

The December 18, 2007 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 in the Town Hall, 2 Halfmoon Town Plaza with the following members present:

Mindy A. Wormuth, Supervisor
Walter F. Polak, Councilman
A. James Bold, Councilman
Regina C. Parker, Councilwoman
Paul L. Hotaling, Councilman
Mary J. Pearson, Town Clerk
Lyn A. Murphy, Town Attorney

Also present: Frank Tironi, Director of Water; Laurie Sullivan, Deputy Town Clerk; Nelson Ronsvalle, Grants; Lisa Perry, Secretary to Supervisor; Bill Bryans, Highway Working Supervisor

The Town Board workshop was held in the Board Room at 6:45 pm; no action was taken. The Supervisor led the Pledge of Allegiance.

The Supervisor stated the first item is a presentation for the Brookfield Place Residential Planned Development District, Guideboard Road, for 81 lots.

Ivan Zdrahal stated the applicant is Leyland Development, LLC and he will provide update on this application for a residential planned development district. He stated it is on 149 acres at two town roads, Johnson and McBride roads. He stated the proposal is for residential lots and will be designed for empty-nester homes and traditional homes and the remainder will be regular size lots. He indicated the proposed lots showed in colors on the site map. He indicated the proposed common open space and land preservation areas. He stated the open space will be owned by the Homeowners Association for this project. He stated the access will be from two locations, one from Johnson Road and Staniak Road and the second access from McBride Road. He stated as a public benefit the applicant is proposing to provide \$1,000 per lot to a town fund and can be used for infrastructure improvements at the Towns discretion also there will be a public trail constructed from a point on Johnson Road through the property along the easterly boundary line of A & M Sports. He stated almost 50% of project site is protected in the form of the common open space and land preservation area and is located throughout the site. He stated the 92 lots will be the conventional lot layout for a planned development district.

Supervisor Wormuth asked what the minimum lot size is on the smaller empty-nester lots.

Mr. Zdrahal replied that the minimum lot size on the empty-nester lots is 15,000 square feet and there will be none smaller. He stated the traditional home lots will be a minimum of 20,000 square feet.

Councilman Hotaling asked, when you come up McBride Road, what the site distance is to the right.

Mr. Zdrahal stated there is a traffic impact evaluation with full documentation resulting in evaluation that the district will not have an impact on the traffic operation on the roads and a decision that the site access roads are adequate.

Supervisor Wormuth asked if the TIS is available through the planning department.

Mr. Zdrahal stated the traffic evaluation is available with the site distances and can be accessed.

Mr. Ivan Zdrahal stated the proposed planned development district is approximately 73 acres and located between two County Roads, Guideboard Road and Harris Road. He stated the project is for 81 residential lots aimed at the empty-nester housing market and the minimum lot size will be 15,000 square feet. He stated the Home Owners Association will own two large common open parcels and be responsible for their maintenance. He stated town roads will provide access to each lot from Guideboard and Harris Roads. He stated the proposed town road right of way will be connected to Locust Lane but will not be used for through traffic. He stated the houses will be either one story or two story and range 2,000 to 2,700 square feet.

He stated the public benefit being proposed is to construct approximately 1,420 feet of 8" diameter sanitary sewer line along Harris Road. He stated this is the second segment of sewer to areas along Harris Road with the first being the Farmview project. He stated the objective is to extend along Harris Road to provide sewer to areas along Harris, Guideboard and Middletown Roads and Halfmoon Drive which currently does not have sewer service. He stated the portion of sewer proposed includes the deepest sections along Harris Road with a construction cost estimated to be \$183,000. He stated this construction value will reduce the debt service to a potential future special district.

Councilman Bold stated the sewer project in the area of portion of Guideboard Road, Halfmoon Drive, portion of Harris Road is a sewer project that Mr. Polak and he worked on in the past and could never

make it as an affordable project or anywhere near approval from the State Comptroller. He stated when they did the Farmview project the sewer was brought a certain distance past the creek bed and south on Harris Road. He stated what Ivan is proposing is to bring it another distance along Harris Road where it is several feet deep and will provide sewer service to only one or two existing residents. He stated what the effort is will be to get this project to a point where it becomes affordable, this won't do that but it gets it another step in that direction and is an important step. Councilman Bold stated that Ivan, at his own expense did the conceptual sewer design for this whole area and with field survey and demonstrated that it is feasible to do what he is proposing but there is a lack of money. Councilman Bold stated they appreciate that.

Mr. Zdrahal stated the water supply will be provided by connection to existing water mains n Locust Lane and Harris Road. He stated a water district extension agreement will be needed to provide service to a portion of this project area located outside the existing water district. He stated 38 out of the 81 proposed lots are outside the existing water district.

Councilwoman Parker asked what the price range will be for these homes.

Mr. Zdrahal stated they will be in the \$350,000 range.

Councilman Polak stated he appreciates the developer moving the entrance on Guideboard down to where the site distance works and it is the right place for it to be.

Mr. Zdrahal stated the traffic light study from the County Department of Public Works responded, relative to the traffic light study and we have been informed that it is in the 2008 budget to be installed for 2009.

Councilman Hotaling asked how much of a buffer there will be for residents on Guideboard Road buffer. Mr. Zdrahal stated they are very deep lots.

RESOLUTION NO. 339

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

RESOLVED, that the Town Board refers the Brookfield Place Planned Development District to the Town Planning Board for their review and referral back to the Town Board.

REPORTS OF BOARD MEMBERS AND TOWN ATTORNEY

Supervisor Wormuth stated this meeting is Councilman Bold's last meeting as a Town Board member and stated he will be missed tremendously.

Councilman Polak thanked the highway department for the work they did during the recent snowstorm. He also thanked them for the salt inventory and the scheduled delivery that will be received as a back up supply.

Councilman Hotaling thanked the highway department for their outstanding work and for doing a great job with the roads.

Councilwoman Parker reported she wanted to remind people not to leave their pets out now that there is cold weather.

Councilman Bold reported that all the Town offices moved into this new building last Friday with the help of employees from the highway, the maintenance staff, and Parks employees. He stated the telephones were active at 8:15 on Monday morning and the offices open for business. He stated they are still working out a few glitches but for the most part every thing is all set.

Councilman Polak stated he has worked with Jim Bold for 40 years and they worked together on the Planning Board. He stated this building is a wonderful tribute to him and a tremendous legacy.

Councilman Bold stated he thanks everyone and this will be a wonderful legislative hall where important decisions will be made.

PUBLIC PRIVILEGE (for discussion of agenda topics)

Henrietta O'Grady, Church Hill Road stated she has known Councilman Bold for many years and knows of his commitment to the Town and personally thanks him for his assistance, interest, and guidance and most of all his support.

DEPARTMENT REPORTS**month of October**

1. Building Department

Total permits - 85 - Total fees remitted to the Supervisor - \$29,023.00
Filed.

2. Fire Code

Total permits - 16 -Total fees remitted to the Supervisor - \$687.00
Filed.

month of November

1. Town Justice Tollisen

Total Cases - 242 Total fees remitted to the Supervisor - \$24,010.00
Filed.

2. Town Clerk

Total fees remitted to the Supervisor - \$5,346.28
Filed.

CORRESPONDENCE

1. Received from Saratoga County Planning Board notification of receipt of referral review for Architectural Glass & Mirror PDD amendment with decisions of no significant County Wide or Inter Community Impact.

2. Received from Snyder's Restaurant & Pub LLC, 1717 Route 9, Halfmoon notification of intent to renew their liquor license.

NEW BUSINESS**RESOLUTION NO.340**

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

RESOLVED, that the Town Board approves the Supervisor's Report for the month of November 2007.

RESOLUTION NO.341

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

RESOLVED, that the Town Board approves and orders paid all vouchers for all funds listed on Abstract dated December 18th, 2007, totaling: \$361,305.79

RESOLUTION NO. 342

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

RESOLVED, that the Town Board authorizes scheduling the first monthly meeting of the Town Board for Wednesday January 2, 2008 at 7:00 pm.

RESOLUTION NO. 343

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

RESOLVED, that the Town Board authorizes entering into lease agreement with Shenendehowa Central School District for leasing busses for recreation department Learn to Ski Program, January 5, 2008 through February 9, 2008 and include cancellation dates from January 5 through March 15th per review and approval of the Town Attorney.

RESOLUTION NO.344

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

RESOLVED, that the Town Board authorizes the extension of the Stone Crest Preserve Water Agreement per review of the Town Attorney.

AGREEMENT FOR EXTENSION OF TOWN OF HALFMOON CONSOLIDATED WATER DISTRICT

THIS AGREEMENT, made the 18th day of December, 2007, by and between **THE TOWN OF HALFMOON and HALFMOON WATER CONSOLIDATED WATER DISTRICT**, with offices located at Halfmoon Town Hall, 111 Route 236, Halfmoon, New York 12065, hereinafter referred to as the "SELLER", and **ROSEWOOD HOME BUILDERS, LLC**, with offices located at 1202 Troy Schenectady Road, Latham, New York 12110, hereinafter referred to as "PURCHASER".

Pursuant to a resolution adopted by the Town Board of the Town of Halfmoon on the 19th day of December 2007 authorizing the extension of the district 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 thirty-six (36) single family lots located in the Stone Crest Preserve Residential Subdivision located on Vosburgh Road in the Town of Halfmoon, Saratoga County, New York said service only and exclusively for the PURCHASER'S property being portions of tax maps numbered 267.-1-39.111 and 266.00-2-42 but only such properties that are shown on the proposed Water District Extension map and plan made by Ivan Zdrahal Associates, PLLC entitled "Stone Crest Preserve Water District Extension to Town of Halfmoon Consolidated Water District" and dated November 2006, as preliminary approval was granted for the single family subdivision containing a maximum of ninety (90) single family lots.

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. The Purchaser, **ROSEWOOD HOME BUILDERS, LLC**, agrees to be incorporated in Halfmoon Consolidated Water District, or an extension thereof, prior to the receipt of water from the Town of Halfmoon at PURCHASER'S sole cost and expense. 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 Section VI shall be made and the agreement to pay reserve capacity is a condition precedent to SELLER entering into this Agreement and the payment obligation will survive creation of a new district or extension of a district servicing PURCHASER'S property and/or termination of this Agreement.

SECTION III

RATE OF PAYMENT. PURCHASER shall pay to the SELLER for water consumed at the amount charged to those persons or entities located inside Halfmoon Consolidated Water District's boundaries said rate currently established at \$2.95 per thousand gallons of water used, together with purchaser's applicable Operation and Maintenance Charge and Debt Retirement, determined as if the property was within Halfmoon Consolidated Water District Zone 3. It is acknowledged between the parties that the rate charged to the PURCHASER shall increase in the sole and absolute discretion and in amounts and on terms as directed by the Town Board of the Town of Halfmoon. PURCHASER shall pay SELLER for Debt Retirement based upon Equivalent Domestic Units, the Town's method of assessment (or the then current method of assessment for payment of debt retirement) in the Consolidated Water District for Town of Halfmoon Consolidated Water District Zone 3, as if the property were included in Halfmoon Consolidated Water District Zone 3 for debt service, until an extension to the Halfmoon Consolidated Water District, including the subject premises, or a new district is formed, at which time the water rates and debt retirement provisions of such extended district shall be applicable. Purchaser shall also pay for reserve capacity as set forth in Section VI hereof.

SECTION IV

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

SECTION V

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

SECTION VI

RESERVE CAPACITY. Based upon the anticipated 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 PURCHASER'S calculation of its intended usage and need for reserve capacity outside Halfmoon Consolidated Water District, that being a payment for reserve capacity of fifty-four thousand dollars (\$54,000) for a maximum of thirty-six (36) single family lots. 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 before the extension of the water district is finalized and concurrently with the execution of this Agreement.

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

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

In the event the 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 five (5) 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, its agents servants, employees, vendees, or assignees on property of PURCHASER will be effectuated within a reasonable time by the PURCHASER after the occurrence and if on SELLER'S property, reasonable access to the area shall be granted for PURCHASER to effect necessary repairs to Town Standards. In the event the repairs are not done within a reasonable and timely manner, the Halfmoon Consolidated Water District shall have the right to effectuate all necessary repairs and to charge the PURCHASER for the costs incurred by the Halfmoon Consolidated Water District. If not paid within Thirty (30) days of invoice the charges shall be added to the next due water bill with a Ten Percent (10%) penalty or will be subject to direct suit for collection. Pending payment, no further Building Permits or Certificates of Occupancy may be issued. Any contracts entered into by the PURCHASER for any repairs to lines, mains or equipment on SELLER owned property shall be subject to SELLER review and approval. Any contracts entered into by the PURCHASER for repairs on property owned by the SELLER shall meet minimum liability insurance requirements promulgated by the SELLER which shall include a provision whereby the contractor shall maintain a separate policy of liability insurance naming the SELLER as an additional insured in amounts acceptable to the SELLER. The SELLER shall provide to said insurance supplier the policy requirements regarding amounts of coverages.

SECTION IX

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

SECTION X

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

SECTION XI

INSURANCE. PURCHASER shall maintain a liability insurance policy naming the SELLER as an additional insured for SELLER'S liability relating to the providing of water services and water supply. The policy shall specifically cover the SELLER for property damage protection and personal injury protection in an amount not less than One Million Dollars, for damages sustained as a result of the non-existence, termination, poor quality or stoppage of water. It shall also provide that the SELLER shall be entitled to Thirty (30) days notice of cancellation. Said notice to be sent to the SELLER at 111 Route 236, Halfmoon, New York 12065.

SECTION XII

USE OF WATER SERVICES. The sale of water is to be limited to PURCHASER'S property, being portions of tax maps numbered 267.-1-39.111 and 266.00-2-42 but only such properties that are shown on the proposed Water District Extension map and plan made by Ivan Zdrahal Associates, PLLC entitled "Stone Crest Preserve Water District Extension to Town of Halfmoon Consolidated Water District" and dated November 2006 only and no water may be sold or delivered by PURCHASER outside the limits of the Water Service Area contemplated by this Agreement 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 thirty-six (36) single family lots in the Stone Crest Preserve Residential Subdivision located on Vosburgh Road in the Town of Halfmoon, Saratoga County, New York, being PURCHASER'S property, being portions of tax maps numbered 267.-1-39.111 and 266.00-2-42 but only such properties that are shown on the proposed Water District Extension map and plan made by Ivan Zdrahal Associates, PLLC entitled "Stone Crest Preserve Water District Extension to Town of Halfmoon Consolidated Water District" and dated November 2006. 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 its 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 PURCHASER 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 its right to one builder or purchaser of the residences in the subdivision. PURCHASER however remains responsible for payment of all obligations set forth herein.

SECTION XIV

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

SECTION XV

NOTICES. Unless otherwise provided herein, notice to the PURCHASER may be given to PURCHASER'S address set forth above, and notice to the SELLER may be given to the Town Board, Town of Halfmoon, 111 Route 236, Halfmoon, New York 12065.

SECTION XVI

DISTRICT. PURCHASER understands that the PURCHASER'S premises must be included or incorporated in the existing Halfmoon Consolidated Water District or its equivalent or an extension thereof. In either event, PURCHASER expresses its willingness and desire that the thirty-six (36) single family lots in the Stone Crest Preserve Residential Subdivision located on Vosburgh Road in the Town of Halfmoon, Saratoga County, New York, being portions of tax maps numbered 267.-1-39.111 and 266.00-2-42, be incorporated or included in such a district, an extension thereof or its equivalent at PURCHASER'S sole cost and expense and on terms and conditions acceptable to SELLER at no cost to SELLER and at such time as directed by SELLER. PURCHASER shall petition the Town Board and make the required application(s) to New York State Department of Environmental Conservation and New York State Department of Health.

SECTION XVII

NORTH HALFMOON GENERIC ENVIRONMENTAL IMPACT AREA AND STATEMENT OF FINDINGS. In its entirety, the PURCHASER'S property consists of a total of ninety (90) single family lots, of which, thirty-nine (39) single family lots are located within the confines of the North Halfmoon Generic Environmental Impact Study Area, and as determined by their location, subject to the Statement of Findings developed by reason of that Generic Environmental Impact Statement. The PURCHASER acknowledges and understands that PURCHASER'S property and the PURCHASER will be subject to the terms and conditions of the Generic Environmental Impact Statement and acknowledges that PURCHASER and all of the PURCHASER'S property will be responsible for the mitigation fees set forth within the Final Generic Environmental Impact Statement and Statement of Findings. The PURCHASER specifically understands and acknowledges that the Town of Halfmoon, in determining to extend water to the PURCHASER 's property, has not required a separate and individual Environmental Impact Statement from the PURCHASER; has considered the Generic Environmental Impact Statement and Statement of Findings; has acted in reliance upon those Findings and PURCHASER'S supplemental Long Form Environmental Assessment and traffic analysis; and the PURCHASER'S acknowledgment that its property is partially within the GEIS Study Area. PURCHASER has stated it will adhere to the Statement of Findings for all their property and pay the required fees to mitigate the project's cumulative impact in and/or adjacent to the study area. It is a condition precedent to this Agreement to extend water services that the PURCHASER acknowledges its understanding and agreement to abide by the North Halfmoon Generic Environmental Impact Statement and Statement of Findings and provide the fees identified in the findings for all PURCHASER'S property in the Stone Crest Preserve Residential Subdivision. These fees are currently:

	Fee/EDU	Fee for 39 lots within GEIS	Fee for 51 lots not within GEIS	TOTAL
Water	\$1,325	\$51,675	\$67,575	\$119,250
Sewer	\$687	\$26,793	\$35,037	\$61,830
Culverts	\$57	\$2,223	\$2,907	\$5,130
Traffic	\$858	\$33,462	\$43,758	\$77,220
GEIS prep	\$31	\$1,209	\$1,581	\$2,790
Open Space	\$372	\$14,508	18,972	\$33,480
TOTAL GEIS FEES:	\$3,330	\$129,870	\$169,830	\$299,700

If PURCHASER, as part of project, constructs capital improvements for which mitigation fees are being collected, credits against these mitigation fees may be provided by the Town of Halfmoon at its discretion. The Town of Halfmoon has committed to proceeding in accordance with that Environmental Impact Statement and the Statement of Findings. With that commitment, the Town of Halfmoon feels that it will be treating all residents fairly and equally. The Town of Halfmoon would not have entered into this Agreement to supply water and would not consent to the extension of water services to any area for which the PURCHASER had not completed an Environmental Impact Statement or had not agreed to abide by the terms and conditions of the Statement of Findings derived from the North Halfmoon Generic Environmental Impact Statement unless and until PURCHASER either completed a separate Environmental Impact Statement for this property in whole or agreed to abide by the North Halfmoon Generic Environmental Impact Area Statement of Findings which will apply for PURCHASER'S entire Subdivision. The fees collected will be allocated between GEIS and Town of Halfmoon Consolidated Water District and Recreation Fund in accordance with the current fee schedule for each and any increase passed by the Town Board prior to the payment of the fees as detailed herein. The Applicant specifically and particularly agrees to the Findings and Mitigation fees contained in the Statement of Findings adopted by the Town Board on March 5, 2002 for the entire Subdivision and all phases of the Stone Crest Preserve Residential Subdivision, being serviced by this Agreement.

SECTION XVIII

OTHER CONDITIONS.

As a condition of the granting of the Subdivision approval, it is understood and agreed as follows:

- 1. A maximum of ninety (90) single family units will be constructed in accordance with the regulations as set forth in the Local Laws relating to Zoning for the Town of Halfmoon in an R-1 zone.
- 2. As noted in the Planning Board minutes, in an effort to mitigate the impacts of traffic generated by the project on the surrounding area, the PURCHASER will contribute toward and coordinate with the developer of the Windsor Woods residential subdivision to complete the reconstruction of the sharp curve in Vosburgh Road, creating a new “T” intersection in that location.
- 3. Also noted in the Planning Board minutes, in an effort to mitigate the cumulative traffic impacts, the PURCHASER will perform the construction of improvements to the two existing Werner Road intersections (Old Werner Road and Werner Road) with NYS Route 146.
 - a. Old Werner Road and NYS Route 146 Intersection:
The PURCHASER will design and construct closure of this intersection as authorized by the Town of Halfmoon Town Board. The cost of this work is \$66,691.
 - b. Werner Road and NYS Route 146 Intersection:
The PURCHASER will design and construct a right hand turn lane to improve traffic flow from Werner Road onto NYS Route 146 westbound.
The cost of this work is \$52,900.
 - c. The total construction cost for the improvements "a" and "b" above is \$119,591.

Cost of the above improvements will be credited toward fees established in Section XVII above for the 51 lots located outside of the GEIS area. The amount of fees to be collected by the Town of Halfmoon for the 51 lots located outside of the GEIS area will be \$50,239, or \$985.08 per approved lot in the Stone Crest residential subdivision. These fees will be payable on a per lot basis upon application for a Certificate of Occupancy.

- 4. The PURCHASER will be responsible for the procurement and installation of approximately 587' of fencing around the Werner Road water tanks as agreed upon by the Town of Halfmoon Water Department and the PURCHASER. (Cost of this work is \$20,000.)
- 5. The PURCHASER will coordinate with the developer of the Windsor Woods residential subdivision to extend sanitary sewer service from NYS Route 146 to serve the Stone Crest Preserve Subdivision.

RESOLUTION NO.345

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

RESOLVED, that the Town Board authorizes a cash advance from Consolidated Water Operating Fund for payment of the Werner Road Water Storage Tank Rehabilitation until bonds are issued, to be paid back with interest.

RESOLUTION NO. 346

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

RESOLVED, that the Town Board appoints Gaither Espey as, temporary laborer in Building Maintenance, for three months effective December 13, 2007 to March 12, 2008 to be paid \$12.71 per hour for 2007, \$13.16 per hour for 2008.

RESOLUTION NO. 347

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

RESOLVED, that the Town Board authorizes the Supervisor to make the following Creation of Appropriations and Transfer between 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	\$7,460.35	
	Subsidiary: 25-4-2189 Home &Community Services		\$7,460.35	
Credit:	Appropriations	25-960	\$7,460.35	
	Subsidiary: 25-5-1440.40 Engineering Contractors Inspections		\$7,460.35	
20-5-9710.60		20-5-5142.40	\$25,000	Transfer of appropriations within own

doors at the pump station; planting trees at the pump station and other types of cosmetic work at no additional charge.

RESOLUTION NO. 351

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

RESOLVED, that the Town Board accepts for dedication roads in Harvest Bend Phase I-Residential Development, Hidden Farm Lane and a portion of Misty Meadow Way as they have satisfied the standards set by the Town Roadway Dedication Procedure.

RESOLUTION NO. 352

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

WHEREAS, the Harvest Bend Subdivision located on Smith Road was approved by the Planning Board of the Town of Halfmoon; and

WHEREAS, the Harvest Bend subdivision, as approved, mandates that sanitary sewer be provided for the residences; and

WHEREAS, the applicant for the Harvest Bend subdivision has requested that they be permitted to temporarily store domestic sanitary effluent on site for a limited number of residences, for a period not to exceed ten (10) days from the acceptance of dedication to the of the Saratoga County Sewer District #1, conditioned upon the submission and approval of a pumping schedule to the Town Engineers; and

WHEREAS, the New York State Department of Environmental Conservation has issued the necessary permits and authorized the temporary on site storage of domestic sanitary effluent; and

WHEREAS, the Town Board of the Town of Halfmoon is desirous of ensuring the health, safety and well being of the citizens of the Town of Halfmoon; and

WHEREAS, the Town Board understands that permitting a safe and reliable method for disposing of sewer promotes the health, safety, and well being of the citizens of the Town of Halfmoon; and

WHEREAS, the applicant is unable to hook into the Saratoga County Sewer District #1 despite having the capability to do so as the County will not accept the flows unless and until some minor mechanical repairs have been completed to the pump station; now be it hereby

RESOLVED, that the Town of Halfmoon hereby permits temporary on-site storage of domestic sanitary effluent for a limited number of residences in the Harvest Bend subdivision for a period not to exceed ten (10) days from the acceptance of dedication of the sanitary sewer system by the Saratoga County Sewer District #1 subject to the submission and approval of a pumping schedule to the Town Engineers; and it is further

RESOLVED, that all other provisions of the approval of the Harvest Bend subdivision shall remain in full force and effect; and it is further

RESOLVED, that the applicant must hook into the Saratoga County Sewer District #1 within ten (10) days of permission to hook into the system.

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

Councilwoman Parker stated she wishes everyone a happy holiday also everyone is invited to the Swearing In Ceremony on January 1 at 1 pm at the Town Hall.

Mike Rudnick, Werner Road, asked what the Town has planned for closing Werner Road with no visible access to his property and his business.

Councilman Polak stated he was specifically told at a Planning Board meeting about the closing of this road when it was brought to his attention

Mr. Dudick stated he was told there was no plan to close off Werner Road specifically but maybe someday possibly closing off.

Attorney Murphy stated they will go through the minutes and Mr. Dudick was advised to talk to the Planning Board.

Christine Rajotte, 6 Colonial Drive, Colonial Green, commented that she wanted to thank the Town for all the drainage work and stated the contractors were very courteous.

Councilman Bold commented that the residents in Colonial Green were extremely cooperative and made the job go very well.

There being no further business to discuss the meeting was adjourned to the end of year meeting on December 28th at 11:30 am.

Respectfully submitted

Mary J. Pearson
Town Clerk

