

The October 7, 2008 regular meeting of the Town Board of the Town of Halfmoon was called to order at 7:00 pm by Supervisor Wormuth in the A. James Bold Meeting Room at the New Town Hall, 2 Halfmoon Town Plaza, with the following members present:

Melinda A. Wormuth, Supervisor
Walter F. Polak, Councilman
Regina C. Parker, Councilwoman
Paul L. Hotaling, Councilman
Craig A. Hayner, Councilman
Mary J. Pearson, Town Clerk
Robert J. Chauvin, Deputy Town Attorney

Not Present: Lyn A. Murphy, Town Attorney
Matthew J. Chauvin, Deputy Town Attorney

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

Supervisor Wormuth stated the first item on the agenda is a Proclamation in Recognition of National Friends of the Library Week, October 19th to 25th and, present tonight representing the Library is JoAnne Robbins, President; Toby Elman, Second Vice President; Nancy Hampton and Cathy Lawrence, Board members and Kathy Adam, Library liaison to the Friends.

The Supervisor read the following proclamation:

RESOLUTION NO. 232

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

WHEREAS, the Town of Halfmoon takes great pride in participating in nationally declared weeks of recognition of important groups; and

WHEREAS, October 19-25, 2008 has been declared National Friends of the Library Week; and

WHEREAS, Friends of the Library groups help to raise money that provides resources for additional programming, much needed equipment, support for children's summer reading and special events throughout the year; and

WHEREAS, Libraries are the cornerstone of the community, providing opportunities for all to engage in the joy of lifelong learning and connect with others; and

WHEREAS, Friends of the Library groups understand the importance of well funded libraries and advocates to ensure that libraries get the resources they need to provide a wide variety of services to all ages, including access to print and electronic materials, expert assistance in research, readers' advisory, and children's services; and

WHEREAS, the extraordinary dedicated members of these groups are shining examples of how volunteerism can lead to positive, civic engagement and the betterment of local communities

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Town Board of the Town of Halfmoon hereby recognizes National Friends of the Library Week, October 19-25, 2008.
2. That a copy of this Proclamation be transmitted to the New York State Library Association.

REPORTS OF BOARD MEMBERS AND TOWN ATTORNEY

Councilman Hotaling reported that on Saturday Halfmoon Celebrations had their first annual volunteers day cookout for our fire fighters and ambulance members. He stated there was a

competition trophy and it was given to the Hillcrest firehouse and, thanks to everyone for making it a great day.

The Supervisor stated it was a wonderful event to honor our volunteers in the community and to see everyone represented.

Councilwoman Parker reported that the fall clean up program took place over the last two weeks and total expenditures for the Town was \$13,229.56.

She also reported on the Town Park which is moving along nicely with two-thirds of the sod is in with one third left to go and they are keeping their fingers crossed that we will get all the fields in before the cold strikes.

Supervisor Wormuth reported on change orders for the Town Park, one is for Mazone Heating and Plumbing to install a water fountain in the lobby of the recreational building. She stated since the plans were developed ADA requirements have changed and we need an additional one to meet State Building Code. She stated this change in the contract is for a total of \$1,116 and includes everything, wiring, the fountain and labor.

She stated the second change order is with Kingsley Arms and the new total contract amount is \$4,210,723 resulting in a net decrease of \$277. She stated these have all been approved by the sub-committee for the park and outlined the changes: outfields for the feature field, the Pee Wee Reese and Willie Mays fields and all the tee-balls are sodded rather than seeded to acquire a higher quality of turf as well as a sped up seeding date which will allow playing at a sooner date and the total cost was \$63,411; infield sodding from Grade A to Commercial grade for one field was a savings of \$5,079; dugouts for the feature field which were changed from pre-fabricated metal design to a timber frame, wood sided design was a cost savings of \$17,096; the perimeter road bed changed from 17" of item-4 gravel to 6" of item-4 and 6" of type-2 crusher run was a savings of \$17,206; Clubhouse parking area road bed change in material at a cost of \$6,454; knockouts for catch basins were substituted for custom fabricated round ones which was a savings of \$3,150; the asphalt walk sub-base was changed from 17" of item-4 to 8" of item-4 at a savings of \$20,395; baseball field chain link fence has changed to include position height, fabric weight, some gates, concrete bases to improve safety access and durability to the fencing at a cost of \$23,900 also included in that is the 8" high chain link fence enclosure from the maintenance building has been deleted at a savings of \$5,800; 140' of segmental retaining wall near the maintenance building was also deleted based on a grade change at a savings of \$12,212; three wood bollards at the southeast corner of the site were deleted since it was determined there were not needed for safety reasons at a savings of \$536.00 and another reason they were deleted was the relocation of some trees already on site to that area would prevent them from being installed where they were originally suggested; 84 square yards of stone dust paths have been added to provide increased accessibility to the out buildings at a cost of \$1,084; the net yield changes for this was \$277.00.

She stated as a Town Board member and, the Supervisor she appreciates all the hard work that Kingsley Arms did in looking at the upgrades to our fields which we very much desired and worked in concert with Fraser and Associates to make sure this happened without much of an impact to the Town. She stated to have a deduct change order this early on into the park is very good and we are definitely on schedule and under budget at this point and excited to see that project move forward. She thanked Councilman Hayner for all his hard work regarding the field layout and the fence changes, which took a lot of time.

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

DEPARTMENT REPORTS – month of September

1. Town Justice Wormuth

Total cases – 713

Filed.

Total fees remitted to the Supervisor - \$34, 100

2. Town Justice Tollisen

Total cases – 343

Filed.

Total fees remitted to the Supervisor - \$34,125

3. Building

Total permits – 57

Filed.

Total fees remitted to the Supervisor – \$15,679.71

4. Fire Code

Total permits – 42

Total fees remitted to the Supervisor - \$1,707.00

Filed.

- CORRESPONDENCE
1. Pursuant to Town Law, the 2009 Tentative Town Budget was submitted to the Town Board on October 3, 2008.
2. Received, October 7th, response to comments from September 2 public hearing for the Brookfield Place PDD from applicant, Landmark Development Group LLC.

NEW BUSINESS

RESOLUTION NO. 233

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

RESOLVED, that the Town Board approves and order paid all vouchers for all funds listed on Abstract dated October 7th, 2008, totaling: \$1,318,450.92.

RESOLUTION NO. 234

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

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

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

Debit: Estimated Revenues 25-510 \$40,714.24

Subsidiary: 25-4-2189 Home & Community Services \$40,714.24

Credit: Appropriations 25-960 \$40,714.24

Subsidiary: 25-5-1440.40 Engineering Contractors Inspections \$40,714.24

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

NAME	AMOUNT
Arlington Heights	325.00
Arlington Heights	269.25
Arlington Heights	151.50
Arlington Heights	14,011.22
Parkford Square II	931.75
Plant Road PDD	2,216.80
Arlington Heights Ph II	779.25
John Deere/Casale	256.00
Klersy Major Res Subd	881.39
Stone Crest Preserve	16,892.08
Boni PDD	130.00
Architectural Glass	562.75
Architectural Glass	2,070.00
Architectural Glass	853.25
Loomis Minor Subd	384.00
TOTAL	40,714.24

A creation of appropriations is necessary to increase the project budgetary accounts for the Crescent Park Trail (Canal Road Bike Path). This increase is for Clough, Harbour & Associates Preliminary Engineering contract for Supplemental Agreement #1 with the Department of Transportation in the additional amount of \$70,000.

Debit: Estimated Revenues 35-4-510 \$70,000

Subsidiary: 35-4-3897.00 - \$70,000 Culture & Recreation Capital Grants

Credit: Appropriations 35-5-960 \$70,000

Subsidiary: 35-5-7989.20 – Capital Outlay; Other Culture & Recreation - \$70,000

Transfers between Appropriations:

From Account	To Account	Amount	Reason
10-5-3510.40 Animal Control Contractual	10-5-3510.20 Animal Control Equipment	\$595	Transfer of appropriations within own budget to purchase a gun cabinet and a digital camera
10-5-1990.40 Contingency	10-5-1440.40 Engineering Contractual	\$30,000	Transfer of appropriations needed to cover expenses for wetland mitigation and sludge beds prior to a capital project
10-5-1990.40 Contingency	10-5-1650.40 Central Communication System	\$10,500	Additional appropriations needed to cover costs of codification of town law pamphlets

	Contractual		
20-5-5130.20 Machinery Equipment	20-5-5140.41 Miscellaneous Contractual Gas, Etc.	\$30,000	Transfer of appropriations within own budget to cover expense of gas & fuel
30-5-1620.20 Buildings Equipment	30-5-8310.20 Administration Equipment	\$3,000	Transfer of appropriations within own budget to cover purchase of a Trailer Mounted Vacuum System
30-5-1620.40 Buildings Contractual	30-5-8310.20 Administration Equipment	\$4,739	Transfer of appropriations within own budget to cover purchase of a Trailer Mounted Vacuum System
30-5-8340.20 Transmission & Distribution Meter Purchases	30-5-8310.20 Administration Equipment	\$1,100	Transfer of appropriations within own budget to cover purchase of a Trailer Mounted Vacuum System
30-5-8330.41 Purification Water Test	30-5-8330.42 Purification Chemicals	\$20,000	Transfer of appropriations within own budget to cover chemical expenses thru year end
30-5-8320.20 Source of Supply, Power & Pumping Equipment	30-5-8320.41 Source of Supply, Power & Pumping Contractual Electric	\$19,138	Transfer of appropriations within own budget to cover electrical expenses
30-5-9710.70 Interest Serial Bonds	30-5-9710.71 Debt Service Interest	\$87,924	Transfer of appropriations within own budget to cover interest expense
30-5-9710.70 Interest Serial Bonds	30-5-9710.72 Debt Service Interest	\$41,510	Transfer of appropriations within own budget to cover interest expense

RESOLUTION NO. 235

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

RESOLVED, that the Town Board approves minutes of Town Board meetings of August 5 and 19, 2008, as presented by the Town Clerk.

RESOLUTION NO. 236

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

RESOLVED, that the Town Board rejects bids submitted for Bid Spec. #6-2008 opened September 24th, for one Light Duty and one Medium Duty Plow Truck and re-lets the bid, to be opened October 20th at 9:00am.

RESOLUTION NO. 237

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

RESOLVED, that the Town Board authorizes the Town’s membership in the Saratoga County Chamber of Commerce for the annual membership investment of \$320.00

RESOLUTION NO. 238

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

RESOLVED, that the Town Board authorizes entering into Out of District Water Agreement between the Town and Halfmoon Water Consolidated Water District and DCG Development, authorizing the extension for property located at Sitterly Crossings Plaza, and further subject to the review and approval of the Town Attorney.

OUT OF DISTRICT WATER AGREEMENT
THIS AGREEMENT, made the 7th day of October, 2008, by and between **THE TOWN OF HALFMOON and HALFMOON WATER CONSOLIDATED WATER DISTRICT**, with offices located at Halfmoon Town Hall, 2 Halfmoon Town Plaza, Halfmoon, New York 12065, hereinafter referred to as the "SELLER", and DCG Development, with offices located at 240 Clifton Corporate Parkway, Clifton Park, New York, 12065, hereinafter referred to as "PURCHASER".
Pursuant to a resolution adopted by the Town Board of the Town of Halfmoon on the 7th day of October, 2008 authorizing the out of district water service and execution of this agreement, it is hereby agreed as follows:
SECTION I

WATER SERVICES.

The SELLER shall supply, during the term of this Agreement, to the PURCHASER, water of the same quality as supplied residents of the Halfmoon Consolidated Water District to be delivered by the SELLER to a lateral line provided by the PURCHASER located at a location as determined by the SELLER to service PURCHASER'S property designated as a maximum of twenty-two thousand (22,000) square feet of retail space and three thousand six hundred (3,600) square feet for gas/convenient store only and exclusively for the PURCHASER'S property located at the Sitterly Crossings Plaza, tax map parcel 272.-1-16.

SECTION II**TERM OF AGREEMENT.**

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

SECTION III**RATE OF PAYMENT.**

PURCHASER shall pay to the SELLER a one-time connection fee of fifteen thousand dollars (\$15,000). The purchaser shall be responsible for fees as assessed if the property were located in the Halfmoon Consolidated Water District's boundaries said rate currently established at \$4.43 per thousand gallons of water used, together with purchaser's applicable Operation and Maintenance Charge and Debt Retirement, determined as if the property was within Halfmoon Consolidated Water District Zone 3. It is acknowledged between the parties that the rate charged to the PURCHASER shall increase in the sole and absolute discretion and in amounts and on terms as directed by the Town Board of the Town of Halfmoon. PURCHASER shall pay SELLER for Debt Retirement based upon Equivalent Domestic Units, the Town's method of assessment (or the then current method of assessment for payment of debt retirement) in the Consolidated Water District for Town of Halfmoon Consolidated Water District Zone 3, as if the property were included in Halfmoon Consolidated Water District Zone 3 for debt service. Purchaser shall also pay for reserve capacity as set forth in Section VI hereof.

SECTION IV**RESERVING RIGHT.**

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

SECTION V**PAYMENT.**

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

SECTION VI**RESERVE CAPACITY.**

Based upon the anticipated gallonage of water per day that the PURCHASER advises that it will need, and has requested of the Town, the Town has assessed a cost to reserve that capacity in the system. The cost is based upon the existing debt, existing and proposed infrastructure construction of Halfmoon Consolidated Water District as calculated and set by the Town of Halfmoon Town Board, currently set at \$1,500.00 per Equivalent Domestic Unit (EDU). The PURCHASER shall pay to the SELLER, upon execution of this Agreement by the duly authorized representative of PURCHASER and accepted by the Town of Halfmoon, the amount determined pursuant to PURCHASERS calculation of it's intended usage and need for reserve capacity outside Halfmoon Consolidated Water District, that being a payment for reserve capacity of fifteen thousand dollars (\$15,000) for the square footage as detailed herein. This number would be subject to change if the EDU rate for the Halfmoon Consolidated Water District changed prior to the payment of the fees as detailed herein. The payment for reserve capacity will be paid before any plans are stamped or building permits or certificates of occupancy are issued and concurrently with the execution of this Agreement.

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

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

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

SECTION VII**INSTALLATION AND REPAIRS.**

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

SECTION VIII

MAINTENANCE. PURCHASER shall be responsible for all repairs and maintenance of the water system from the mains to PURCHASER'S property. Repairs due to accidents, leaks, breaks or any other cause attributed to PURCHASER, it's agents servants, employees, vendees, or assignees on property of PURCHASER will be effectuated within a reasonable time by the PURCHASER after the occurrence and if on SELLER'S property, reasonable access to the area shall be granted for PURCHASER to effect necessary repairs to Town Standards. In the event the repairs are not done within a reasonable and timely manner, the Halfmoon Consolidated Water District shall have the right to effectuate all necessary repairs and to charge the PURCHASER for the costs incurred by the Halfmoon Consolidated Water District. If not paid within Thirty (30) days of invoice the charges shall be added to the next due water bill with a Ten Percent (10%) penalty or will be subject to direct suit for collection. Pending payment, no further Building Permits or Certificates of Occupancy may be issued. Any contracts entered into by the PURCHASER for any repairs to lines, mains or equipment on SELLER owned property shall be subject to SELLER review and approval. Any contracts entered into by the PURCHASER for repairs on property owned by the SELLER shall meet minimum liability insurance requirements promulgated by the SELLER which shall include a provision whereby the contractor shall maintain a separate policy of liability insurance naming the SELLER as an additional insured in amounts acceptable to the SELLER. The SELLER shall provide to said insurance supplier the policy requirements regarding amounts of coverages.

SECTION IX

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

SECTION X

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

SECTION XI

INSURANCE. PURCHASER shall maintain a liability insurance policy naming the SELLER as an additional insured for SELLER'S liability relating to the providing of water services and water supply. The policy shall specifically cover the SELLER for property damage protection and personal injury protection in an amount not less than One Million Dollars, for damages sustained as a result of the non-existence, termination, poor quality or stoppage of water. It shall also provide that the SELLER shall be entitled to Thirty (30) days notice of cancellation. Said notice to be sent to the SELLER at 2 Halfmoon Town Plaza, Halfmoon, New York 12065.

SECTION XII

USE OF WATER SERVICES. The sale of water is to be limited to the property detailed herein only and no water may be sold or delivered by PURCHASER that property without the express written consent, on terms and conditions acceptable to and in the sole and absolute discretion of, Halfmoon Consolidated Water District. PURCHASER shall not extend or use the water services beyond what is actually necessary to service the proposed two buildings detailed herein. In no event shall water services be provided to any other buildings, persons, entities or properties without prior written approval of the SELLER, which approval Seller may in it's sole discretion deny or withhold. PURCHASER shall not knowingly provide such services to any other persons or entities without written permission of the SELLER. If water is so provided without SELLER'S consent, this contract shall be voidable at the SELLER'S election and all payments made shall be retained by the Town of Halfmoon. If any person or entities shall, without permission, obtain such services, the PURCHASERS shall terminate such service immediately.

SECTION XIII

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

SECTION XIV

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

SECTION XV

NOTICES. Unless otherwise provided herein, notice to the PURCHASER may be given to PURCHASERS address set forth above, and notice to the SELLER may be given to the Town Board, Town of Halfmoon, 2 Halfmoon Town Plaza, Halfmoon, New York 12065.

IN WITNESS WHEREOF, the parties have set their hands and seals on this day of 2008.

RESOLUTION NO. 239

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

RESOLVED, that the Town Board of the Town of Halfmoon chooses to accept its 2008 Sales Tax Revenues in cash, and further

RESOLVED, that the Town Clerk complete the 2009 County Sales Tax Levy – Sales Tax Application to be sent to the Saratoga County Real Property Tax Service, and further

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

The Supervisor stated, relative to the next item, that this is a grant from the County and there will be no match required by the Town other than to provide them copies of how the money was spent. She stated on behalf of our senior center and our seniors the Town certainly appreciates the support from the County.

RESOLUTION NO. 240

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

RESOLVED, that the Town Board authorizes the Supervisor to execute contract with the County of Saratoga for a one-time Grant in the amount of \$10,000 to assist with the operation of the Halfmoon Senior Citizen Center.

RESOLUTION NO. 241

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

RESOLVED, that the Town Board proclaims the week of October 5-11 Fire Prevention Week throughout the Town.

RESOLUTION NO. 242

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

RESOLVED, that the Town Board approves authorizing the Town Supervisor to execute agreement with Environmental Design Partnership, LLP for engineering consulting services for cell tower applications, for Omnipoint Communications, Inc. and Cellco d/b/a Verizon Wireless and perform in accordance with their hourly rate schedule for 2008 plus any direct costs, and further subject to the review and approval of the Town Attorney, and further

RESOLVED, that the agreement for engineering consulting services with Mark F. Hutchins, d/b/a Mark F. Hutchins Broadcast Services Inc., Radiofrequency Engineer be approved in the engagement letter proposal amount of \$200.00 hourly rate plus any direct cost for work performed as per the approval of the Town Attorney.

RESOLUTION NO. 243

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

RESOLVED, that the Town Board sets a public hearing to amend the Code of the Town of Halfmoon to add Chapter for Fair Housing to provide and ensure fair housing opportunities for all within the Town of Halfmoon for October 21, 2008 at 7:00 pm.

RESOLUTION NO. 244

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

RESOLVED, that the Town Board awards bid, opened September 29th for the Canal Road Trail to low bidder, Rifenburg Construction, Inc., Troy, New York in the base bid amount of \$298,626.00 and add-alternate amount of \$5,000, per recommendation of the Town engineers, subject to receipt of all appropriate approvals and subject to Town Attorney review and approval.

RESOLUTION NO. 245

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

WHEREAS, due to being struck by lightening, the Highway garage gas pumps were out of service for most of the month of August, it is therefore

RESOLVED, that the Town Board authorizes that Town department purchases for gas be averaged, based on usage for months of June & July and reimbursement made to the Highway department based on that average usage.

RESOLUTION NO. 246

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

RESOLVED, that the Town Board be and is authorized to direct the Supervisor to file a grant application for the Play Grant Initiative in the amount not to exceed \$50,000.

Supervisor Wormuth stated, relative to the next item, that this is a joint trail project that we have already entered into with Clifton Park and they have worked with the committees to come up with sending out RFP's to allow them lead agency status on this negotiation and has been reviewed and approved by our Town Attorney. She stated it is not committing any additional funds but just to allow one entity to take the lead.

RESOLUTION NO. 247

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

“Erie Canal Towpath Community Connector Trail Project – Cooperative Authorization to Negotiate Engineering Services”

Whereas, the New York State Department of Transportation (NYSDOT) has awarded a grant to the Town of Clifton Park as sponsor, and to the Town of Halfmoon, as partner, under the federal Transportation Enhancements Program (TEP) that provides Federal aid for highway projects which are not on the state highway system, and that may qualify for aid under the “Marchiselli Program” for such a hiking and bicycle trail along the former Erie Canal towpath between the two towns to be known as the Erie Canal Towpath Community Connector Trail, and

WHEREAS, the total project costs were estimated in 2006 to be \$2,100,000, with grant funds totaling \$1,680,000, and thus requiring a sponsor match of \$420,000, and

WHEREAS, the Town Boards of Clifton Park and Halfmoon have executed a cooperative, inter-municipal agreement pursuant to §GML 119 regarding their rights, duties, and responsibilities of the project and to determine their respective contributions toward the “sponsor match” (Clifton Park 60% and Halfmoon (40%), and

WHEREAS, the Town of Clifton Park, as sponsor, has executed the NYSDOT grant contract, and

WHEREAS, a public process for a Request for Qualifications (RFQ) was conducted to solicit qualified professional engineering design firms, and

WHEREAS, the joint Halfmoon - Clifton Park reviewing committee for the RFQ process rated Foit-Albert as the most qualified firm to meet the project needs based on their qualifications submitted for review and consideration,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Halfmoon concurs with Town of Clifton Park resolution that authorizes the Clifton Park Town Supervisor and the Town Attorney in consultation with staff, to negotiate the final scope and contract amount with the first choice firm of Foit-Albert, as the prime engineering consultant.

RESOLUTION NO. 248

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

RESOLVED, that the Town Board creates a second position of Deputy Receiver of Taxes and appoint Kiva Cropsey, effective immediately to be paid pro-rated annual salary of \$28,404.

The Supervisor opened public privilege for discussion of non-agenda items; no one had questions or comments. There being no further business the meeting was adjourned at 7:35 pm on motion by Councilwoman Parker, seconded by Councilman Polak.

Respectfully submitted,

Mary J. Pearson
Town Clerk

