENT

THIS AMENDMENT TO LICENSE AGREEMENT ("Amendment"), dated as of May 1, 2022 ("Effective Date"), is by and between WNYT-TV, LLC, a Delaware limited liability company, 715 North Pearl Street, Albany, NY 12204 ("Licensor") and Town of Halfmoon, 2 Halfmoon Town Plaza, Halfmoon, NY 12065 ("Licensee").

WHEREAS, Licensor and Licensee are parties to that certain License Agreement dated effective May 1, 2017 (the "License");

WHEREAS, Licensor and Licensee desire to amend the License as set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, Licensor and Licensee agree as follows:

1. Extension of Term. The term of the License shall commence May 1, 2017 and shall terminate on April 30, 2027.

2. Rent. Effective as of the Effective Date, rent for each term year of the License shall be as follows:

5/1/22 - 4/30/23	\$5,623.68	Payable \$468.68 in advance monthly
5/1/23 - 4/30/24	\$5,792.52	Payable \$482.71 in advance monthly
5/1/24 - 4/30/25	\$5,966.28	Payable \$497.19 in advance monthly
5/1/25 - 4/30/26	\$6,145.32	Payable \$512.11 in advance monthly
5/1/26 - 4/30/27	\$6,329.64	Payable \$527.47 in advance monthly

*per Cayla McGurn
Business Manager*

3. Other Terms and Conditions Remain. Except as expressly set forth in this Amendment, the License otherwise is unmodified and remains in full force and effect. All capitalized terms used but not defined herein shall have the same meanings as defined in the License.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Amendment on the date first set forth above.

WNYT-TV, LLC.

By:

[Signature]
Jon Hitchcock

7/8/22

Its: Vice President & General Manager

TOWN OF HALFMOON

By

Its

Supervisor, Town of Halfmoon

Barton & Loguidice

April 11, 2022

Kevin Tollisen, Town Supervisor
Town of Halfmoon
Two Halfmoon Town Plaza
Halfmoon, New York 12065

Re: Town of Halfmoon Consulting Services
File: 710.1875

Dear Supervisor Tollisen,

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this initial proposal for general engineering, planning, inspection, and land use review board services. Typically, our services to other local communities consists of the review of applicant's submissions, which usually include the following types of documentation:

- Subdivision or Site Plan Application
- SEQR Documentation
- Plan Set
- Wetland Report
- Stormwater Pollution Prevention Pan (SWPPP)
- Stormwater Management Report (SWMR)
- Water Engineering Report
- Sanitary Sewer Engineering report
- Traffic Impact Study

A. SCOPE OF SERVICES

The professional services to be provided by B&L are as follows:

1. Provide general planning, environmental, and engineering review, evaluation, written comment and follow-up on the submitted documents and any subsequent revisions thereto, for compliance with applicable Town and State standards and regulations (as applicable), and accepted planning and engineering practices.
2. Provide detailed technical engineering review, evaluation and written comment as necessary on above noted submitted documents, and any subsequent revisions thereto, for compliance with Town standards, regulatory review agency standards, and accepted planning and engineering practices.

Kevin Tollisen, Town Supervisor
Town of Halfmoon
April 11, 2022
Page 2



3. Communicate with Town staff (and Design Engineer if directed by the Town) regarding design issues/concerns related to the project.
4. Conduct one site visit and attend Town meetings as requested.

FEE FOR SERVICES

B&L will provide these services on a time and expense basis in accordance with our current billing rate schedule in effect at the time the services are rendered in accordance with our Master Services Agreement. Attached is our 2022 Standard Billing Rate Schedule. Note that the following titles and rates are most likely to provide services on these reviews:

Senior Project Manager	\$195
Staff Engineer	\$140
Senior Project Community Planner	\$126
Engineer I	\$114
Community Planner II	\$ 99
Senior Group Technical Assistant	\$ 82

The number of submissions, and thus the final effort to complete a thorough review of the project on behalf of the Town is unknown at this time and is dependent upon the complexity of the project and issues that arise as the project moves forward. Therefore, the fee provided at the commencement of the project is only an estimate based on past experience and may be subject to change.

If the Town requires our services for review of applications, we are ready to commence services once the initial escrow has been deposited with the Town.

If you have any questions, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher, P.E.
Senior Vice President

DHF/

Encl. 2022 Standard Billing Rate Schedule

Barton & Loguidice
Billing Rates For Calendar Year 2022



Travel by passenger vehicle*IRS standard mileage rate
 Overnight travel & subsistenceat cost
 Telephone, postage, overnight delivery, etc.....at cost
 In-house printing Unit rate schedule for printed material
 Field equipment & expendablesUnit rate schedule
 Outside services including lab services & printingCost plus 15%

INDIVIDUAL TECHNICAL EMPLOYEES AT THE FOLLOWING HOURLY RATES:

<u>Billing Title</u>	<u>Hourly Rate</u>
Executive Manager	\$270.00
Manager V	\$232.00
Manager IV	\$210.00
Manager III	\$195.00
Manager II	\$183.00
Manager I	\$170.00
Professional VI	\$156.00
Professional V	\$140.00
Professional IV	\$126.00
Professional III	\$114.00
Professional II	\$99.00
Professional I	\$82.00
Technician VII	\$139.00
Technician VI	\$131.00
Technician V	\$115.00
Technician IV	\$107.00
Technician III	\$96.00
Technician II	\$80.00
Technician I	\$69.00
Construction III	\$131.00
Construction II	\$111.00
Construction I	\$99.00
Technical Assistant III	\$97.00
Technical Assistant II	\$82.00
Technical Assistant I	\$70.00

* IRS standard mileage rate in effect at time of travel (exclusive of operator time).

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL ENGINEERING SERVICES
provided by
BARTON & LOGUIDICE, D.P.C.

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

2.0 Payment Procedures

Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services

If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.0 Termination

If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.0 Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries

Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly *engineering* opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.0 Dispute Resolution

Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.0 Total Agreement

This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.