

The February 02, 2022 meeting was called to order at 7:00 pm by Town Supervisor Tollisen in the A. James Bold Meeting Room with the following members present:

Kevin J. Tollisen, Supervisor
Paul L. Hotaling, Councilman
John P. Wasielewski, Councilman
Jeremy W. Connors, Councilman
Eric A. Catricala, Councilman
Lyn A. Murphy, Town Attorney
Cathy L. Drobny, Deputy Town Attorney
Lynda A. Bryan, Town Clerk

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

PRESENTATION: TRIBLEY RESIDENTIAL – ARLINGTON HEIGHTS PDD AMENDMENT

Supervisor Tollisen recused himself from this matter and Deputy Supervisor Hotaling presided.

Jason Dell, Engineer for Lansing Engineering: I am here on behalf of the applicant for the Tribley Residential – Arlington Heights PDD Amendment. Our goal for this evening is to introduce this project to the Board and possibly send the project to the Planning Board for recommendation.

The project site is 315 Farm to Market Road and encompasses approximately 22 acres. Last time that we were before this Board with this property, it was a significantly different application than what we are here before you this evening with. For this project, it will consist of amending the Arlington Heights PDD to include this parcel at 315 Farm to Market Road to allow for the development of 44 single family homes. The project will have 2400 linear feet of road will be constructed the access will come off of Farm to Market Road and go out to a T intersection with the circular drive around the project as well as a road extending into Saville. All of the roads for the project intend to be dedicated to the Town of Halfmoon. So, for this project, we are proposing similar setbacks as are what are included in the current Arlington Heights PDD and those are front yard 35' setback and 10' side yard setback and rear setback of 25'. Water and sewer will be provided to the project by municipal connection to the water system and via connection to the Saratoga County Sewer District System. As the public benefit to the project, the applicant is proposing to construct a 6,000 square foot garage over to the Town Park for use by the Highway Department.

So, we are here this evening to introduce the project to the Board, answer any questions that they may have and the hopes that it gets referred to the Planning Board.

Councilman Connors: Good evening Mr. Dell, just for clarification that is for the Park services, right?

Jason Dell: Ok, yes.

Deputy Supervisor Hotaling: One of the comments that I have gotten so far from the Highway Superintendent so far are about the cul-de-sac

Jason Dell: As we move forward, we can certainly remove that cul-de-sac if that is something that this Board and Highway Superintendent would like us to do. We did get comments that Rich had forwarded. I did not want to submit a revised plan right before the meeting since this was the plan that was submitted, but as we move through, we can certainly look to eliminate that cul-de-sac.

Deputy Supervisor Hotaling: OK.

Attorney Murphy: Does anyone else on the Board have any other questions?

RESOLUTION NO. 74-2022

Offered by Councilman Connors, seconded by Councilman Wasielewski: Approved by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Councilman Connors

RESOLVED, that the Town Board refers the Tribley Residential – Arlington Heights PDD Amendment to the Planning Board for recommendation.

RESOLUTION NO. 75-2022

Offered by Councilman Wasielewski, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Councilman Wasielewski

RESOLVED, that the Town Board declares Lead Agency pursuant to SEQRA for the Tribley Residential – Arlington Heights PDD Amendment

PRESENTATION: PROPOSED 2022 ZONING & CODE AMENDMENTS

Rich Harris: Building & Planning Development Coordinator gave the following presentation:

**PROPOSED
2022 Zoning & Building Permit Amendments
2/2/22**

ZONING

1. Amend definition of “farm” to delete reference to “domestic animals” (Amend 165-5.Definitions)
2. Flag lots: Amend “flag lot” definition in Subdivision Code (Ch. 143) to match Zoning Ordinance (Ch. 165) (Amend 143-2 & 165-5.Definitions).
3. Double Frontage Lots:
 - a. Amend Definitions in Zoning (165-5) to change “Lot, Through” to read “Lot, Double Frontage” to match term used in Subdivision Code (143-2).
 - b. Add a new 165-32.G. to clarify that on Double Frontage lots, the applicant shall designate the front and rear yards; the Planning Board shall make the final determination determine regarding this designation in order to maintain consistency with the character of the neighborhood.
4. Title Correction: Correct title in 165-22.3(A)(1) to read “M2 – Clean Manufacturing”
5. Amend Cluster Subdivision Law (143-6.C) to allow reduced ROW to 50’ at the discretion of the Town and subject to Planning Board approval
6. Remove “Conservation Subdivision” text due to Cluster Law enactment (delete 143-6(D))
7. Require residential uses in the M-2, W-1 & W2 districts to meet Schedule A requirements for the same uses in the R-1/A-R districts. (Amend 165 Attachment 1, Schedule A)
8. Remove the WP-1 Wetland (Wellhead) Protection Overlay District text to be consistent with its removal from the Zoning Map in 2019. (Delete 165-18)

SIGNS

SIGNS

9. Directional Real Estate Signs – Clarify conflicting sections regarding directional Real Estate signs in the Town Right-of-Way (ROW).
 - Amend 165-50.F to allow an exception for directional real estate signs pursuant to 165-48.E
 - Amend 165-48.E. to increase the allowable size for directional real estate signs in the Town ROW to 8 square feet; no higher than 4 ft off the ground; such signs may be removed at the discretion of the Town; delete reference to ability to apply to Planning Board for temporary signs at major intersections; no building permit or Planning Board approval required.
10. Sign Setbacks. Eliminate 50 ft setback for signs adjacent to residential districts. (Amend 165-50.N)
11. Nonconforming signs. Eliminate requirement that “person, place, establishment, business and service” identified by the nonconforming sign must remain the same. (Amend 165-52.2.B.)
12. Banner & Pennant Signs: Allow flexibility in the use of banner & pennant signs for businesses:
 - I. Grand Openings: Allow banner & pennant signs for grand openings 30 days before and 30 days after opening. (Current code just allows “thirty-day maximum”). (Add to 165-48.G)
 - II. Businesses: Allow banner & pennant signs
 - mounted in the ground;
 - maximum of one (1) sign per business, with a maximum of three (3) in total at any time for a plaza, strip mall or other multi-tenant facility;
 - must not impede safety or sight distance at the determination of the code enforcement officer/building inspector;
 - shall be located on the same parcel that the business is located;
 - may be removed/cause to be removed at discretion of code enforcement officer/building inspector;
 - no building permit or Planning Board approval.(Amend 165-50.I.)

BUILDING PERMITS/CODE ENFORCEMENT

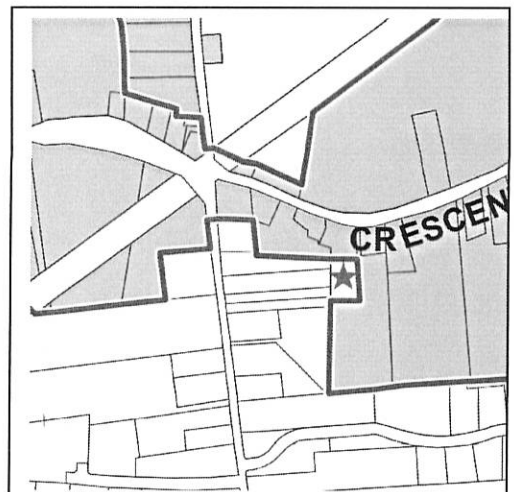
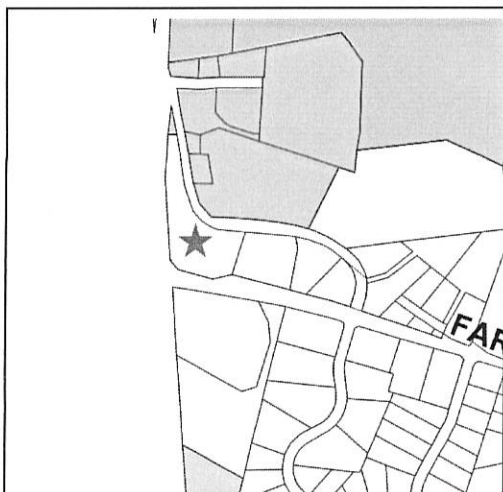
13. Decks: Add “decks” to types of construction requiring a building permit and require plans stamped by a licensed professional for decks over 5 ft. in height, as determined by the Code Enforcement Officer. (Amend 71-5A(1))
14. Pools (setbacks): Add minimum setbacks for swimming pools of 10’ from house and 5’ from property lines and wetlands; add statement that pools are not considered structures/accessory structures but subject to the provisions of 71-5. (Amend 165-34)
15. Demolition of agricultural buildings. Allow demolition of “agricultural” buildings without a permit (to be consistent with NYS building codes. (Amend 71-5.A(3))
16. Fuel burning appliances. Delete the word “solid” from “solid fuel burning heating appliances”. (Current wording doesn’t include gas/propane fireplaces; Amend Sec 71-5.A(1))
17. Municipal sewer connection. Require connection to municipal sewer for new structures when an accessible public sewer main: (1) is located within a public street or public right-of-way within 200 feet of any property boundary along such public street or public right-of-way; or (2) is located on a public or private easement that the structure/lot has a right to access within 200 feet of any property boundary. (Amend Sec 71-5)
18. Delete Permit Exemption. Delete 71-5.A.2(b)(1) to remove the building permit exemption for alterations to existing structures valued \$10,000 and under. (NYS building codes do not allow such an exemption).
19. Cul-De-Sacs/Dead-Ends: Provide discretion to the Planning Board to increase the maximum number of residential units allowed on a single-access road, but no greater than 30 units; require an alternate entrance to be at least 300 ft from the primary entrance to be considered a second entrance for purposes of this section. (Current Town Code allows up to 18 units; amendments would bring Town Code into compliance with NYS Fire Code.) (Amend 143-21.I & 74-3.F.2).

ROAD DEDICATION PROCEDURES & CONSTRUCTION REQUIREMENTS

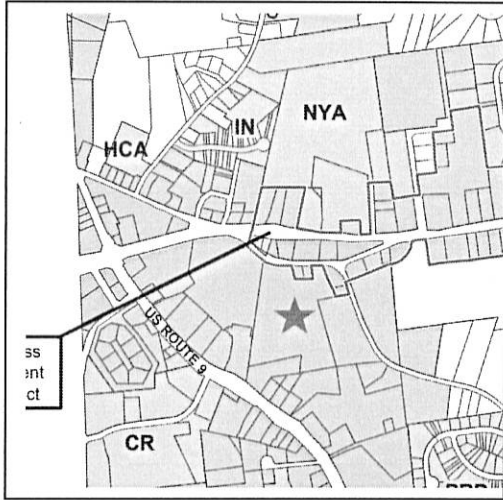
20. Pipe Inspections: Authorize the Town to perform or require applicants/private infrastructure owners to perform an internal pipe inspection through the use of a camera or other technology that can be viewed and recorded. (Amend Road & Infrastructure Dedication Procedures, 74 Attachment 3 (7.A.) & Construction Practices 74-8)
21. Document Copies & Format:
(1) Require paper and/or electronic copy of as-built record mapping and certified survey documents for public and private structures on Town property in a manner as proscribed by the Town Attorney. (Amend Road & Infrastructure Dedication Procedures, 74 Attachment 3 (7.A.);
(2) Require electronic and paper copy of final Stormwater Pollution Prevention Plan (SWPPP) (Amend 165-90.E)
22. Pipe Delineations: Require all storm drainage pipe ends (inverts, outfalls) to be delineated/marked in a manner subject to the approval of the Town prior to dedication and/or conveyance of an easement. (Add new 74-4.C(7)).

RE-ZONING/ZONING MAP CORRECTIONS

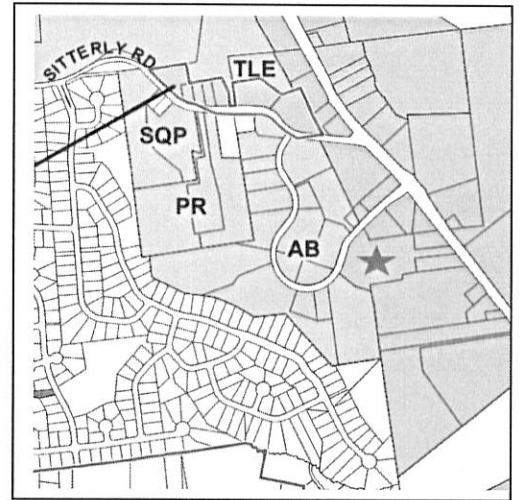
23. Zone Change: 130 Meyer Road/Power's Pub (SBL 266.-1-47) - Change to C-1 Commercial.
24. Zone Change: Crescent-Vischer Ferry Rd land locked parcel (SBL 284.-4-17.2) - Change to C-1 Commercial to match surrounding parcels.
25. Map Error Correction: Martindale Mobile Home Park (SBL 272.-2-59) to read R-2 Mobile Home Park.
26. Map Error Correction: 6 Corporate Drive (SBL 278.-2-88) to read Abele PDD.
27. Map Error Correction: Hayner Heights (1301 – 2904, 3001, 3400) & 20, 22, & 24 Rt. 236 to read R-3 Residential.
28. Map Error Correction: Lots in Crescent Commons MHP to reflect location in MHP.
29. Map Error Correction: SBL 284.-4-86 to Forest Lane PDD; remove SBL 284.-4-87 from Forest Lane PDD & revise to R-1 Residential to match approved Site Plan.
30. Map Error Correction: Town Water Department, Brookwood Rd (SBLs 280.-2-57 & 280.-2-58) to read Town-Owned.
31. Map Error Correction: Creekview Estates PDD; remove SBLs 273.-1-71.131, 273.6-3-9, 273.-1-71.12, 273.-1-71.2, 273.-1-71.3 from the PDD & restore to correct zoning (A-R).



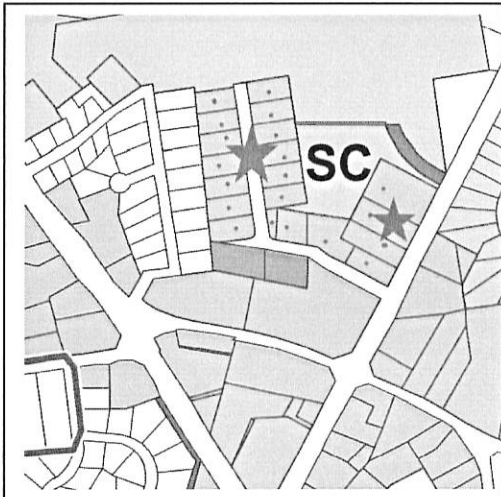
23. 130 Meyer Road/Power's Pub (SBL 266.-1-47):
 parcel
 - Change to C-1 Commercial
 Commercial to



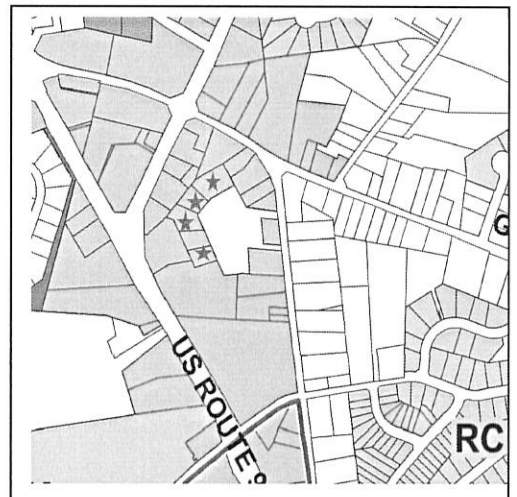
24. Crescent-Vischer Ferry Rd land locked
 (SBL 284.-4-17.2) – Change to C-1
 match surrounding parcels



25. Map Error Correction: Martindale Mobile Home
 Corporate Drive
 Park (SBL 272.-2-59) to read R-2 Mobile Home Park
 PDD



26. Map Error Correction: 6
 (SBL 278.-2-88) to read Abele



-5-

27. Ma
 Co
 -2904,
 CRESCENT RD (CO 92)
 FL
 DUNSACH RD
 BEACH RD



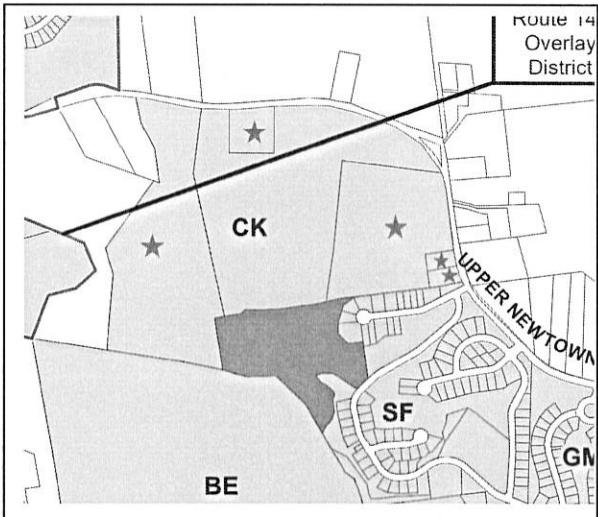
28. Ma



29. Map Error Correction: SBL 284.-4-86 to Forest Lane
Department
PDD; remove SBL 284.-4-87 from Forest Lane PDD
2-58) to read
& revise to R-1 Residential to match approved Site Plan

30. Map Error Correction: Town Water
Brookwood Rd (SBLs 280.-2-57 & 280.-
Town-Owned

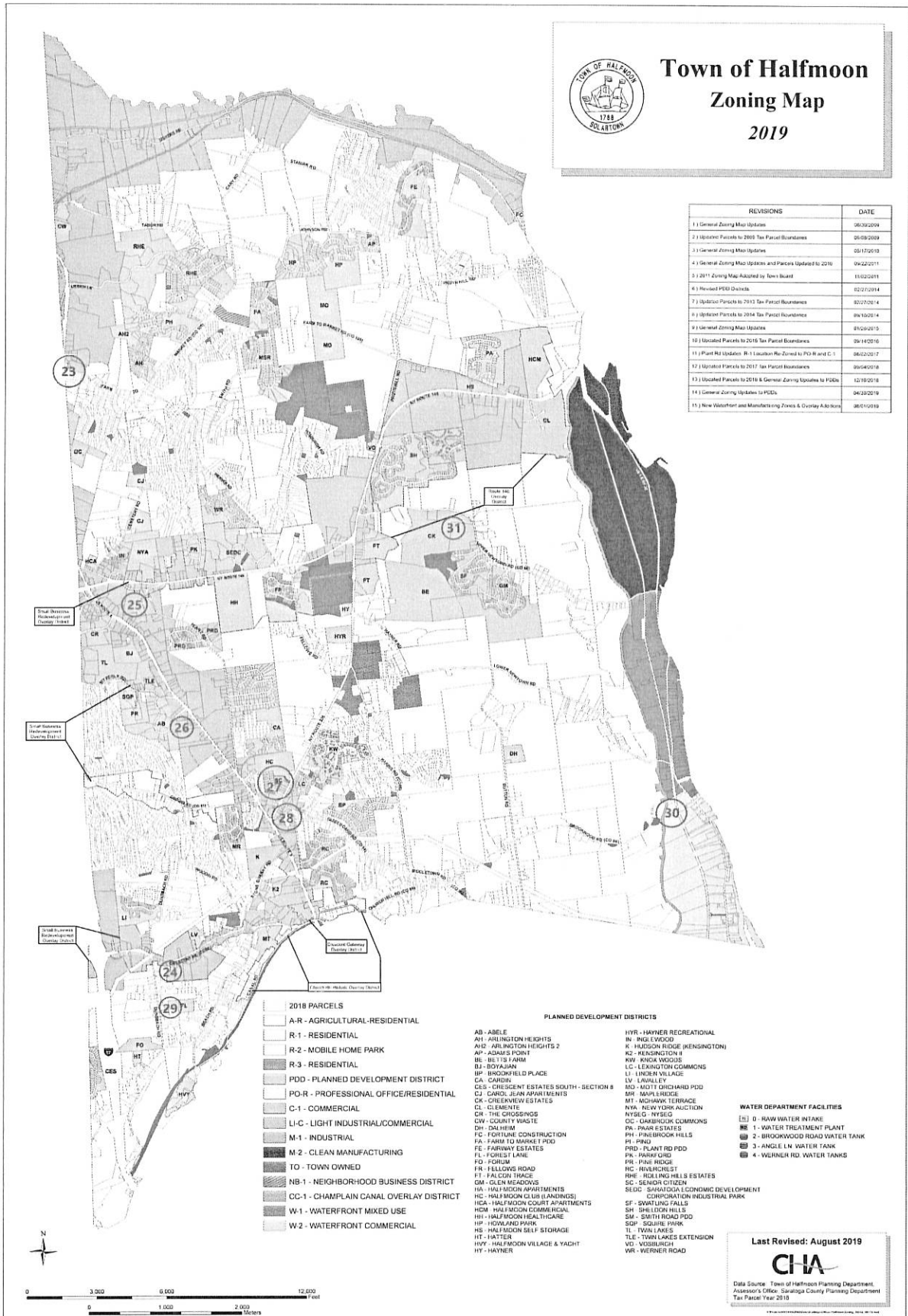
31.



Map Error
Correction:
Creekview Estates

PDD; remove
SBLs 273.-1-71.131, 273.6-3-9, 273.-1-71.12, 273.-1-71.2,
273.-1-71.3 from the PDD & restore to correct zoning (A-R)

The map displays several zoning districts: CK (Community Center), BE (Business Professional Office), SF (Single-Family Detached), and GM (General Medium-Density Residential). A Route 14 Overlay District boundary is shown as a thick black line. A shaded area, identified as Creekview Estates, is located within the SF and BE districts. Stars are placed on the map to indicate specific locations of interest.



RESOLUTION NO. 76-2022

Offered by Councilman Wasielewski, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Councilman Wasielewski

RESOLVED, that the Town Board declares Lead Agency pursuant to SEQRA for the 2022 Zoning & Code Amendments

RESOLUTION NO. 77-2022

Offered by Councilman Wasielewski, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala

Resolution Introduced by Councilman Wasielewski

RESOLVED, that the Town Board schedule a Public Hearing for the Proposed 2022 Zoning & Code Amendments for March 2, 2022 at 7:00 PM or as soon as the agenda allows in the A. James Bold Meeting Room.

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.

SPRING CLEANUP DATES: April 19, 22, 23, 26, 29 and 30. Face covering required 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.

PAPER SHREDDING DAY: April 9th from 9:30 AM-11:30 AM at the Halfmoon Highway Garage located at 322 Route 146. This is a FREE service for Halfmoon residents. You are asked to bring at least one canned item per box for the Food Pantry.

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

CLIFTON PARK – HALFMOON LIBRARY USED BOOK SALE will be March 24 – 27 at the library

TOWN MEETINGS:

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

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

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

Trails and Open Space Committee: 2/22, 4/18, 5/16, 7/18, 9/19, and 11/21/22, at 7:00 pm in the Town Hall.

PUBLIC COMMENT (for discussion of agenda topics)

REPORTS OF BOARD MEMBERS AND TOWN ATTORNEY

Kevin J. Tollisen (Town Supervisor)

There are many Community Events as we are heading into February and out of the winter season except for the storm this weekend. I know that our Highway guys will be out and keeping us as safe as possible.

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

Hats off to our Highway Crew. They take care of as well as many other things that are going on including:

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PAPER SHREDDING DAY: April 9th from 9:30 AM-11:30 AM at the Halfmoon Highway Garage located at 322 Route 146. This is a FREE service for Halfmoon residents. You are asked to bring at least one canned item per box for the Food Pantry.

Supervisor Tollisen: April 9th is going to be a busy day. The Spring Easter Eggs-Travanga that Celebrations will be putting on that day. Also, April 9th is the annual Yellow Ribbon Day honoring our Troops and those who are in harm's way. It will be held at the Veterans Memorial at 11:00. So, there is going to be a lot of things going on April 9th, so please note those.

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

Thank you, Mr. Supervisor. In view of the impending snow storm, I would like to remind everyone that fire hydrants should be shoveled 3 feet in all directions from the hydrant. It takes the fire departments valuable time to uncover the hydrants once they have iced over. It can mean the difference between life and death. If there is a hydrant in front of your home, please shovel it out 3 feet in all directions. That is all that I have this evening. Thank you.

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

Thank you, Mr. Supervisor. Just a few things, with snow on the ground, Baseball and Softball Sign-Ups are on the way. If your child is looking to get on a team and participate, now is the time to sign-up. Go to the website and they have all of the instructions to navigate. That is all that I have, thank you.

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

I have nothing this evening, thank you.

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

I also have nothing this evening, thank you.

Dana Cunniff (Receiver of Taxes): (1) Chair of Committee on Residents Relations

Lyn Murphy, Esq., (Town Attorney) I have nothing this evening, thank you.

Cathy Drobny, Esq. (Town Attorney) I have nothing this evening, thank you.

Supervisor Tollisen: I will just note that a couple of weeks ago, on a Saturday, we did have a Covid Test Kit distribution. If anyone is in need of Covid Test Kits, we still have a number of kits available that are free to our residents. Go to the Town Clerk's Office to pick them up. I have been notified from Emergency Services today that more are coming, so if you need test kits, know that we have them here for anybody at no charge.

PUBLIC COMMENT (for discussion of agenda topics)

Edward Dewhurst, 17 Gladstone Circle: I have a couple of questions regarding the Tribley Residential – Arlington Heights PDD

Supervisor Tollisen: Mr. Hotaling, with respect to that, I will recuse myself again.

Edward Dewhurst: What is the need to have an amendment to the Arlington Heights PDD, why isn't there a standalone PDD?

Attorney Murphy: It keeps it more consistent with the development that is already there if they just add to it so instead of having different setbacks or different rules, this keeps it consistent by extending the PDD that already exists.

Edward Dewhurst: Does that extend the features, does it extend the Homeowners Association?

Attorney Murphy: No

Edward Dewhurst: Do we know what type of construction these homes will be? They are single family homes, they're not like modular homes, do we know that?

Rich Harris, Director of Building & Planning: They need to meet the Building and NYS Codes.

Edward Dewhurst: It is not a mobile home

Attorney Murphy: No

Edward Dewhurst: It is not that kind of.....ok, thanks.

Rich Harris: Let me just clarify. What people call mobile homes are called manufactured homes in the building code, or what some people call modular, which is that they are factory made and there are many throughout the town that you would probably not know that they are modular.

Attorney Murphy: He's not saying that it is a modular home development, he's just explaining the difference between the two structures.

Edward Dewhurst: I understand, I understand.

Rich Harris: Possibly the applicants representative could clarify the type of construction you plan to use; is it stick built or modular or combination?

Jason Dell: (spoke from the audience and could not hear completely) The applicant typically does stick built homes

Edward Dewhurst: Ok. Is there a minimum size for the homes, is there for the lots? So, square footage wise for each home, there is not a minimum size that is required?

Rich Harris: The applicant hasn't proposed a minimum size and the Town Board obviously hasn't enacted one, but as long as it meets the building code and unless there are some other restriction or minimum, it would need the state building code.

Edward Dewhurst: Ok. I noticed that the target market is seniors and first time home buyers. Are there government subsidies involved with this project to the homeowners or anything?

Rich Harris: The applicant hasn't indicated that.

Edward Dewhurst: Ok, alright. Lastly, can you point me too, has the town identified a need for another garage at the Town Park maintenance facility.

Deputy Town Supervisor Hotaling: Absolutely. We have equipment sitting outside, pressure treated lumber and materials that there is no housing for.

Edward Dewhurst: Alright, and you have identified that need before at prior meetings?

Deputy Town Supervisor Hotaling: Yes

Edward Dewhurst: Can you tell me about what time so I don't have to search through all of the minutes?

Attorney Murphy: So, if you're asking if this Board adopted a resolution that says that we need A through Z, the answer to that is no. They identify them as needed in consultation with the department chairs. So, there isn't a spot

Edward Dewhurst: I wasn't looking for a resolution, I was just looking for where this was discussed

Attorney Murphy: You're not going to find it in the minutes.

Edward Dewhurst: OK, thank you very much.

Pat Donovan, 9 Saville Row: Just a follow up to Mr. Dewhurst's question, I'm a little confused about this garage. Is this a gift from the builder to the town if he is to get approval? So, if he doesn't get approval, you don't get your garage? Is that how this works?

Attorney Murphy: It's called a public benefit. In order to have a PDD, they have to do something that is positive for the residents that will be affected by any development and typically that is the whole entire town. So, every PDD has a public benefit associated with it and this was one that was identified by the town that is necessary for the town.

Pat Donovan: and all builders that build in the Town of Halfmoon do this?

Attorney Murphy: All builders, just like your builder did because it is a PDD. It has to be a Planned Development District, if it is a Subdivision by right, they do not do that.

Pat Donovan: Is there a monetary number that is attached to that?

Attorney Murphy: No.

Pat Donovan: So, if they wanted to pay for something for \$50.00, they could get away with that?

Attorney Murphy: No, the Board has to approve the public benefit and make a determination that it is in fact worth the difference in zoning that they are requesting.

Pat Donovan: But if he does not get approval, you do not get your garage, is that what happens?

Attorney Murphy: That's correct.

(Conversation in the audience that was not able to be recorded)

Attorney Murphy: We haven't had the garage in forever, so if you think that we are going to act differently that is not an appropriate assumption.

Mary Zacola, 3 Saville Row: I just want to tell you one thing, if this happens and he builds that garage and he gets approval, I guarantee you, it will be in every newspaper, guaranteed.

Attorney Murphy: I just want to clarify. It's 100% legal and pursuant to the law that they do it.

Mary Zacola: I don't believe it. Ya know, if he can get away with it, good for him.

Attorney Murphy: You're builder did the exact same thing.

Mary Zacola: What?

Attorney Murphy: You're builder did the same exact same thing. He provided a public benefit in exchange for the change to zoning.

Mary Zacola: I can't hear a word you are saying with that thing on.

Attorney Murphy: Well I'm sorry, I am just abiding to what the governor said. You're builder did the same thing in order for your houses to be built the way that they were built.

Mary Zacola: I can't believe that, that can go a lot of ways. That's disgraceful. Its plain disgraceful.

Attorney Murphy: It's what the law says

Mary Zacola: I don't care what the law says, it's still disgraceful.

Attorney Murphy: I appreciate your opinion.

Mary Zacola: Good, thank you. What else are you going to do, his own airport? God.

Supervisor Tollisen: Anyone else?

Mike Morand: (Zoom) I have some serious concerns about that garage being built also. It looks to me like a pay to play type deal. I also have concerns with the connecting road to Arlington Heights whether or not if that will be an emergency access road or is it an actual paved road? Based on the plans submitted, it wasn't very clear and I hope that that gets addressed. I also have concerns with the storm water runoff and the sewer connection. Will that sewer connection be connected into the pumping station that is currently down in the Arlington Heights Homeowners

Association and will this new Tribley part of the Arlington Heights PDD also be part of the Homeowners Association? Those are some of the questions that I am looking to find answers too.

Rich Harris: The applicant's engineer did state in his presentation and it is proposed on the plan that the connection would be a town road, not limited to emergency access. So it would be a town road connected to the 60' right away that the town owns on Saville. Regarding the sewer connection, Jason Dell, the engineer is here tonight, can you answer? We haven't got that detail on a plan. It is currently a concept plan, he is here to answer about the sewer.

Jason Dell: We will be connecting to the Saratoga County's Sewer Districts system that is in Arlington Heights. I did have initial conversations with William Bills, the collections manager down at the Sewer District who indicated that there is available capacity in that area. As part of the project they will do a detailed review of the project plans as well as the anticipated loading. What they've recently required, our flow studies if there is any question as to the available capacity, we will look at their run time values that they currently have in the pump station to make sure that there is capacity. So, that is built in as part of the review. We will have to go the Sewer District. They will review the sewers as well as NYS DEC will review the project for the sewer collection system as well.

Rich Harris: Can you touch upon Stormwater management, which you brought up?

Jason Dell: We will have to prepare a storm water pollution plan which will be reviewed and approved by MJ Engineering as part of the Planning Board process. We will have to meet all of the NYS requirements for storm water management and that will all be provided to the town as we move through the design engineering phase of the project.

Rich Harris: Also, the applicant is not proposing, nor would residents be required to become members of an HOA. The town does not have an active role in forming HOA's. I can tell you that the developer's history in the town, he does not have HOA's on his projects. The common area lands, he maintains ownership of.

Deputy Supervisor Hotaling: Mr. Harris, can you clarify, the original Arlington Heights was built to have a secondary access

Rich Harris: Correct. There is actually two 60' rightaways that were dedicated to the town. One to this property, which has not been paved but it was a 60' right away that was dedicated as part of the dedication to Saville. There is another stub to the property directly to the west that has not been constructed, that was dedicated to the town for a potential, future connection.

Mike Morand: Can you tell me if the width of the road in the Tribley project will be same or wider than the ones in Arlington Heights?

Rich Harris: The Highway Superintendent has discretion, it would be a 28' wide road with 2' wing wedges on each side for a total of 32' of pavement. The Highway Superintendent is nodding his head from the audience, so it would match.

Mike Morand: Thank you.

Lindsay Huff: (Zoom) Mr. Huff is having difficulties connecting

Brian Manion: (Zoom) Two questions regarding the Tribley proposed development. The first is regarding the public benefit. It has always been my understanding that the public benefit is something that benefits the residents are actually able to use like sidewalks or a playground or something along those lines. I totally understand

that a garage for the town, benefits the town and the town services the residents but am I wrong in thinking that it should be a benefit should be something that the residents can actually use?

Attorney Murphy: There is no restrictions in the Local Law that requires it to be what you're describing.

Brian Manion: OK. My second question regarding the density of the proposed density of the Tribley development. Does the proposed density, is that contingent upon the joining of the PDD of Arlington Heights or does the project stand alone on its own?

Rich Harris: The Board can evaluate that either way or both ways as you're discussing it. I've seen this Board and the Planning Board's discussed density based upon useable acreage, density on gross acreage of an entire PDD. That happened with another PDD a couple of years ago know as Eastpointe/Englewood or they can look at it stand alone as their own.

Brian Manion: Which I understand that, but I guess my question is based on the numbers that I saw about minimum lot sizes and the number of units, it doesn't appear that the acreage of the land that certainly is going to occupy towards Warren (?) would allow for that number of units, correct?

Rich Harris: No actually, Tribley is 22 acres and there is 44 lots = two units per acre which conventional zoning under our subdivision laws is about two units per acre, 20,000 square foot. So, they are actually clustering just about the same number of units as would be allowed on a conventional subdivision, about two units per acre which is actually is very low density in terms of our conventional subdivision laws. A PDD like this allows them to cluster it.

Brian Manion: I understand that but correct me if I am wrong, but does the amount of wetlands need to be factored into the useable acreage versus the

Rich Harris: No, our ordinance doesn't require usable acreage to factor in.

Brian Manion: OK.

Rich Harris: Certainly the Board can consider that. I'm not denying that it's something that they can consider. Gross acreage is what has traditionally been used to discuss density.

Brian Manion: OK. Thank you very much.

Lindsay Hough: (Zoom) I am sorry that I missed the presentation earlier, I wanted to make sure that everyone was aware of the fact that the current Mr. Tanski application has two maps with inconsistent placement of the residents (?) were you aware of that?

Rich Harris: Yes, I had e-mail correspondence with you, just so that you understand, that second map is a survey map. It is intended to show the lines proposed by the surveyor. They don't typically show adjacent houses on adjacent property and thus the firm, Lansing provides Google Maps or aerial image to help residents and the Board understand the placement of the homes. But for the surveyor to include the precise locations of adjacent homes, would not be typical. Just so that you understand, that is why they do the colorized Google image. It might appear inconsistent but it would be very costly to survey that.

Lindsay Hough: The size of the storm water management area is different

Rich Harris: Yes, they haven't done the engineering for that yet. At this point, typically builders do not delve too far into detailed and costly engineering until they move a little bit along the process and understand the number of lots and it's typically before the Planning Board and the town engineers start taking a look at it. Typically, the builders will then develop a more detailed engineered plan consistent with state and local regulations for storm water. So there is an inconsistency there but it is more of a place holder at this point, so you know.

Lindsay Hough: OK, does it mean that when they decide where they are going to put the houses, that they have already been approved by the town?

Rich Harris: At the end of the day, the town would approve the lots and then the builder can put their houses anywhere within what is called the building envelope. The building envelope for these lots as Mr. Dell explained earlier is similar building envelopes as to those in Arlington Heights in terms of setbacks: rear, side and front. The houses shown on these plans, I doubt that any of these houses will actually look just like the colorize rendering. They are just to give you an idea but it needs to be within the building envelope when it comes to the point of a building permit.

Lindsay Hough: OK, so which diagram do I look at to understand the size of the building envelope?

Rich Harris: It would be the survey plan. That's the dotted line inside the solid lines on each lot.

Lindsay Hough: So on the survey plan, which is a black and white drawing. The dotted lines indicate the potential place where our residents could be placed.

Rich Harris: That is correct, anywhere within the dotted line.

Lindsay Hough: OK, so we really don't have any idea where they are going to line up. We know that there is a potential rear, side, front and back setbacks specified within that envelope.

Rich Harris: And that is consistent with any construction in town. There is a building envelope and when they get out there the owner might want a front load garage, a side load on the left side. It might be a very large house and due to slopes on the lot or topography or boulders they find in the ground, they relocate the exact placement. But it has to be within that building envelope. So these are just representations.

Lindsay Hough: OK, thank you for your comprehensive answer. Thank you very much. I just want to ask one more question. There were a lot of square footages, acreages and some inconsistencies and incomplete information in the written form that was submitted. I want to make sure that everyone knows that there are 70 homes in Arlington Heights and not 44 that is in the application. Is everyone on the same page on that?

Rich Harris: Yeah, I'm not sure why the applicant put 88 total

Lindsay Hough: After the merge with Arlington Heights should be 114.

Jason Dell: (spoke from the audience and was difficult to hear) It is the way it was written in the 2006 amendment to the Arlington Heights PDD is 44 homes. I will certainly clarify that to read 114.

(Mr. Hough was not able to hear Mr. Dell)

Rich Harris: OK. He was going off the amendment of 2006 for the Arlington Heights PDD, so he acknowledged that he will update it to reflect the numbers in the entire PDD.

Lindsay Hough: OK, so the last question I have is the Town Code specifies that for a single family residence, no more than 3 units per acre, acre should be considered mitigating circumstances, we don't need to talk about those tonight. I heard someone answer the question that 3 units per acre was total acres not useable acres. Is that the Town Code?

Rich Harris: For a PDD the Town Board can consider total acreage and not just useable, they have the ability too.

Lindsay Hough: (Could not understand the question)

Rich Harris: I do not know who said or I recall 3 per acre, I mentioned 2 units

Lindsay Hough: The Town Code says

Rich Harris: This is a PDD though, they can write the zoning....it's gross acreage they can use. This is actually less dense than that. This is proposed at approximately 2 units per acre.

Lindsay Hough: Well it depends how you are counting the merger and how you are counting the acreage and how you are counting the houses and none of that was done correctly

Rich Harris: Can I just add, the Tribley property is 22 acres and they are proposing 44 units so that's 2 units per acre, gross acreage, correct, including wetlands and everything. The Board can decide to consider this as 22 acres total for density or less than that but typically it is considered gross.

Lindsay Hough: In the Tribley apartment proposal he specified useable acreage as 14.1 acres. Now, that number is not given in the present proposal. I am asking for it and if you can't come up with it now, I understand, you came up with all of the numbers in Arlington Heights, but what we're interested in to build this plan with the road specified, with 2,400 linear feet, I'm asking for the applicant to state what he considered contingent useable property acreage. That is not in the application.

Rich Harris: Jason, wouldn't it be the same 14 acres?

Jason Dell: (spoke from the audience and difficult to hear) We are at 3 units per useable acre.

Rich Harris: He stated that they've delineated the wetlands and it comes out to useable acreage of 3 units per acre

Lindsay Hough: But I'm not interested in the merge

Rich Harris: No, he's talking just on the Tribley property, right? It's only on the Tribley property I am mentioning here, not the entire Arlington Heights. 3 units per acreage, useable acreage on just the Tribley acres, Tribley property.

Lindsay Hough: (hard to understand)

Rich Harris: He is indicating from the audience that just on the Tribley property, they removed the delineated wetlands, the buildable acreage would yield 3 units per acre.

Lindsay Hough: He didn't take out the road. He never specified the useable acreage

Rich Harris: He'll provide a preliminary, the applicant will provide a written update on that for you.

Lindsay Hough: OK, thanks for your patience tonight.

Brian Manion: Regarding the public benefit that I had earlier. I believe that it was the Town Attorney said that the Belmonte public benefit for their development (could not hear the end of the question)

Rich Harris: He paid \$2,000 in unrestricted funds to the town per unit that is right in the Town Code for Arlington Heights, \$2,000 in unrestricted funds for the town to use at their discretion and that is in the PDD. I looked it up since we got that question and you can find that in the Town Code on line.

Stanford Zacola: 3 Saville Row: My question will be directed to Jason Dell, the engineer for the applicant. Any consideration in your traffic analysis and your connector roads, was any consideration given to the connector road from the Tribley parcel to Wheatfield Way and then to Farm to Market Road? It seems to me that that is a much simpler, straight and direct route rather than a convoluted road through Arlington Heights.

Rich Harris: Wheatfield Way is the Marini project, Pinebrook Hills and I believe that we discussed this prior, and there are wetlands there, correct? Wetlands are in the way.

Stanford Zacola: You're not going to disturb much of the wetlands, none of it. Anyway, my question was did you look into it?

Jason Dell: We did evaluate it briefly but I also believe that preferred connection

Stanford Zacola: I'm sorry, I can't hear you.

Jason Dell: (spoke from the audience and could not be heard) the preferred connection to Farm to Market Road

Rich Harris: Our office, we have received letters in the past from members of the HOA requesting some sort of second access to the development. There were discussions with the Fire Department a couple of years ago, I think Mr. Wasielewski from the Board, I was on some of the emails

Stanford Zacola: I've seen the tax maps, I know where the connector road is

Rich Harris: What I'm saying is that we have been asked by your HOA in the past to try and help find a secondary access to Arlington Heights due to the large number of units and only have one access currently to Farm to Market Road.

Stanford Zacola: Thank you.

Pat Donovan, 9 Saville Row: I do absolutely remember when we asked for that about 10 years ago.

Rich Harris: It was 2 years ago that I have letters from your HOA.

Pat Donovan: I came here and asked this Town why Mr. Belmonte got to just pencil in roads and why he got to tell us when he was selling the lots to us, telling us that there was going to be 2 entrances and exits to this property. My problem at that time was why does he get to sell his lots and sell that point when he's not being

made to do it? Where my property is situated, I listen to construction traffic for 5 years going back and forth in front of my house because Mr. Belmonte told me that Phase II was exiting out to Farm to Market from Phase II and that did not turn out to be true. The Town did not hold him responsible for that because he did not own the land, he was claiming that he could put a road through and now it seems that the Town is trying to sell us this bill of goods that they are doing us a favor by putting this road in and I do not know how many people at the time, you say 2 years ago, I know it was 10 because I've only lived there 11

Rich Harris: I can send you the emails from Mr. Dewhurst requesting it

Pat Donovan: but what I'm saying is that I don't think that anybody saw at the time a road with 44 houses connecting into it. Mr. Belmonte indicated that there was going to be 1 road going out to Farm to Market, we were all fine with that, but then he never built it and he was never forced to build it because Mrs. Tribley wouldn't sell that to him even if he offered her a million dollars because it cut right through the middle of her property if he was going to put a road there and plus other reasons she wasn't going to sell to him but, I understood that. At the time, I had a problem that the Town was allowing him to sell these properties and sell it this idea that there was this second exit but never made him either stop saying that to people or to make him build that exit so now 10 years have gone by, it has been nice and quiet. We have a dead road, we stand out in the road talk to each other, people walk their dogs in the middle of the road, nice quiet dead end area, we've gotten used to it because nothing was going to be done with the second road and now all of a sudden the second road is going to be put in and now we are going to be back to construction vehicles again and an access for 44 people to come zipping through our development when they don't feel like stopping at the sign cause there is a car in front of them going out to Farm to Market. Why can't Mr. Tanski, he's got a big piece of property there, why can't he put a second exit road out onto Farm to Market right from his development? If they have to have a road to go to the sewer, put a gravel road in with a chain across it. How often does the Town get back and forth on it for the sewer? We are going to have to have this big road put in just for the sewer district to go back and forth, no.

Rich Harris: It's actually very good planning. The Town has followed it on other developments and most recently the Mott Orchard approval and Howland Park and I have had these discussions with Mr. Boni when we were walking your street to inspect it, he indicated that he had been trying to buy the Tribley property, not to just put a road in, but to actually develop homes but the cost or whatever she did not sell it but it did not make it worthwhile for his type of development. So, it is actually very good planning, the more outlets that you have for people who live on Saville to get out onto Farm to Market, the less you have to wait at your entrance. It is generally good planning and I have actually spoken to 2 residents of Saville who felt that they will use this connection to get to Farm to Market more of the than they would use the existing road, that it would be quicker for them to go out with very little distance to the west where your entrance is now.

Pat Donovan: But it is not the matter of it's only going to take you 5 seconds less to get to Farm to Market, it's the idea of the traffic coming through, the people coming through, and the construction traffic coming through that right now we don't have.

Rich Harris: Based on my experience, people that would live in this development might try to go through Arlington Heights once to get to Farm to Market and it's probably going to take them double the time, so I really don't see it as a choice to make it quicker to go out your neighborhood. I think that people would use it to go visit friends over there versus than to go out to Farm to Market

Councilman Connors: And to that point Ms. Donovan, as Fire Chief here for years and we have some interests as well, the Fire departments have always pushed to

have multiple points of access into other developments especially in Saville Row, a conceivable dead end. It could get bottle necked at the one way in and from Emergency Services point of view, Fire Departments have pushed and asked for this. When I was liaison for the Planning Board years ago too, it was part of that also. I can see your concern, yes from the construction side of things, I mean that is something that we can police and lay into enforcement to not have construction vehicles running through the already existing development and they would have to adhere as well. That can be run through Code in Rich's office.

Rich Harris: Yea, typically without any restrictions with the builders the rule is sunup/sundown with construction. Can we guarantee that, no. They run late, it's rainy, they may go back over that. In terms of the road connection, in my opinion and it's just my opinion and I do not live there, residents on Saville will get out to Farm to Market quicker using this connection than what you probably get out now.

Attorney Murphy: The bottom line is that we will put all of this in front of the traffic engineers and tell them what your concerns are and see what their opinions are as it relates to emergency access versus full access. We will let the engineers look at it and make a determination. We are all taking notes to make sure that they are aware of your concerns.

Pat Donovan: It might benefit Phase II, I mean it won't benefit Phase I. I am not worried who can get to the stop sign faster, I'm talking about quality of life in the neighborhood right now where we are just hanging out in the road talking to each other, standing in the roadway because it is a dead end. There is no traffic and when the traffic does come through and we step out of the way waving and our concern is increased traffic coming through that we didn't have before and what are we getting it, what is the reason why we are getting it? Is it just simply for them to get to the sewer and if it's not then why can't they come in and go out a different way? We complained about it 10 years ago and nobody cared so I don't see why it has to happen now.

Deputy Supervisor Hotaling: One of the things that Rich brought up is his presentations about the changes is that if you have a development over 18 houses, you have to have a secondary access, so this was good planning on Mr. Belmonte's and the Town's part

Pat Donovan: But you didn't make him do it.

Deputy Supervisor Hotaling: The line wasn't assessable.

Rich Harris: He didn't own it.

Pat Donovan: He had 3 of them penciled in his development and he didn't have to put any of them in.

Rich Harris: Right, but he did have to dedicate the land to the Town for future connection

Pat Donovan: My concern at that time 10 years ago was that this is what he was selling, I picked my particular lot at that time because of what he told me. Phase II is going this way and Phase I is going this way. Oh good, I won't have much traffic and I ended up with 5 years of traffic going back and forth in front of my house, I have to bet my house washed every friggin year because of the construction traffic.

Councilman Wasielewski: I am sorry,

Pat Donovan: Wait a minute, I'm not done. I was just upset that Mr. Belmonte got to sell his homes saying that when it wasn't true and the Town didn't hold his feet

to the fire on that. Don't say your gonna put in an exit or a road when you can't. You don't own the property

Rich Harris: and every week I hear people say "The Relator told me" "The Builder told me" we can't help what the sellers tell you.

Pat Donovan: I'm just saying that you're not doing us a favor by putting it in now when nobody cared 10 years ago. We got used to it.

Councilman Wasielewski: Understood.

Ed Dewhurst, 17 Gladstone Circle: I wrote letters to all of the Emergency Services back in 2019, 2020 and asking what their plans were to get into Arlington Heights because we had no second access. I don't think that we ever asked for a second access because we couldn't see how we could put a second access road in. We only asked for what the plan was to get to us without that second access road. I understand the reasoning to put

Rich Harris: That's not the discussion of a former HOA member that is on our Planning Board with me.

Ed Dewhurst: OK.

Sharon Lavitis, 37 Saville Row: and I live right next to the space there. I have 3 quick questions and sorry to keep you so late.

When I read the plan there was a check list and one of the things that was mentioned was that there was an historical something that was going to be impacted. I was wondering what that was.

Rich Harris: Jason can you answer this. I think it was the EIF and the potential for historic resources on the EIF

Jason Dell: As part of the project we will have an investigation to get SHIPO to sign off

Rich Harris: Was he stated was that they plan to as part of the SEQRA process have an archeological review done and submitted to the State Preservation Office.

Sharon Lavitis: OK, thank you. My second question was how tall are these houses going to be? One of my neighbors had a concern that they might be taller than a regular house and was just wondering if we know ad how high are we talking about.

Rich Harris: Town Code baring the PDD saying anything different is 35' maximum.

Sharon Lavitis: So that would be 2 story, a house with a second floor?

Rich Harris: 35' high, if you can do 3 stories in the 35' you could but typically 35' would allow 2 with an attic. Yea, typically 2.

Sharon Lavitis: OK, and my third concern and I have been saying to people on Saville Row, we're in the process of taking a poll to see who really cares and who does want a different access, would the Town consider an emergency road with a break away gate if it was really something that our entire community would prefer? It would be cheaper and would provide emergency services.

Attorney Murphy: The whole process is designed so that the Town can hear input from the residents throughout the community and hear what they want to see happen in the future. Does that mean the Town is bound by that? Absolutely not,

but the whole reason we have open meetings and public hearings, etc. is to hear that information so that they can determine what's appropriate.

Sharon Lavitis: Before we go further with the project and start spinning our wheels, I just wanted to know, you've been fantastic before so I just wanted to ask and thank you very much and hope that the snow doesn't impact anybody.

Mike Morand: I just have one more question. I am not sure who said about a builder having to do something when building a project, was that in Town Code where that a builder has to build something or do something good for the community that's affected by the project, I believe?

Attorney Murphy: If you are doing a Planned Development District then you have to have what's called a public benefit. If you are doing a subdivision that is consistent with the existing zoning, you do not have to do that.

Mike Morand: OK, I thought you said that they had to benefit the people who are affected by the project.

Attorney Murphy: No, the residents

Mike Morand: The representative for Mr. Tanski maybe try and meet with Arlington Heights residents and discuss things. I think that coming together would be a good idea and hear the concerns. I know that we from Arlington Heights approached Mr. Scott Earl and he was willing to meet with us and he bent over backwards to hear our concerns and accommodate most of our concerns over at the other project that was going on. I would encourage Mr. Tanski to do the same and I thank you for your time.

Supervisor Tollisen: Department Reports and the monthly Department Manager Reports are listed and can be viewed in the Town Clerk's Office. We do ask our Department Managers to provide monthly reports in addition to having Department Manager monthly meetings that we all discuss the important things that go on in each of the offices.

DEPARTMENT REPORTS –

1. Town Clerk Total Fees Submitted to the Supervisor -- \$6,339.000

DEPARTMENT MANAGER MONTHLY REPORTS – (Can be viewed at the Town Clerk's Office) Water Department, Town Clerk's Office, Highway Department, Planning Department, Building & Code Enforcement

CORRESPONDENCE

1. Received from the Town Planning Board Resolutions approved at the January 24, 2022 meeting: for Change of Use/Tenant Applications for Rome Bath Remodeling Warehouse/Operation, 9 Parkford Drive, for The Cleaning Authority, 1581 Route 9 (Fireside Plaza), and for Seasonal Outside Use at the Home Depot, 4.
Received & Filed

2. Received from Craig Hayner, an Application, Narrative, Site Plan Map and the Environmental Assessment Form for the Hayner PDD Amendment.
Received & Filed

OLD BUSINESS

NEW BUSINESS

RESOLUTION NO. 66-2022

Offered by Councilman Wasielewski, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala

Resolution Introduced by Town Clerk Bryan

RESOLVED, that the Town Board approves the minutes of Town Board Meeting of January 19, 2022 as presented.

RESOLUTION NO. 67-2022

Offered by Councilman Hotaling, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Building, Planning Development Coordinator Harris

RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with VHB Engineering, Surveying, Landscape Architecture and Geology, P. C. to assess the traffic associated with the proposed residential development located at 12 Dunsbach Road in the not to exceed amount of eleven thousand five hundred dollars (\$11,500) paid through the applicants escrow system and to authorize the Supervisor to sign the agreement dated January 24, 2022, and any documentation necessary to complete the work, subject to the review and approval of the Town Attorney.

RESOLUTION NO. 68-2022

Offered by Councilman Hotaling, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Supervisor of Buildings and Grounds Maiello

WHEREAS, the Town Board of the Town of Halfmoon is cognizant of their obligation to be fiscally responsible when determining the appropriate disposition of equipment that is no longer of use to the Town; and

WHEREAS, the Town has consistently sought an effective way to insure that obsolete vehicles and equipment are disposed of in a manner that garners the most return on the original investment made to obtain the equipment; and

WHEREAS, the Supervisor of Buildings and Grounds determined that a snow blower attachment for a Toro Dingo Compact Loader owned by the Town of Halfmoon is equipment that should be sold or otherwise disposed of as it is no longer of use to the Town; and

WHEREAS, the Town has an Agreement with Auctions International to place equipment that is no longer of use to the Town out for bid; and

WHEREAS, the Supervisor of Buildings and Grounds has the training and experience to determine what items should be placed on the Auction website and what items should be otherwise disposed; and

WHEREAS, the Town Clerk is hereby authorized to remove the equipment from the Town's Asset Inventory list and insurance coverage;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Supervisor of Buildings and Grounds may dispose of a snow blower attachment for a Toro Dingo Compact Loader by placing it on Auctions International.

2. That the Town Clerk shall update both the Town's Asset Inventory list and insurance coverage

3. That this Resolution shall take effect immediately.

DATED: February 2, 2022

LYNDA BRYAN TOWN CLERK
TOWN OF HALFMOON

RESOLUTION NO. 69-2022

Offered by Councilman Connors, seconded by Councilman Hotaling: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala Resolution Introduced by Superintendent of Highways Bryans

RESOLVED, that the Town Board authorizes the purchase of a E60 R2-Series Bobcat Compact Excavator from Neal Plummer, Bobcat of Saratoga, LLC pursuant to State contract #PC69396 in the not to exceed amount of \$74,318.88 and to authorize the Town Supervisor to execute any documentation necessary to effectuate the purchase, subject to the review and approval of the Town Attorney.

RESOLUTION NO. 70-2022

Offered by Councilman Connors, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala Resolution Introduced by Supervisor of Buildings and Grounds Maiello

RESOLVED, that the Town Board authorizes the purchase of a Fisher 8.5' Xtreme V2 steel snowplow from Dejana Truck and Utility Equipment pursuant to Sourcewell contract #080818-DDY in the not to exceed amount of \$6,950.50 and to authorize the Town Supervisor to execute any documentation necessary to effectuate the purchase, subject to the review and approval of the Town Attorney.

RESOLUTION NO. 71-2022

Offered by Councilman Hotaling, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala Resolution Introduced by Supervisor of Buildings and Grounds Maiello

RESOLVED, that the Town Board authorizes the purchase of a 2021 Dodge Durango SXT AWD SUV from Robert Green Auto & Truck Inc. pursuant to New York State Office of General Services Mini-Bid under the NYS Vehicle Marketplace in the not to exceed amount of \$31,785.09 and to authorize the Town Supervisor to execute any documentation necessary to effectuate the purchase, subject to the review and approval of the Town Attorney.

RESOLUTION NO. 72-2022

Offered by Councilman Hotaling, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala

WHEREAS, the Town Board of the Town of Halfmoon is cognizant of their obligation to be fiscally responsible when determining property to acquire for the Town's use; and

WHEREAS, to improve the Town's potable water distribution system it is necessary to purchase property to site a water tower; and

WHEREAS, current owner, Thomas J. Koval, is willing to sell the property needed for one hundred ten thousand dollars (\$110,000.00); and

WHEREAS, an independent appraiser valued the property and determined that \$110,000.00 was an appropriate price for the property;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Town Supervisor is hereby authorized to enter into a contract to purchase the property necessary for the improvements to the Town's potable water system and execute any documents necessary to effectuate the sale.
2. That the land purchase is subject to permissive referendum.

Supervisor Tollisen: This is an acquisition of land where a new water tank is going to be installed.

RESOLUTION NO. 73-2022

Offered by Councilman Connors, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Comptroller Hatter

RESOLVED, that the Town Board authorizes the Comptroller to make the attached Creation of Appropriations.

2021 Creation

A resolution is necessary to create additional appropriations within the Special Lighting District Fund 2021 Adopted Budget. The purpose of this creation is to provide adequate budgetary appropriations thru December 31, 2021.

DEBIT:	Unappropriated Fund Balance	65-911	\$178
CREDIT:	Appropriations	65-960	\$178
	Subsidiary: Street Lighting Contractual		
	65-5-5182.40		\$178

A resolution is necessary to create the project budgetary accounts within the Capital Projects Fund for the pump modifications at the Town's Water Treatment Plant consistent with proposal from MJ Engineering and Land Surveying, P.C. dated January 3, 2022.

DEBIT:	Estimated Revenues	35-510	\$1,002,300
	Subsidiary: Interfund Transfers		
	35-4-5031		\$1,002,300
CREDIT:	Appropriations	35-960	\$1,002,300
	Subsidiary: Transmission & Distribution- WTP Pump Modifications		
	35-5-8340.21		\$1,002,300

Create budgetary accounts from Town of Halfmoon Water Fund:

DEBIT:	Unappropriated Fund Balance	30-911	\$1,002,300
CREDIT:	Appropriations	30-960	\$1,002,300
	Subsidiary: Transfer to Capital Projects		
		30-5-9950.90	\$1,002,300

PUBLIC COMMENT (for discussion of non-agenda items)

Pat Donovan: Just out of curiosity. What did the Town use the \$140,000 from Mr. Belmonte for?

Councilman Wasielewski: For the public benefit for Arlington Heights?

Pat Donovan: Yes, the \$2,000 per house for 70 houses, you got \$140,000 from him.

Attorney Murphy: Yes, I can find that out, I would have to look. I don't even know if the money has been appropriated yet, so we would have to look. We have it but I just don't know if it has been spent.

Pat Donovan: OK, just wondering if it's not spent, why don't you build a garage with it?

Sharon Curley, 3 Chantry Blvd: On a lighter note, did I understand Jason to say that the Tribley project was going to have water from Saratoga County as was Arlington Heights?

Attorney Murphy: We buy water from the County but the Town provides water. He was speaking of sewer and the County provides sewer.

Sharon Curley: Are we all on the Town of Halfmoon water? Which water report do I look at Saratoga County water

Attorney Murphy: No, the Town of Halfmoon water. We have our own report, The water does come from Troy and it does come from Saratoga, but we generate our own.

Sharon Curley: That is why there are 2 different testing results.

Attorney Murphy: Correct.

Sharon Curley: But we don't know what we're getting on a given day?

Attorney Murphy: No

Sharon Curley: I don't understand.

Councilman Connors: It gets processed. It's like a secondary process system at our Water Treatment Facility located on Brookwood Road and then it goes out for distribution from there.

Sharon Curley: OK, so the chemicals that are in each one are slightly different, like one has copper and one has nickel. At the end of the day, we are all drinking the same water after your process?

Attorney Murphy: Yes.

Councilman Connors: Yes.

Sharon Curley: OK

Supervisor Tollisen: Based on your location you are probably getting most of your water from Saratoga County Water Authority because the connection is at Coons Crossing. So, Waterford and this part of Halfmoon even though the water comes together and mixes in the system, it is more likely than not that you are most probably getting Saratoga County.

Sharon Curley: Just like Clifton Park, Exit 10, they are all getting Saratoga County.

Deputy Supervisor Hotaling: Probably from the main line just north of you guys.

Sharon Curley: OK

There being no further business to discuss or resolve, on a motion by Councilman Hotaling and seconded by Councilman Catricala, the meeting was adjourned at 8:15 pm.

Respectfully Submitted,

Lynda A. Bryan, Town Clerk



Engineers | Scientists | Planners | Designers
100 Great Oaks Boulevard, Suite 118, Albany, New York 12203
P 518.389.3600 F 518-452-0324 www.vhb.com

Client Authorization

New Contract

Date: January 4, 2022

Amendment No.

Project No. 81053.21

Project Name: Shea Pointe, 12 Dunsbach Road, Town of Halfmoon, NY

To: Mr. Richard Harris
Town of Halfmoon
2 Halfmoon Town Plaza
Halfmoon, NY 12065

	Cost Estimate	
	Amendment	Contract Total
Lump Sum		\$8,500
T&E		\$3,000
TOTAL		\$11,500

Email: rharris@townofhalfmoon.org

Lump Sum
 Cost + Fixed Fee
 Time & Expenses
 Labor Multiplier

Phone No: (518) 371-7410 x2266

Estimated Date of Completion:

VHB Engineering, Surveying, Landscape Architecture and Geology, P.C. (VHB) has developed the following scope of services to assess the traffic associated with the proposed residential development located at 12 Dunsbach Road in the Town of Halfmoon. The scope of services is based on our understanding of the proposed project, the study area, and our experience in the Town. This scope supersedes the previous scope of work dated January 11, 2021.

SCOPE OF SERVICES

Review of the proposed project indicates that the peak hour trip generation for the 110 multi-family residential units will be less than the New York State Department of Transportation (NYSDOT) and Institute of Transportation Engineers (ITE) trip thresholds that indicate the likelihood that the project will result in impacts that require mitigation. However, VHB is aware of traffic concerns at the Dunsbach Road/Crescent Vischer Ferry Road intersection due to continued traffic volume growth in this area of Town. Therefore, a detailed evaluation of intersection operations will be conducted at the Dunsbach Road/Crescent Vischer Ferry Road intersection. The proposed scope of services to address traffic is summarized below:

- › Automatic traffic recorders (ATRs) will be placed on Dunsbach Road near the project site and on Crescent Vischer Ferry Road near Dunsbach Road to record traffic volumes and vehicle speeds for a period of several days to document the current traffic conditions.
- › Peak hour turning movement counts (TMCs) will be conducted at the Dunsbach Road/Crescent Vischer Ferry Road intersection during the weekday morning peak period from 7:00 to 9:00 AM and weekday afternoon peak period from 4:00 to 6:00 PM.
- › Although data has shown that travel pattern change associated with the COVID-19 pandemic in the Capital Region have generally normalized, traffic volumes will be adjusted as needed to be more reflective of typical existing traffic volumes. The Town will provide data for other completed traffic studies (i.e., Krause property, Linden Village) and VHB will obtain available historical traffic volumes to use in confirming base traffic volumes on Dunsbach Road and at the Crescent Vischer Ferry Road/Dunsbach Road intersection. Available traffic volumes from NYSDOT (2018 volumes on Dunsbach Road, 2018 volumes on Crescent Vischer Ferry Road) and growth rate information obtained from the Capital District Transportation Committee (CDTC) will be used to develop peak hour traffic volumes at the study area and site access intersections.
- › Existing roadway and traffic control features and conditions, such as roadway geometry, speed limits, functional classification, pedestrian accommodations, and transit will be verified in the study area.
- › Sight distance will be measured at the proposed site access intersection and compared to industry guidelines.

- › Weekday AM and PM peak hour trip generation for the proposed site will be estimated using data published in the latest edition of ITE's *Trip Generation Manual*.
- › The site-generated trips will be distributed onto the adjacent roadway network and at the study intersection. An evaluation of the Dunsbach Road/Crescent Vischer Ferry Road will be completed for the existing, no-build, and build conditions for the AM and PM peak hours and an evaluation of the site driveway intersection with Dunsbach Road will be conducted for the AM and PM peak hours for the build conditions using procedures consistent with the Highway Capacity Manual (HCM). VHB will conduct a qualitative assessment of the volume traveling to and from the site from the south on Dunsbach Road via Clamsteam Road.
- › VHB will review the existing and future anticipated peak hour traffic volumes at the Dunsbach Road/Crescent Vischer Ferry Road intersection. The future volumes will consider other approved developments and the volumes associated with the proposed project. VHB will review peak hour signal warrant criteria found in the *Manual of Uniform Traffic Control Devices* to determine if the criteria are met for installation of a traffic signal. If the peak hour criteria are met, VHB will use available hourly distribution of traffic volumes (and future volumes with site traffic) to review the four-hour and eight-hour warrant criteria.
- › A letter report will be prepared that summarizes the following:
 - Existing traffic volumes and surrounding roadway network (Dunsbach Road, Crescent Vischer Ferry Road).
 - Weekday AM and PM peak hour trip generation associated with the proposed development.
 - Level of service and capacity evaluations at the Dunsbach Road/Crescent Vischer Ferry Road intersection and the Dunsbach Road/site access intersection for the AM and PM peak hours for Existing, No-Build and Build conditions.
 - Existing and future traffic volumes at the Dunsbach Road/Crescent Vischer Ferry Road intersection and comparison to MUTCD signal warrant criteria. This evaluation will also summarize the site related trips traveling through this intersection contributing to the overall intersection volumes and potential need for a signal.
 - A qualitative discussion of vehicles traveling to and from the site from the south on Dunsbach Road.
 - Review of sight distance evaluation, comparison to industry guidelines and summary of any proposed mitigation to improve sight lines, if applicable.

The scope of work includes one round of comments by the client before finalizing the report. VHB will perform the Scope of Services outlined above for a **lump sum fee of \$8,500**. Invoices will be mailed monthly representing the percent of the scope complete.

It is assumed that the Town may request VHB attend agency or Town meetings to present the findings of the traffic evaluation. It is proposed that time for meetings be billed on a **time and expense basis**. It is also anticipated that responses to agency or public comments may be required as the project moves through the site plan approval process. As it is difficult to predict the level of comments that may be received, it is also proposed that this work be billed on a **time and expense basis**. As part of this scope, **an estimated additional time and expense fee of \$3,000** has been included for this supplemental work which is approximately 12-15 hours of project manager and staff time for meetings and responses to comments. If the level of effort will exceed this budget, VHB will inform the client and prepare a contract amendment. The time and expense budget will be initiated if VHB is asked to attend meetings or respond to comments after submission of the letter report.

In addition to professional fees, VHB is to be reimbursed for expenses related to the project (outside of the lump sum tasks), such as mileage, printing and reprographics, shipping, courier service charges, purchase of maps and documents, etc. These direct expenses will be billed at cost plus 10%. This adjustment covers the additional expense of coordination/administration.

SERVICES NOT INCLUDED:

For the purposes of this proposal, the following services are not included:

- › Field collection of traffic volumes beyond the TMC at one intersection for two peak hours and the two ATRs detailed in the scope.



- > Detailed analysis of additional off-site intersections beyond the Dunsbach Road/Crescent Vischer Ferry Road intersection and site access intersection described in the scope.
- > The use of supplemental data sources beyond those identified in the scope of services to develop existing traffic conditions in the study area. The need to use other "big data" sources would require a contract amendment as this data has to be purchased from outside sources.
- > Detailed design and permitting of identified mitigation or for the proposed site driveway.
- > Crash evaluation.

This proposal addresses only the scope of services specifically set forth herein; a Contract Amendment will be prepared for additional services, if necessary. Our scope and fees assume that once the analysis begins there would be no changes to the project program that require changes to our work, no delays beyond our control would require us to redo work performed, and the analysis methodologies do not change. Should any of the above occur, a Contract Amendment would be prepared for your review and authorization.

If the scope of services and terms and conditions are acceptable, please sign the client authorization and return to VHB. Thank you for the opportunity to be part of the team on this project.

Prepared by: Alanna Moran, PE

Document Approval: Wendy Holsberger, PE, PTOE

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated costs. No services will be provided until it is signed and returned to VHB.

Subject to attached terms & conditions

Subject to terms & conditions in our original agreement dated

VHB ENGINEERING, SURVEYING, LANDSCAPE ARCHITECTURE AND GEOLOGY, P.C. AUTHORIZATION

CLIENT AUTHORIZATION (Please sign original and return)

By: _____

By: _____

Print Wendy Holsberger

Print: _____

Title: Managing Director - Albany

Title: _____

Date: _____

Date: _____



PART II STANDARD TERMS AND CONDITIONS. The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license



may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

INDEMNITY. Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE

SAFETY. VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent



acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

EXCLUSIVE REMEDIES. In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee,

representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

TAXES. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

PROJECT SPECIFIC PROVISIONS. To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

AMERICANS WITH DISABILITIES ACT (ADA). Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

CLIMATE CHANGE/FLOOD ANALYSIS. Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

CONSTRUCTION PHASE SERVICES

SITE VISITS. VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for



the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

SHOP DRAWINGS. VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

GEOTECHNICAL SERVICES. Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

TANK INSPECTION. Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some

instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

**PROJECTS LOCATED IN FLORIDA.
FLORIDA STATUTES SECTION
558.0035 (2013), AN INDIVIDUAL
EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR
ECONOMIC DAMAGES RESULTING
FROM NEGLIGENCE OCCURRING
WITHIN THE COURSE AND SCOPE
OF THIS AGREEMENT.**



Product Quotation

Quotation Number: AMS-04479

Date: 2022-01-17 12:35:16

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
Town of Halfmoon Highway Dept Attn: Bill 322 Route 146 HALFMOON, NY 12065	Neal Plummer Bobcat of Saratoga, LLC,Gansevoort,NY 1279 ROUTE 9 P. O. BOX 785 GANSEVOORT NY 12831 Phone: (518) 798-9283 Fax: (518) 798-9286	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total	
E60 R2-Series Bobcat Compact Excavator Auto-Idle Auto-Shift, 2-Speed Travel Auxiliary Hydraulics with Selectable Flow <ul style="list-style-type: none"> W/ Arm Mounted Flush Face Quick Couplers Canopy <ul style="list-style-type: none"> Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension Seat <ul style="list-style-type: none"> Roll Over Protective Structure (ROPS) - Meets Requirements of ISO 12117&gt;2: 2008 Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000 Falling Object Protective Structure (FOPS)- Meets Requirements of ISO 10262 Control Console Locks Control Pattern Selector Valve (ISO/STD) Dozer Blade with Float	M3321	1	\$55,267.10	\$55,267.10	
				Engine/Hydraulic Monitor with Shutdown Fingertip Auxiliary Hydraulic Control Fingertip Boom Swing Control Horn Hydraulic Joystick Controls Keyless Start LED Work Lights Long Arm Rubber Tracks Spark Arrestor Standard 5 in. Display Turbocharged, Tier 4, Non DPF Vandalism Protection Work Lights > Change Attachment Mounting System Warranty: 2 years, or 2000 hours whichever occurs first	
P62 Performance Package "Long Arm Clamp with Diverter Valve	M3321-P06-P62	1	\$3,642.80	\$3,642.80	
C42 Comfort Package "Enclosed Cab with HVAC Cloth Suspension Seat	M3321-P07-C42	1	\$6,565.30	\$6,565.30	
24" MX4 XCHG SMOOTH	7311869	1	\$1,229.68	\$1,229.68	
Total of Items Quoted				\$66,704.88	
Dealer P.D.I.				\$250.00	
Freight Charges				\$2,447.00	
Dealer Assembly Charges				\$0.00	
Other Charges: Material and Logistics				\$4,917.00	
Quote Total - US dollars				\$74,318.88	

*Prices per the New York State Contract - PC69396

*Terms Net 60 Days. Credit cards accepted.

*FOB Destination

*State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.

*TID# 33-0425350

*Orders Must Be Placed with Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.

*Quote valid for 30 days

ORDER ACCEPTED BY:

SIGNATURE

DATE

PRINT NAME AND TITLE

PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? YES NO

Exempt in the State of _____

Tax Exempt ID: _____

FEDERAL - _____

STATE - _____

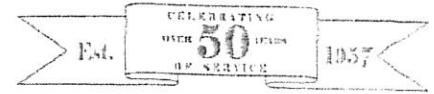
Expiration Date: _____

Res. 70

DEJANA

Truck and Utility Equipment

QUOTE



New York, New England, Mid Atlantic
& Greater Philadelphia
490 Pulaski Rd Kings Park, NY 11754
Phone(631)544-9000 Fax(631)544-3501
WWW.DEJANA.COM

QUOTE #	DSP000387
DATE	1/28/2022

BILL TO: TOWN OF HALFMOON

SHIP TO: TOWN OF HALFMOON

2 HALFMOON TOWN PLAZA
HALFMOON NY 12065

2 HALFMOON TOWN PLAZA
HALFMOON NY 12065

Phone: 518-371-7410
Fax: 518-348-0368
Email:

Phone: 518-371-7410
Fax: 518-348-0368

SALESPERSON	REFERENCE	P.O. REQUIRED	QUOTE VALID UNTIL
Darren Springer		No	2/27/2022

MAKE: FORD	MODEL: F-350	YEAR: 2017	SRW/DRW: SRW
CAB TO AXLE:	WHEELBASE: 142.0	VIN:	
STOCK/ORDER NUMBER:	TOTAL WEIGHT (LBS) OF ALL QUOTED ITEMS: 1057		

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	SUPPLY ONLY A FISHER 8.5' XTREME V2 MILD STEEL SNOWPLOW BLADE SHOES NOT INCLUDED DELIVERY SUBJECT TO AVAILABILITY		
1	NIGHTHAWK HEADLIGHT KIT, HALOGEN, STANDARD WITH PLOW		
1			
1	MUNICIPAL PRICING USED		
1	FISHER RUBBER DEFLECTOR FOR 8.5' - 9.5' XV2 PLOW		
1	CUSTOMER PICKUP AT OUR LOCATION		

SUBTOTAL	\$6,950.00
DISCOUNT	\$0.00
SALES TAX	\$0.00
TOTAL	\$6,950.00

Suggested Items:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	CIRCLE "YES" TO ADD
				Yes

- ◆ IF YOU WANT ANY OF THE SUGGESTED ITEMS CIRCLE YES FOR THAT ITEM
- ◆ SURCHARGES AND/OR REQUOTE MAY BE REQUIRED WHEN CHASSIS IS SERIALIZED OR SCHEDULED.

Customer must fill out the information below before the order can be processed...

Quote #DSP000887

Accepted by:	Date:	PO#:
Please Fill In All Truck Information		
Dejana Pool Chassis <input type="checkbox"/>	Dealer Chassis <input type="checkbox"/>	Dealer Drop Ship Chassis <input type="checkbox"/>
Make _____	Model _____	Color _____
Stock # _____	Factory Order # _____	VIN _____
Year _____	Ready for Pickup (if dealer chassis)	Yes <input type="checkbox"/> No <input type="checkbox"/>

IF DEALER CHASSIS, PLEASE ATTACH DORA/SPEC SHEET OR FACTORY INVOICE.

FORD CHASSIS WITH A DIESEL ENGINE AND A 26.5 GALLON MIDSHIP TANK MAY REQUIRE BODY MODIFICATIONS AT ADDITIONAL COST

- ◆ PLEASE SIGN AND INCLUDE PO IF REQUIRED AND EMAIL TO DEJANASALES@DEJANA.COM
- ◆ OR FAX BACK TO 631-544-3501
- ◆ Labor and installation are included in all pricing.
- ◆ Quoted price does not include any applicable taxes.
- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis
- ◆ A deposit may be required for orders with non-stock bodies
- ◆ To our valued customers with an account: invoice amount is for cash, check or ach payment. An additional 2% processing fee will be applied to credit card payments.

Due to unforeseen increases in lead times by all suppliers on custom bodies and equipment, dealers should calculate 180 days of floor plan expense (from receipt of chassis) into their cost calculations.

Notes:

Res. 7)

8970 (1) Mid-Size SUV AWD - Town of Halfmoon

Robert Green Auto & Truck Inc

Pre-Existing Vehicles Pricing Sheet

#	Model Year	Make	Model & Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount (%)	NYS Base Price	NYS Aftermarket Components Price	Total Number of Vehicles	NYS Price for Vehicle
1	2021	DODGE	DURANGO SXT	WDEL75	BLACK	LIGHT GRAY	CLOTH	AWD	GAS	\$39,855	22.13%	\$31,035.09	\$750	1	\$31,785.09
2														1	
3														1	
4														1	
5														1	
Total															

Comment:

- Each row represents one vehicle offered.
- Do not enter dollar signs (\$) or percentage signs (%) in the above fields.
- Offering less cars than the number of rows provided is acceptable. However, the orange/green status bar will show that the pricing sheet is partially unfilled. Buyers will only see completed rows.
- If you would like to offer more cars than the number of rows provided, please submit multiple offers.

DRAFT