

The April 20, 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

PUBLIC HEARING: FOREST LANE APARTMENT PDD AMENDMENT

Supervisor Tollisen recused himself from this project and Deputy Supervisor Hotaling presided over this portion of the meeting.

Deputy Supervisor Hotaling stated that the next item on the agenda is a public hearing for the Forest Lane Apartments PDD Amendment. He asked if anyone wanted the public hearing read. Hearing from no one he opened the public hearing.

OPEN: 7:02 PM

Deputy Supervisor Hotaling: Good evening Mr. Robideau

Duane Robideau, Gilbert VanGuilder and Associates: Good evening, I am here this evening on behalf of the applicant for the Forest Lane Apartments, LLC, to amend the existing PDD located at 300 Forest Lane just off Dunsbach Road.

This request is to amend the 25' setback line around the entire PDD to a 15' setback. The reason why we are requesting this amendment is so that Ben Lussier can move forward with his proposed site plan with the Planning Board to make improvements to 4 of his apartment buildings. He is trying to make improvements on the buildings by adding to the side of them to increase the size of the unit. He is not increasing it to the point where they are adding more people to it, they will still be a single bedroom apartments, just modernize them. Building #5 is approximately 16' off the property line and that is within the 25' setback line. The proposed addition to building #2 would also encroach within the 25' building lot.

Now, allowing the setback line to be reduced from 25' to 15' would allow the PDD site to be zoning compliant and allow the applicant to move forward with the site plan approval process with the Planning Board. We have discussed this setback issue with the Planning Department several times to try and understand where the 25' setback came from. The PDD language does not indicate what the setback is. The 25' setback line only appears on one map in the Planning Department has and that is only a copy of the proposed Forest Lane Apartment PDD. It is not signed or stamped by any Board that represents the Town.

So, this requested amendment would fully define the setback to 15' and address the existing building #5 encroachment and the proposed building addition to building #2 and would allow Ben to move forward with the site plan approval process with the Planning Board.

That is our request before the Board tonight. I can answer any questions that you may have.

Deputy Supervisor Hotaling: Are there any questions from the Board?

Deputy Supervisor Hotaling: Are there any questions from the audience or on Zoom?

Hearing from no one he closed the public hearing and asked the Board as to how they wanted to proceed.

CLOSED: 7:07 PM

RESOLUTION NO. 157-2022

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 a negative declaration pursuant to SEQRA.

RESOLUTION NO. 158-2022

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 approves the amendment for the Forest Lane Apartment PDD Amendment as presented.

Deputy Supervisor Hotaling: Motion passed. Thank you.

Duane Robideau: Thank you very much.

PUBLIC HEARING: PARK PLACE ON THE PENINSULA PDD AMENDMENT

Supervisor Tollisen presided over the proceedings

Supervisor Tollisen stated that the next item on the agenda is a public hearing for the Park Place on the Peninsula PDD Amendment. He asked if anyone wanted the public hearing read. Hearing from no one he opened the public hearing.

OPEN 7:08 PM

John Montagne, GPI: Thank you very much everyone for having us here this evening. This is just a quick presentation to discuss Park Place on the Peninsula PDD, formerly known as Halfmoon Village and Yacht Club, for PDD amendments that we are doing primarily to memorialize the change to add a small park to the project.

Mr. Montagne presented a Power Point on the modifications to the Park Place on the Peninsula PDD Amendment as follows:

2022 Modification Request:

- **Name change from Halfmoon Village to Park Place on the Peninsula**
- **Shift the way things are to be paid as far as the roadway dedication**
- **Public Benefits modified to reflect**
 - **\$1,100 per unit for the first 150 units**
 - **\$1,596 per for every unit above 150**
 - **Addition of ¼ acre Public Park for the project that was once removed. There is a link to the river**

- Recreation Fees modified to \$500 per unit
- Revocation; applicability of previous regulations modified to 5 years from 3 and added provision to reset from PDD amendment.

Park Amenities:

- 6 Parking spots, 1 ADA accessible
- Walkway system, identification sign at the road, 2 grills, pergola structure, removable fishing pier, pathway lighting and landscape plantings.
- Park will be dedicated to the Town upon completion of construction with approval and acceptance of the Town engineer.

John showed a picture of the property showing the area of the park, the pathway coming in, the seating area, picnic area and pergola and another path going down to the river's edge with the floating dock at the edge of that. There is also another road that goes into the project itself, that roadway or sidewalk area will act as an emergency access into the facility itself. He showed a picture of the area as it is now and then an artist rendering of what it will look like in the future.

John Montagne: That is our presentation and I would be glad to answer any questions.

Supervisor Tollisen asked if there were any questions from the Board.

Councilman Wasielewski: John, the floating dock that will be turned over to the Town, the Town will be responsible for the removal in the winter?

John Montagne: Yes, all of the improvements would be turned over to the Town. The dock is fairly simple, you pull it out onto the shore at this point.

Councilman Wasielewski: Like we do at Lighthouse Park?

John Montagne: That is correct.

Councilman Hotaling: So, I'm looking at this drawing and you have the parking lot coming in and the road to the apartments, is the parking lot supposed to be maintained by the Town?

John Montagne: That would all be part of the Town, anything that is within the park limits would be maintained by the Town, yes.

Councilman Hotaling: What about the road that goes out onto the apartments?

John Montagne: So, that part that goes off to the park would be the responsibility of the apartment complex.

Councilman Hotaling: Thank you.

Supervisor Tollisen asked if there were any questions from the public or on Zoom.

Darlene McGraw, 4 North Point: Darlene asked if there were to be a place to park bikes, what type of lighting will there be and if there is to be any power for electric wheelchairs.

John Montagne: The lighting would all be LED. Bike stalls, although were not discussed there is plenty of room to park bikes. The electrical supply would be something that would be an expense of the Town.

Supervisor Tollisen: And I will just say Darlene, I know that it is important to you and the Town routinely repairs and updates these parks and as things are needed, we certainly add to and upgrade from there. I don't expect that there will be any issues when it's complete.

Supervisor Tollisen asked if anyone else would care to speak.

Georgia Beatty, 28 Clamsteam Road: My question is that you are proposing 4 picnic tables and that is for the public and for the residents? It doesn't seem adequate for the number of town people, walkers, bicyclist who may be using this and the residents.

John Montagne: Spoke from audience and did not hear.

Supervisor Tollisen: Thank you ma'am, and we will note that and that is something that the Town will review as we move forward. Once the park is established, the Town has certain fees set aside for these types' of projects that do come from developers to do upgrades. So, if residents are using them and it's not enough, then we will address those items right away.

Mark Hill, 116 Beach Road: On the original proposal, there was talk of dredging around the whole peninsula. Is that still going to take place? Is there going to be dredging where the park is? Is there any improvement to the waterfront? Is there going to be any prevention of erosion, a headwall or anything like that? Are the improvements to Canal Road and Clamsteam Road going to take place?

John Montagne: Yes, Canal Road improvements are part of what's going on right now. It will be taking place probably end of May/June. You can see that there is already work going on right now for the sanitary sewer that is going in and the other manholes that are being placed along that section. As far as dredging, no, the project does not include dredging anymore. There are no more boat slips or dredging. That was removed from the project a number of years ago. As far as reinforcing the shoreline or any of that, the Army Corps of Engineers, we have worked with them, the shoreline itself is a stabilized shoreline and there is no real impact to the shoreline, there is no development along it. The floating fishing pier will have an anchorage that is setback from the wetland fringe. That will be the only reinforced structure that will be there and that allows the dock to be attached to it.

Lisa Plante for Arlene Clements, 22 & 20 Beach Road: Arlene really wanted to know what division there will be between her property and the new development as it will right up next to her property. That is one of her concerns, the second is the traffic. Is there any plan to handle the traffic as right now it is difficult to get out of Vischer Ferry onto Dunsbach and lastly, the backhoe right now shakes her house and is very annoying. She also mentioned the speed of the dump trucks that are working there right now, it is always high speed. So, that's it, ok?

Supervisor Tollisen: If you could give us her phone number as well, and our office will reach out to her tomorrow. I appreciate you coming and speaking on her behalf but we would also like to reach out to her as well because if she has issues with speed or something like that, I can tell you that there has been some issue with speed and we have sent Law Enforcement down there and there has been some enforcement issues that have been taken. Secondly, if there is some shaking of her house, we can certainly work with the contractor to address that so that she's not feeling that impact. They are major issues for her but they are minor issue that can be resolved right away. I will let you address the other issues with Mr. Montagne.

John Montagne: On the park design itself, the park sits back as it always had the buffer, the hedgerow, the stonewall and everything that is in between her property

and the part of the property that has been cleared to date will stay, that was always the intent. Then if you look at the park plan, it actually includes a lot more landscaping in the park itself than what was on the original design because it is now a park. And that will be a buffer between her property and the apartment project itself, so it should improve her environment. As far as the traffic goes, it was long, long ago addressed. The traffic from this project, multiple traffic studies were done on this and was updated recently when the project did its amendment a year ago. The project is designed for 244 total units, but right now only 150 of those are being proposed and being built. Once that is done we can always look at the issues at Vischer Ferry Road and Dunsbach Road are really a function of traffic that comes off the Northway and DOT will not put up a signal there. That is something that's been discussed for many, many years but that is a DOT issue.

Supervisor Tollisen: Again, please see my secretary tonight just so we can get her information. She may not have seen the updated map and we want to make sure that her issues are addressed as well. Thank you so much.

Michelle Baldwin, 135 Canal Road: Is there any plans to add a turning lane at Vischer Ferry and Route 9 by Stewart's? As it is now 8:00-9:00 in the morning, the line of traffic trying to get on that road is pretty bad. I have a beautiful view of the river and I see the wildlife and as it is there is beavers and turtles being hit by cars all of the times, so it's just a bummer to me that now this Canal Road is going to be bombarded with traffic. I know that there isn't anything that anyone can do about that but it is disappointing to me. That's it.

Supervisor Tollisen: Thank you.

John Montagne: So, as I have noted before about the traffic study and the traffic analysis, this project does not generate traffic that causes backups or issues that are on Vischer Ferry Road. And as far as anything that happens down by Stewart's and Route 9 and the end of Canal Road that is outside of the preview of what this project would be able to address or manage. The traffic was all addressed with the Planning Board and the Town Board when the PDD was first evaluated year's ago.

Supervisor Tollisen: Any other questions?

Hearing from no one, he closed the public hearing and asked the Board how they wanted to proceed.

CLOSED: 7:26 PM

RESOLUTION NO. 159-2022

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

RESOLVED, that the Town Board declares a negative declaration pursuant to SEQRA.

RESOLUTION NO. 160-2022

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

RESOLVED, that the Town Board approves the amendment for the Park Place on the Peninsula PDD as presented, subject to the review and approval of the Town Attorney.

POLL OF THE BOARD

| | |
|------------------------|-----|
| Councilman Catricala | Aye |
| Councilman Connors | Aye |
| Councilman Wasielewski | Aye |
| Councilman Hotaling | Aye |
| Supervisor Tollisen | Aye |

Supervisor Tollisen: Motion passed. Congratulations.

John Montagne and Gail Krause: Thank you very much.

COMMUNITY EVENTS:

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

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

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

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

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

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

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

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

TOWN MEETINGS:

Town Board Meetings: 1st & 3rd Wednesday of month at 7:00pm. 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).

PUBLIC COMMENT (for discussion of agenda topics)

REPORTS OF BOARD MEMBERS AND TOWN ATTORNEY

Kevin J. Tollisen (Town Supervisor)

I have an item this evening. We have another resident who turns 100 years old! We honored one a couple of months back and we have another resident in Town who served in WWII and is a veteran and I need a resolution and a proclamation honoring Dale Brown's 100th birthday as Dale Brown Day in the Town of Halfmoon!

RESOLUTION NO. 161-2021

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

RESOLVED, that the Town Board honors Dale Brown on his 100th birthday and proclaims his birthday as Dale Brown Day in the Town of Halfmoon.

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

I just wanted to highlight on Tuesday the 17th there will be a Blood Drive right here in Town Hall. There is a huge need for blood. The pandemic has really curbed people from donating. It would be greatly appreciated if you could donate. Thank you.

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

I have no report 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

I just have one thing, Mr. Supervisor. Recruit NY is a program which is run by FASNY, the Firemen's Association of the State of NY. They are promoting volunteerism. The volunteer fire rolls have dropped significantly throughout the State of NY and Recruit NY allows NY fire departments to open their doors so you can come in to see what is going on and join. If you are interested in joining and helping your community the weekend is now. We need you and our community needs you. You can go to Recruityny.com and find the participating fire districts this Saturday and Sunday, the 23rd and 24th. 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 would just like to thank everyone who came out for the meeting tonight. Sometimes we don't know how to move forward, so we appreciate you coming and voicing your opinions. Thank you.

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

Last week I did a presentation at the Senior Center on the Erie Canal, America's first super highway and the highlight of Halfmoon's history. It was very well attended.

The Historical Society and the Tool Shed will be open this Saturday from 10-1. We will be in the process this summer of changing over our floor displays to ready for the Open House in the fall organized by the folks at Brookside Museum. So, hope to see you there and show you what we are doing!

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

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

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

PUBLIC COMMENT (for discussion of agenda topics) No one came forward

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

CORRESPONDENCE

1. Received from the Town Planning Board Resolutions approved at the March 28, 2022 meeting: Sign Application for Impact Athletic, 390 Route 146, for a Positive Recommendation for an Amendment to the Forest Lane Planned District Development (PDD), 300 Forest Lane, for a Special Use Permit for the Townline MCA Development Duplex, 293 Middletown Road and for an Addition to Site Plan & Special Use Permit for the Fairways of Halfmoon Pavilion, 17 Johnson Road, and Relating to the Positive Declaration for ELP Halfmoon Solar, 48 Smith Road.

Received & Filed

2. Received from the Town Planning Board Resolutions approved at the April 11, 2022 meeting: Change of Use/Tenant Application for Henry's Detailing, 40 Farm to Market Road, Coughlin's Landscaping, 40 Farm to Market Road, for Care Access Warehouse/Operation, 9 Parkford Drive, for Seasonal Outside Use at Walmart, 1549 Route 9, for American Promotional Events (TNT Fireworks), 1549 Route 9 (Walmart), Regarding Preliminary Subdivision Approval of Hank's Hollow Residential Subdivision, 73 Staniak Road, Approval of the King PDD Retail Building, 5 Halfmoon Crossing, and for Approval of a Minor Subdivision for Lands of Fellows/Werner Road Subdivision, Werner Road.

Received & Filed

3. Received from Sine Rofofsky from Bikeatoga, a letter to Supervisor Tollisen explaining the services they offer, offering free refurbished bicycles as well as new safety equipment (helmets, lock, lights, and training wheels-as available). They also

help with bike repairs. Volunteers are welcome! Please contact Bikeatoga at 518-290-0746 or email at info@bikeatoga.org for more information.

Received & Filed

4. Received from Halfmoon-Waterford Fire District No. 1, their Financial Statement for the year ending December 31, 2021

Received & Filed

5. Received from the U.S. Department of Veterans Affairs, Albany Stratton VAMC, a letter of thanks to the Town for providing food pantry items for Veterans. They are very grateful.

Received & Filed

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

Received & Filed

OLD BUSINESS

Supervisor Tollisen recused himself from this project and Deputy Supervisor Hotaling presided over this portion of the meeting.

RESOLUTION NO. 145-2021

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

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

NEW BUSINESS

RESOLUTION NO. 146-2021

Offered by Councilman Wasielewski, seconded by Councilman Connors: 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 April 6, 2022 as presented.

RESOLUTION NO. 147-2021

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

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

Supervisor Tollisen recused himself from this project and Deputy Supervisor Hotaling presided over this portion of the meeting.

RESOLUTION NO. 148-2021

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

RESOLVED, that the Town Board accepts the Town Clerk’s Certificate of No Filing for the Purchase of Property for Floud Memorial Preserve.

In the Matter to Proceed with the Contract
For the Purchase of Property for Floud Memorial Preserve
Town of Halfmoon, County of Saratoga, State of New York

STATE OF NEW YORK)
)ss.: CERTIFICATE OF NO FILING
COUNTY OF SARATOGA)

WHEREAS, by a resolution duly adopted, subject to a permissive referendum, by the Town Board of the Town of Halfmoon at a regular meeting thereof and duly held on the 16th day of March, 2022, to consider the purchase of property for the Floud Memorial Preserve in the not to exceed sum of forty six thousand dollars (\$46,000), subject to permissive referendum.

WHEREAS, notice of adoption of said resolution as duly posted and published, to wit:

WHEREAS, no petition protesting against such resolution and requesting that it be submitted to the qualified electors of the district affected for their approval or disapproval was thereafter, pursuant to the provisions of section 91 of the Town Law of the State of New York was filed in the Town Clerk's Office, and

Now, Therefore, I, LYNDA BRYAN, Town Clerk of the Town of Halfmoon, pursuant to the provisions of Section 91 of the Town Law, do hereby certify that no petition has been filed with the Town Clerk of the Town of Halfmoon as provided in Article 7 of the Town Law protesting against the said resolution approving the purchase of property in the amount of \$46,000 that is necessary for the Floud Memorial Preserve and requesting that the resolution be submitted to the qualified electors of said district.

Dated: April 18, 2022

LYNDA BRYAN, Town Clerk, Town of Halfmoon

RESOLUTION NO. 149-2021

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

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

\$527.47 per month from May 1, 2026 through April 30, 2027, per review and approval of the Town Attorney.

RESOLUTION NO. 150-2021

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

Resolution Introduced by Comptroller Hatter

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

RESOLUTION NO. 151-2021

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

Resolution Introduced by Comptroller Hatter

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

RESOLUTION NO. 152-2021

Offered by Councilman Hotaling, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Supervisor of Buildings & 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 equipment is 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 & Grounds has determined that a 2004 John Deer Wide Area Mower and a 2004 Locke Deck-Over Trailer currently owned by the Town of Halfmoon are equipment that should be sold or otherwise disposed of as they are 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 2004 John Deere Wide Area Mower and a 2004 Locke Deck-Over Trailer by placing them 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: April 20, 2022

LYNDA BRYAN TOWN CLERK
TOWN OF HALFMOON

RESOLUTION NO. 153-2021

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

Resolution Introduced by Director of Water and Building Maintenance Tironi

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

RESOLUTION NO. 154-2021

Offered by Councilman Hotaling, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Director of Water and Building Maintenance Tironi

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

RESOLUTION NO. 155 -2021

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

Resolution Introduced by Director of Water and Building Maintenance Tironi

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 equipment is disposed of in a manner that garners the most return on the original investment made to obtain the equipment; and

WHEREAS, the Director of Water and Building Maintenance has determined that an 8' Snow Dog Snowplow and a Brunham 550,000 BTU Boiler owned by the Town of Halfmoon are equipment that should be sold or otherwise disposed of as they are 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 Director of Water and Building Maintenance 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 Director of Water and Building Maintenance may dispose of a 8' Snow Dog Snowplow and a Brunham 550,000 BTU Boiler by placing the equipment 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: April 20, 2022

LYNDA BRYAN TOWN CLERK
TOWN OF HALFMOON

RESOLUTION NO. 156-2021

Offered by Councilman Connors, seconded by Councilman Wasielewski: 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.

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

| | | | |
|---------|---|--------------|------------|
| DEBIT: | Estimated Revenues | 25-510 | \$1,815.00 |
| | Subsidiary: Home & Community Services | | |
| | | 25-4-2189.00 | \$1,815.00 |
| CREDIT: | Appropriations | 25-960 | \$1,815.00 |
| | Subsidiary: Engineering Contractors Inspections | | |
| | | 25-5-1440.40 | \$1,815.00 |

Information Only: The above was derived from the following breakdown of charges to be paid on April 28, 2022 Abstract for engineering and related fees.

| NAME | AMOUNT |
|----------------------------------|----------|
| Delsignore Blacktop Clamsteam RD | \$310.00 |
| Cole's Collison | \$190.00 |
| Crescent Commons | \$245.00 |

| | | |
|------------------------------|--|------------|
| ELP Halfmoon Solar | | \$450.00 |
| Fairways of Halfmoon Parking | | \$155.00 |
| Farm to Market Storage | | \$465.00 |
| Total | | \$1,815.00 |

A resolution is necessary to create the following budget amendment of appropriations and revenues in the General Fund for the purchase of real property located off Coons Crossing and bordering the Zim-Smith Mid County Trail to establish the Floud Memorial Preserve. The Town has been awarded a 2017 Saratoga County Farmland/Open Space Preservation Program grant for this project.

| | | | |
|---------|--|--------|-------------|
| DEBIT: | Estimated Revenues | 10-510 | \$50,000.00 |
| | Subsidiary: Other Unclassified Revenues, Saratoga County Grant | | |
| | 10-4-2770.30 | | \$50,000.00 |
| CREDIT: | Appropriations | 10-960 | \$50,000.00 |
| | Subsidiary: Purchase of Land/Open Space | | |
| | 10-5-1940.20 | | \$50,000.00 |

PUBLIC COMMENT (for discussion of non-agenda items)

Darlene McGraw, 4 North Point:

- Wanted to thank Halfmoon for hosting the Blood Drive
- Invited anyone on the Board to walk or ride the bus with her
- Thanked the Highway Department for their work in making the Crossing & Tower Way safer.

Councilman Hotaling: I just wanted to comment that our next Town Board meeting will be on the 4th at 2:00 in the afternoon.

Supervisor Tollisen: The May 4th meeting is being set aside for our seniors so that they can come to a meeting during the day. We give them a nice reception and make it special for them that day. It is a good meeting for our seniors to come. In the past, we used to provide our seniors with a check for the senior center, but now the Town has taken over all of the operations of the Senior Center. We not only take over our full time Director but also the two part time staff and maintenance. This is just a little time set aside to thank our seniors for their investment in our community, setting the table for us here in Halfmoon and for the job that they have done for us and praise them for the job that they do. So, May 4th will be here for the meeting.

The May 4th Town Board Meeting will be held at 2:00 PM in honor of our seniors.

There being no further business to discuss or resolve, on a motion by Councilman Connors and seconded by Councilman Wasielewski, the meeting was adjourned at 7:40 pm.

Respectfully Submitted,

Lynda A. Bryan, Town Clerk

AMENDMENT TO LICENSE AGREEMENT

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

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

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

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

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

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

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

*per Cayla McGurn
Business Manager*

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

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

WNYT-TV, LLC.

By: *[Signature]* 4/8/22
Jon Hitchcock
Its: Vice President & General Manager

TOWN OF HALFMOON

By
Its: Supervisor, Town of Halfmoon

Barton & Loguidice

April 11, 2022

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

Re: Town of Halfmoon Consulting Services
File: 710.1875

Dear Supervisor Tollisen,

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

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

A. SCOPE OF SERVICES

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

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

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



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

FEE FOR SERVICES

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

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

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

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

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

Sincerely,

BARTON & LOGUIDICE, D.P.C.

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

DHF/

Encl. 2022 Standard Billing Rate Schedule

Barton & Loguidice
Billing Rates For Calendar Year 2022



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

INDIVIDUAL TECHNICAL EMPLOYEES AT THE FOLLOWING HOURLY RATES:

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

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

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

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

1.0 Basic Agreement

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

2.0 Payment Procedures

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

3.0 Additional Services

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

4.0 Termination

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

5.0 Controlling Law

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

6.0 Successors, Assigns, and Beneficiaries

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

7.0 General Considerations

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

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

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

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

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

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

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

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

8.0 Dispute Resolution

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

9.0 Accrual of Claims

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

10.0 Total Agreement

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