

The January 21, 2026 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
Eric A. Catricala, Deputy Town Supervisor
Jeremy W. Connors, Councilman
Paul L. Hotaling, Councilman
John P. Wasielewski, Councilman
Kelly L. Catricala, Town Clerk
Lyn A. Murphy, Town Attorney
Cathy L. Drobny, Deputy Town Attorney

WORKSHOP - BOARD ROOM - 6:15 pm

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

PUBLIC HEARING: TO DISCUSS AUTHORIZING AN AMENDMENT TO THE CODE OF THE TOWN OF HALFMOON IN RELATION TO ZONING, SUBDIVISIONS, MOBILE HOMES AND BUILDING PERMITS.

Supervisor Tollisen: The first item on our agenda this evening is a Public Hearing to discuss authorizing an amendment to the Code of the Town of Halfmoon in relation to Zoning, Subdivisions, Mobile Homes and Building Permits. Would anyone like the public notice read? Hearing from no one, I will waive the reading of the Public Notice and open the public hearing at 7:01 pm. I will ask our Director of Planning and Code Enforcement to come up to give us a brief summary of the changes. Good evening Director Harris.

Rich Harris, Building, Planning, and Development Coordinator, Town of Halfmoon: Thank you, good evening. As the Town Board knows, the Town Code is not a document that sits there and stays static, it is meant to be reviewed, and with that, my office Building, Planning and Zoning, day to day, I keep a running list of issues that come up over the year or two year changes in State Code such as the State Building Codes, State Health Codes and we find things that are silent in the code on different subject matters. So, the series of amendments here are compiled over the last couple of years based on the day-to-day activities of my office and focus on the section of Town Code dealing with Mobile Homes, Building Permits, Zoning, and Subdivisions. Most of these are meant to make our code consistent with State Building Code, Health Department, and codify the existing practices and interpretations of our office. Thank you.

Supervisor Tollisen: Any questions of the Board? Any questions from the Public? There is no one online. I will close the Public Hearing at 7:02 pm. What is the pleasure of the Board?

RESOLUTION NO.83-2026

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

RESOLVED, that the Town Board declares Negative Declaration for SEQRA authorizing an amendment to the Code of the Town of Halfmoon relating to Zoning, Subdivisions, Mobile Homes and Building Permits.

RESOLUTION NO.84-2026

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

RESOLVED, that the Town Board approves amending the Town Code of the Town of Halfmoon in relation to Zoning, Subdivisions, Mobile Homes and Building Permits.

Supervisor Tollisen: Poll the Board, please.

POLL OF THE BOARD

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

PUBLIC HEARING: TO DISCUSS ADOPTING CHANGES TO THE CURRENT WATER REGULATIONS.

Supervisor Tollisen: The next item on the agenda is a Public Hearing to discuss adopting changes to the current Water Regulations. Would anyone like the Public Notice read? Hearing from no one, I will waive the reading of the Public Notice and open the Public Hearing at 7:03 pm. We have Bri Fitzgerald from MJ Engineering, welcome. Please come up and give us a summary of the changes.

Briana Fitzgerald, P.E. Project Engineer MJ Engineering: Hi. My name is Briana Fitzgerald with MJ Engineering. The Town of halfmoon Water Standards and Regulations were last updated in 2022. This new update for 2026 captures additional construction issues that the Town has faced in various projects and to capture updates in the water industry to some materials for their equipment and infrastructure. There are additional structure to the Pre-construction Meetings that would happen with the Town Water Department so we can capture coordination with everybody before the contractor gets to the project site. Thank you.

Supervisor Tollisen: Any questions from the Board? Any questions from the Public? Hearing none, I will close the Public Hearing at 7:05 pm. What is the pleasure of the Board?

RESOLUTION NO.85-2026

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

RESOLVED, that the Town Board declares Negative Declaration for SEQRA authorizing changes to the current Water Regulations in the town of Halfmoon.

RESOLUTION NO.86-2026

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

Resolution Introduced by Superintendent of Water & Building Maintenance Supervisor Tironi

RESOLVED, that the Town Board approve adopting changes to the current Water Regulations for the Town of Halfmoon.

Supervisor Tollisen: Poll the Board, please.

POLL OF THE BOARD

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

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 518-371-7410 ext. 2200 or visit our website www.townofhalfmoon-ny.gov.

FARMER’S MARKET: Every Wednesday from 2:00 pm to 5:00 pm in the Town Hall. Come visit our local farms, crafters, and vendors that will be on hand every week.

TOWN OF HALFMOON HISTORICAL BUILDING: The Historical Building is open by appointment. Please contact Lynda Bryan, Historian at 518-371-7410 Ext. 2331 or lbryan@townofhalfmoon.org. Volunteers are needed for upcoming events: 250th Anniversary of the Revolutionary War, more information to come.

TOWN MEETINGS:

***If a Monday meeting falls on a holiday, the meeting will be held the next day (Tuesday).**

- **Town Board:** 1st and 3rd Wednesday of the month at 7:00 PM
Pre-meeting at 6:15 PM
- **Zoning Board of Appeals:** 1st Monday* of the month at 7:00 PM
Pre-meeting at 6:45 PM
- **Planning Board:** 2nd and 4th Monday* of the month at 7:00 PM
Pre-meeting at 6:15 PM
- **Trails & Open Space Committee:** 3rd Monday* of the 3rd month at 7:00 PM, unless otherwise announced.

REPORTS OF BOARD MEMBERS AND TOWN ATTORNEY

Kevin J. Tollisen (Town Supervisor) I will note that a little while ago we had a Potluck Dinner for our Seniors, it was well attended, and they were very happy, and know how to cook! Great job by our team in facilitating that.

Eric Catricala: (Deputy Town Supervisor): (1) Chair of Personnel Committee, (2) Co-Liaison to Planning Board, (3) Co-Chair of Business and Economic Development Committee, (4) Chair for Parks and Athletics Organizations, (5) Liaison to Trails & Open Space Committee.

Councilman Catricala: Thank you, I have no report this evening.

Paul Hotaling (Town Board Member): (1) Chair for Recreation & Character Counts, (2) Ethics Committee, (3) Co- Liaison to Comprehensive Plan Update Committee, (4) Chair of Infrastructure & Safety (Water, Highway, Building & Maintenance), (5) Liaison to the Information Technology Department.

Councilman Hotaling: Thank you, I have nothing this evening.

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

Councilman Wasielewski: Yes, thank you. We will be meeting with the Town Chiefs on the 29th to review the Town's Emergency Management Plan, and we will also be keeping our eyes on a possible strong storm that might affect the Town later on this weekend into early next week. Thank you.

Jeremy Connors (Town Board Member): (1) Liaison to Zoning Board; (2) Chair of Business and Economic Development Committee (3) Chair for Not-for-Profit Organizations (4) Liaison to Comprehensive Plan Update Committee.

Councilman Connors: Thank you Mr. Supervisor. Crazy as it sounds, and there is snow on the ground, the Halfmoon Youth Baseball signups have begun. If your child wants to play youth baseball on our great fields over at Town Park, go to halfmoonbaseball.com to register. I believe they close out the first week in March. Additionally, I would just like to thank all of our Town crews that have been out, and away from their families, it has been a winter, if you will, but they have kept the roads safe and passable, and make sure that our Town is in good shape for the winter, and I would just like to thank Superintendent Bill Bryans as well as Maiello for their crews and Frank Tironi as well. Their guys are out there getting it done, so thank you! Please pass that along. That is all I have.

Kelly L. Catricala: (Town Clerk): No report, thank you.

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

Lyn Murphy, Esq., (Town Attorney): The Zoning Board of Appeals will not be meeting in February as there are no applications before them.

We currently have a Moratorium on Battery Energy Storage Systems in the Town. At this time, it is due to expire Mid-March, and I would respectfully request the Board schedule a Public Hearing to extend the moratorium for March 4, 2026 meeting. It has to go before the County, so the timing of it is a little unique, but March 4th would work.

RESOLUTION NO.87-2026 that the Town Board schedules a Public Hearing for the February 4, 2026 Town Board Meeting, in a A. James Bold Room, at 7:00 pm or as soon as the agenda allows to discuss extending the six-month moratorium relating to Battery Energy Storage Systems Facilities in the Town of Halfmoon.
Resolution Introduced by Building, Planning and Development Coordinator Harris

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

RESOLVED, the Town Board authorizes scheduling a Public Hearing for the February 4, 2026 Town Board Meeting, in the A. James Bold Room, at 7:00 pm or as

soon as the agenda allows to discuss extending the six-month moratorium relating to Battery Energy Storage Systems Facilities in the Town of Halfmoon.

Supervisor Tollisen: The reason it is important to extend the moratorium is Mr. Wasielewski, you have a meeting with the Chiefs coming up, but I think it's important that our Fire Chiefs weigh in on this.

Cathy Drobny, Esq. (Deputy Town Attorney): I have no report, thank you.

Supervisor Tollisen: Next item on the agenda is Public Comment for agenda items. Does anyone have any questions on the agenda? Anyone on-line?

PUBLIC COMMENT (For discussion of agenda items) No one came forward.

Supervisor Tollisen: Department Reports and Department Manager Reports; our department managers meet with me and the entire team monthly to provide reports of what is going on in their departments each month, and those reports are available always for review in the Town Clerk's Office.

DEPARTMENT REPORTS

1. Town Clerk

Total Fees Submitted to the Supervisor - \$4,119.35

2. Senior Express

Total # Rides - 495 Total # Meals - 986

3. Building Permits

Total # Permits - 42 Total Fees Submitted to the Supervisor - \$139,455.00

Fire Inspections - 107 Total Fees Submitted to the Supervisor - \$ 5,900.00

4. Town Justice Fodera

Total # Cases 127 Total Fees Submitted to the Supervisor - \$14,349.00

5. Town Justice Suchocki

Total # Cases 146 Total Fees Submitted to the Supervisor - \$18,388.00

DEPARTMENT MANAGER MONTHLY REPORTS (Can be viewed at the Town Clerk's Office) Assessor's Office, Buildings & Grounds; Building, Planning & Development; Receiver of Taxes; Recreation

CORRESPONDENCE

- 1. Received** from Lansing Engineering, a PDD Application with project narrative and site plans for 99 Staniak Road, Halfmoon, NY 12118 for construction of 30 single family homes.
Received & Filed
- 2. Received** from the he Department of the Army, U.S. Army Corps of Engineers a copy of their letter to M.J. Tarar, 7 Eleanor Court, Mechanicville, NY 12188, who submitted Permit Application No. NAN-2025-00757-ULA for review of Joint Application form dated 08/26/2025.
Received & Filed

OLD BUSINESS

NEW BUSINESS

RESOLUTION NO.62-2026

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

Resolution Introduced by Town Clerk Catricala

RESOLVED, that the Town Board approves the 2026 Organizational Minutes of the Town Board Meeting of January 7, 2026.

RESOLUTION NO.63-2026

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

Resolution Introduced by Town Clerk Catricala

RESOLVED, that the Town Board approves the Town Board Meeting Minutes of January 7, 2026 as presented.

RESOLUTION NO.64-2026

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

Resolution Introduced by Animal Control Hanna

RESOLVED, that the Town Board authorizing the Animal Control Department may dispose of a paper shredder by whatever means the Director deems appropriate as the shredder is no longer functioning and that the Town's Asset Inventory list will be updated to reflect that the paper shredder EQ-08-0056 is no longer being used for Town purposes, subject to the review and approval of the Town Attorney.

RESOLUTION NO.65-2026

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

Resolution Introduced by Town Supervisor Tollisen.

RESOLVED, the Town Board authorizes amending Resolution No. 8-2026 as it relates to Working Supervisor Bruce Betts modifying from Step 7 to Step 8 with an hourly rate of \$39.83 effective January 1, 2026, subject to the review and approval of the Town Attorney.

RESOLUTION NO. 66-2026

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

Resolution Introduced by Comptroller Sullivan.

RESOLVED, that the Town Board hereby hires Sharon Phelps as an Account Clerk/Typist at Grade 2 Base Pay \$23.64/hr, effective January 22, 2026, working two days a week at a maximum of 8 hours a day, subject to the review and approval of the Town Attorney.

RESOLUTION NO.67-2026

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

Resolution Introduced by Superintendent Of Highways Bryans

RESOLVED, that the Town Board authorizes the installation of a 150-watt HPS streetlight with a cobra head fixture at the intersection of Plant Road and Macoun Drive on NYSEG pole #20T in the Town of Halfmoon, subject to the review and approval of the Town Attorney.

RESOLUTION NO.68-2026

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

RESOLVED, that the Town Board hereby authorizes amending Resolution No. 33-2026 to permit Highway Department and Transfer Station employees an allocation in the not to exceed of \$200.00 per year for full-time employees for safety footwear, and part-time employees, if necessary, every two years, upon prior approval of the Superintendent of Highways and the Town Supervisor, subject to the review and approval of the Town Attorney.

RESOLUTION NO.69-2026

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

Resolution Introduced by Personal Computer Tech Mikol

RESOLVED, that the Town Board hereby authorizes the Supervisor to enter into an Agreement with CDW-Government, Inc. to renew the nightly back up services for a one year period in the not to exceed amount of \$3,542.28 and in accordance with proposal PSKR354 pursuant to Sourcewell contract #121923, and to authorize the Supervisor to execute any documentation necessary to effectuate the Agreement, subject to the review and approval of the Town Attorney.

RESOLUTION NO.70-2026

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

Resolution Introduced by Animal Control Hanna

RESOLVED, that the Town Board authorizes the 2012 Dodge owned by the Town of Halfmoon with VIN#2C4JDGAG7CR346490 previously utilized by the Animal Control Officer is a vehicle that should be sold or otherwise disposed of on Auctions International as it is no longer of use to the Town, subject to the review and approval of the Town Attorney.

RESOLUTION

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

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

WHEREAS, the Animal Control Officer has determined that a 2012 Dodge with VIN#2C4JDGAG7CR346490 currently owned by the Town of Halfmoon should be sold or otherwise disposed of as it is no longer of use to the Town; and

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

WHEREAS, the Animal Control Officer has the training and experience to determine what items should be placed on the Auction website and what items should be otherwise disposed;

THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Animal Control Officer may dispose of 2012 Dodge by placing it on Auctions International.
2. That this Resolution shall take effect immediately.

DATED: January 21, 2026

KELLY CATRICALA
TOWNCLERK
TOWN OF HALFMOON

Supervisor Tollisen: We certainly got our money's worth out of that vehicle.

Councilman Wasielewski: We sure did!

RESOLUTION NO.71-2026

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

RESOLVED, that the Town Board hereby authorizes that Marinol Circle, Tupelo Drive, Outlook Drive North, and Prospect Street should be added to the Local Highway Registry as they have been maintained by the Town of Halfmoon for more than twenty-five years and are open to the public twenty-four hours a day, seven days a week, three hundred and sixty-five days a year, subject to the review and approval of the Town Attorney.

RESOLUTION NO.72-2026

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

RESOLVED, that the Town Board hereby authorizes the installation of a 150-watt HPS streetlight with a cobra head fixture at Alexandria Court at Upper Newtown Road NYSEG pole #L99 in the Town of Halfmoon, subject to the review and approval of the Town Attorney.

RESOLUTION NO.73-2026

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

RESOLVED, that the Town Board hereby authorizes the Parks and Town Property Department to purchase eight (8) Security Cameras from Adirondack Cabling, Inc. pursuant to NYS Contract #PT68748 in the not to exceed amount of \$11,160.00 consistent with the proposal submitted via email on 1/14/2026 and to authorize the Town Supervisor to execute any documentation necessary to effectuate the purchase, subject to the review and approval of the Town Attorney.

RESOLUTION NO.74-2026

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

Resolution Introduced by Personal Computer Tech Mikol

Supervisor Tollisen: This is an opportunity for the Town of Halfmoon to work with NYS Homeland Security to make sure our Information Technology Department is as secure as possible. We continue to upgrade and update our IT all the time, but this is a special grant that has been given to us, and we want to take advantage of this and make sure we have the most secure systems possible.

RESOLVED, that the Town Board hereby authorizes the Supervisor to enter into an Intergovernmental Agreement with the New York State Office of Information Technology Services and the New York State Division of Homeland Security for the provision of endpoint protection and response services at no cost to the Town in accordance with contract #X052079, and to authorize the Supervisor to execute any documentation necessary to effectuate the Agreement, subject to the review and approval of the Town Attorney.

RESOLUTION NO.75-2026

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

Resolution Introduced by Supervisor of Buildings & Grounds Maiello

RESOLVED, that the Town Board hereby authorizes the purchase of a 2026 Felling FT-14 Trailer from Tracey Road Equipment pursuant to Sourcewell Contract #092922=FTS in the not to exceed amount of \$19,266.04 consistent with the proposal dated 8/5/2025 and to authorize the Town Supervisor to execute any documentation necessary to effectuate the purchase, subject to the review and approval of the Town Attorney

RESOLUTION NO.76-2026

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

Resolution Introduced by Supervisor of Buildings & Grounds Maiello

RESOLVED, that the Town Board hereby authorizes the purchase of a FAE BLO/EX-75 Forestry Mulcher for Excavators from Townline Equipment pursuant to Sourcewell Contract #010925-FAE in the not to exceed amount of \$15,507.00 consistent with the proposal dated 1/14/2026 and to authorize the Town Supervisor to execute any documentation necessary to effectuate the purchase, subject to the review and approval of the Town Attorney.

RESOLUTION NO.77-2026

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

Resolution Introduced by Supervisor of Buildings & Grounds Maiello

RESOLVED, that the Town Board hereby authorizes the purchase of a Leguan L195 Spider Lift from Admar Construction Equipment & Supplies pursuant to Sourcewell Contract #020223-AVT in the not to exceed amount of \$114,774.00 consistent with the proposal dated 1/14/2026 and to authorize the Town Supervisor

to execute any documentation necessary to effectuate the purchase, subject to the review and approval of the Town Attorney.

RESOLUTION NO.78-2026

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

Resolution Introduced by Superintendent of Highways Bryans

RESOLVED, that the Town Board hereby authorizes the Supervisor to solicit bids for the disposal privileges for household garbage, construction, recyclables, and demolition material collected at the Town of Halfmoon Residential Transfer Station on roll off containers, to be received by 1:00 pm on February 10, 2026, the sealed bids received shall be publicly opened and read aloud at 1:00 pm on or about February 10, 2026, at the Halfmoon Town Hall in the A. James Bold Room located at 2 Halfmoon Town Plaza, Halfmoon, New York 12065.

WHEREAS, the Town Board requires disposal privileges for household garbage, construction, recyclables, and demolition material collected at the Town of Halfmoon Residential Transfer Station on roll off containers, provided by the Town of Halfmoon and delivered to the bidders premises by the Town of Halfmoon; and

WHEREAS, the Town of Halfmoon is accepting sealed bids until 1:00 pm on February 10, 2026, for the disposal privileges in accordance with the bid package available at the Town Clerk's Office in the Town of Halfmoon; and

WHEREAS, the bids will be publicly opened and read aloud on or about February 10, 2026, at or around 1:00 pm;

NOW BE IT THEREFORE RESOLVED, that that the Town Board authorizes the Supervisor to solicit bids for the disposal privileges for household garbage, construction, recyclables, and demolition material collected at the Town of Halfmoon Residential Transfer Station on roll off containers, to be received by 1:00 pm on February 10, 2026, the sealed bids received shall be publicly opened and read aloud at 1:00 pm on or about February 10, 2026, at the Halfmoon Town Hall in the A. James Bold Room located at 2 Halfmoon Town Plaza, Halfmoon, New York 12065.

RESOLUTION NO.79-2026

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

Resolution Introduced by Personal Computer Tech Mikol

RESOLVED, that the Town Board hereby authorizes he Supervisor to enter into an agreement with SHI to provide two SQL Server Cores in accordance with the proposal dated 1/2/2026 pursuant to Sourcewell contract #121923-SHI in the not to exceed amount of \$5,349.96 and to authorize the Supervisor to execute any documents necessary to effectuate the Agreement, subject to the review and approval of the Town Attorney.

RESOLUTION NO.80-2026

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

Resolution Introduced by Building, Planning, and Development Coordinator Harris

RESOLVED, that the Town Board hereby authorizes the Supervisor to enter into an Intermunicipal Agreement with Saratoga County/Cornell Cooperative Extension to assist in the compliance with the State Pollution Discharge Elimination General Permit for Stormwater Discharges for Small Municipal Separate Storm Sewer Systems and to authorize the Supervisor to execute any documents necessary to effectuate the Agreement, subject to the review and approval of the Town Attorney.

RESOLUTION NO.81-2026

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

Resolution Introduced by Supervisor of Buildings & Grounds Maiello

Supervisor Tollisen: This is a part of a trail ongoing, and quite complicated for some time; it is finally moving forward, and we are glad to see it moving forward down on the Erie Canal.

Councilman Wasielewski: This will enable folks to travel from the Crescent Bridge all the way to the Vischer Ferry General Store. Beautiful trail if you have not used it; highly recommend it.

Supervisor Tollisen: Some of it will be off the road, and a little bit is on the road because of certain areas are pretty tight, and under water.

RESOLVED, that the Town Board hereby authorizes awarding the bid for construction of the Erie Canal Towpath Trail link in the not to exceed amount of \$328,913.00 and authorizing the Supervisor to execute any documentation necessary to effectuate the construction, subject to the review and approval of the Town Attorney.

RESOLUTION NO.82-2026

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

Resolution Introduced by Comptroller Sullivan

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

Supervisor Tollisen: Last item on the agenda is Public Comment for any items on the agenda or anything at all. If you'd like to speak, please come up, state your name and address for the record. Thank you.

PUBLIC COMMENT (For discussion of non-agenda items)

Christine Matthews, 5 Cinnamon Lane, Halfmoon:

Good evening, Supervisor Tollisen and members of the Town Board.
My name is Christine Matthews, and I live at 5 Cinnamon Lane.
I'm here tonight because residents across Halfmoon are deeply concerned about the proposed concrete batch plant at 1910 Route 9. While much of the project lies in Clifton Park, a portion of the property and activity area is within the Town of Halfmoon, which means the environmental, traffic, water-resource, and air-quality impacts will directly affect our neighborhoods, including Rolling Hills and Old Dater Farm.
I want to highlight one key factual detail from the FOIL materials:

The project site encompasses 19.37 acres, yet the applicant proposes to disturb only 3.6

acres, with 1.47 acres of impervious surfaces. A typical medium-sized concrete batch plant requires 1–2 acres; even a large stationary plant might need only a few acres more.

This proposal involves nearly 20 acres.

This raises a critical question: What is the full, long-term plan for this entire site? If only a small portion is used initially, there is clearly room for significant future expansion.

Once the initial facility is approved, any expansion could be treated as an “addition to an existing use,” triggering a far less rigorous review process. Residents deserve a complete, transparent explanation of what this site is expected to become — not just its first phase.

In recent months, large numbers of Halfmoon residents have attended the Clifton Park

Planning Board meetings because they are trying to understand this project and its implications for their families. The lack of public information from the Town of Halfmoon

has forced residents to pursue FOIL requests, research EPA and DEC data, study SEQRA,

and rely on one another simply to understand the basics. That burden should not fall solely on the residents.

With that in mind, I respectfully ask the Town Board to take the following actions:

1. Clearly and publicly explain the Town’s role, responsibilities, and process for monitoring this project.

Residents need clarity about what Halfmoon is doing, what authority it intends to exercise, and how it will protect public interests.

2. Assist citizens in understanding the environmental risks and any proposed mitigations.

Concrete batch plants emit particulate matter, crystalline silica dust, fugitive dust, and diesel exhaust — all documented by the EPA as health hazards. Families need Town supported guidance, not self-directed investigations.

3. Host a Halfmoon-led public informational session so residents can hear directly from

Town leadership about SEQRA, the environmental review, cross-municipal coordination, and how Halfmoon intends to represent its residents.

4. Commit to transparency by sharing any communications the Town has sent or received about this project, including with Clifton Park, DEC, the applicant, and any consulting engineers.

5. Seek clarity now on the applicant’s long-term intentions for the entire 19-acre parcel, not just the initial 3.6 acres.

6. Stand by the Town’s own precedent.

In June 2021, the Halfmoon Planning Board denied a proposed expansion of DelSignore

Blacktop Paving in this same industrial corridor, determining that intensifying asphalt related

industrial uses so close to residential neighborhoods was incompatible with surrounding land uses and posed unacceptable impacts.

The Town should apply this same consistent, protective approach now. The extraordinary turnout in Clifton Park shows how deeply engaged and concerned Halfmoon residents already are. What people are asking for tonight is simple: **leadership, transparency, and partnership** from their own Town. Thank you for your time and for your commitment to protecting the health, safety, and quality of life of Halfmoon residents. I will add that our experience here, in your facility tonight, is a much nicer surrounding, a larger much more comfortable surrounding for the citizens to be able to participate, so thank you.

Councilman Wasielewski: Ms. Matthews, do we know where that project stands as far as approval or denial in Clifton Park? It is near any decision?

Christine Matthews: It is still in the Planning Board review process; they are going back and forth with the applicant. Your Town personnel can probably answer that better than the citizens.

Attorney Murphy: We have not received a complete application from the applicant, so this is a Planning Board issue, not a Town Board issue, so this Board would not have any jurisdiction to have a public informational meeting, nor do they have the engineering support typically that the Planning Board has, so basically, as you said, The Planning Board has been open and very responsive to our residents and will continue to do so, but right now we do not have anything in front of us, so there is nothing we really can do because all of the information is in front of Clifton Park. Nothing has been submitted to the Town of Halfmoon.

Christine Matthews: We have not seen any evidence of Halfmoon leadership, even over there looking at this project. The citizens are over there trying to learn and understand. What we are asking is if you could help us understand, and when this come to Halfmoon's side, what will halfmoon's process be?

Attorney Murphy: We absolutely be very clear about that. As you said, the Boards are very open, have consistently, historically, had open meetings, open government and will continue to do so. What you are asking for right now is something the town Board has no place in, Planning Board does not have the application, so basically, we would have to FOIL Clifton Park to get the same information that you are getting, which we do not have jurisdiction for the Planning Board to have any kind of information, because they do not have an application.

Christine Matthews: So, what you are saying at this point that the Town is unaware...

Attorney Murphy: No, I am not saying we are unaware, obviously we are aware of it, we are concerned about it, our Planning Director has conversations with Clifton Park, but we can't take formal action because we do not have an application.

Christine Matthews: What we are asking for is to help us understand the process..

Attorney Murphy: Excuse me to interrupt, but you were part of the process when the previous Planning Board denied the expansion of the pavement.

Christine Matthews: I wasn't involved; I learned about those in the process.

Attorney Murphy: The process will be the same.

Supervisor Tollisen: Just so the Board is aware, Mr. Harris has been keeping up to date with Mr. Scavo, his partner in the Town of Clifton Park, and they are working together. Any indications, letter, or correspondence that we receive here at the Town of Halfmoon from any of our residents, I've directed that Mr. Harris provide

them to Mr. Scavo, so that it can be part of their public record. If that application comes before the Town of Halfmoon Planning Board, which is where it would come, that would be part of the public record as well. We are preserving the public record, and we will make sure that any question; and there have been some to my office from our residents and that they will be responded to 100%.

Christine Matthews: So, I understand we are delineating lines between what the Town Board does and what the Planning Board does, but the leadership here on the Town Board; we look to you to provide the leadership to protect the citizens. How do you do that, and what your role is in helping us understand. You do have a role and responsibility and a role in it, not just the Planning Board. It is the people in this room that are responsible for helping us as citizens being protected against the environmental risks and understand the process.

Attorney Murphy: I'm sorry I am not being clear, but this Board does not have jurisdiction to do what you are asking them to do. The Planning Board does, and will, as they have in the past, but this Board can't by the law.

Christine Matthews: The Board can certainly understand and hear a sense of concern.

Attorney Murphy: And they have been, and they have been forwarding them to Clifton Park, and believe me, we all understand the concerns and why you have them, and we plan on acting accordingly, it's just not this Board.

Sandra Weiner, 9B Vosburgh MHP: Good evening Board, my name is Sandra Weiner, I live on Vosburgh Road and have been in this area for about 30 years. I have seen a lot of development occur within this area. I am on the same wavelength as Christine regarding being very concerned about the air quality, water quality, traffic pollution, etc. What meetings would we have to attend in order for us to express our concerns if this Board is not able to act upon, and it's the Planning Board. What meetings would we be able to attend to get more information and clarity as to what actions are going to be taken down the road?

Attorney Murphy: Once the Planning Board has an application that delineates what the applicant is asking to do, then the Planning Board will have a public meeting where everyone's concerns will be heard, and listened to, more importantly.

Sandra Weiner: The other concern is that the part that Halfmoon has in this scenario is that the road that leads into the land is Halfmoon land, so that is a big concern for the traffic and the noise, pollution. Where I live is in direct contact near the 1910 Route 9 location. I am very concerned citizen, and a very active citizen in this area, and I love the Town of Halfmoon, I love what the Town has done for the citizens, and we just want to be able to continue to have that freedom of air, and clean air, and country-like feeling as we currently have now. Thank you.

Attorney Murphy: Madam Clerk, may I ask that you take the public comments that the Town Board has received, and forward them to Mr. Harris so he can include them in the packet he has been giving to Clifton Park. So that way they will have your comments as well.

Town Clerk Catricala: Yes.

Ed Martin, 72 Moreland Drive, Halfmoon: Good evening Supervisor and members of the Town Board. Thank you for the opportunity to speak here tonight. My name is Ed Martin, and I reside on Moreland Drive in the Town of Halfmoon. I am here tonight to express serious concerns regarding the proposed concrete batch plant

that is planned for just across the town line in Clifton Park. I respectfully urge the Town of Halfmoon to take an active role in opposing this project, or at a minimum, taking appropriate action to ensure strong protections for the health and well-being of our residents.

While the plant may be located in Clifton Park, many of its most significant impacts will not respect municipal boundaries and will primarily affect Halfmoon residents. Halfmoon lies directly downwind of the proposed site, and there are numerous residential neighborhoods within two miles of the plant. With prevailing winds blowing eastward most of the year, Halfmoon residents are likely to experience disproportionate exposure to the harmful dust and fine particulate matter generated by this proposed operation.

After researching ready mix concrete batch plants, and after reviewing various articles from respected and peer-reviewed publications in the medical field, it is well known and established that concrete batch plants can be incredibly harmful to public health and the environment, particularly when sited so close to residential areas.

They are known sources of cement dust and fine particulates, including silica, which cannot be fully eliminated even with modern controls and best management practices. These particles travel with prevailing winds and will settle on nearby residential areas and will inevitably be inhaled by our residents. This plant raises legitimate public health concerns, particularly for our most vulnerable population, especially young children, seniors, and individuals with asthma or other respiratory conditions.

I attended the recent Clifton Park Planning Board meeting, where there was huge turnout to oppose this plant, and the Clifton Park Planning Board has indicated support for additional environmental review. That acknowledgment is important - but it is not enough. Halfmoon residents deserve to have their concerns formally recognized and addressed as part of that review.

I am opposed to this project entirely because of its proximity to residential areas and sensitive environmental resources. However, if it is allowed to move forward, Halfmoon must advocate for the strongest possible safeguards, particularly for dust mitigation. These should include a comprehensive environmental impact statement, detailed air dispersion and downwind impact modeling, enforceable dust and emissions limits, continuous air monitoring with public reporting, strict truck routing and idling restrictions, and clear enforcement mechanisms with meaningful penalties for violations.

I respectfully ask the Town of Halfmoon to:

Formally submit comments opposing the project or requesting denial based on cross boundary public health impacts, assert involved or interested agency status under SEQRA to ensure Halfmoon's concerns are fully considered.

Advocate for a full environmental impact statement that explicitly evaluates downwind impacts on Halfmoon neighborhoods.

And stand with residents in demanding that public health and environmental protection take precedence over inappropriate siting.

This is not just a Clifton Park issue - it is a regional issue that directly affects the health, safety, and quality of life of Halfmoon residents. I respectfully urge the

Town to use every tool available to oppose this project and to protect our community. Thank you for your time and for your service to our Town.

A couple of questions if I could? I also don't quite know what the process is, I am not a land use or zoning guys myself, my understanding from the Clifton Park Town Board Meeting, Planning Board Meeting was that they were in support of additional environmental review and they were shifting that oversight to the DEC in trying to distance the Town of Clifton Park from being part of that review, which I understand is common when there is multi-jurisdictional type issue. I don't know if the environmental impact statement is actually going to take place or not, I know the developer was seemingly opposed to it, I believe, but my hope is that it does happen. It is my understanding it is zoned light industrial and that Code Enforcement Officer has acknowledged that it fits within that permitted use, and so there is legitimate concern this will eventually go through. My hope is that it becomes undesirable for the developer or cost prohibitive with meaningful protections that might be prudent moving forward. However, we can assess this project which will be greatly appreciated.

Attorney Murphy: To answer one of your questions, whoever is determined to be the Lead Agency, Clifton Park Planning has asked DEC to fulfill that role, but it has not been determined yet. They will be the ones who determines if you need the full environmental review. Halfmoon will have no say in that.

Ed Martin: I guess when it impacts neighboring jurisdictions, that perhaps there is a way for a neighboring jurisdiction to have a meaningful input and say.

Attorney Murphy: We have been forwarding all of the information and concerns, but the determination as to whether it is a full environmental impact or the basic one is going to be made by the Lead Agency.

Ed Martin: Understood. Once that determination is made, does Halfmoon have any standing to try to help impose certain conditions on what that project will ultimately look like?

Attorney Murphy: From a traffic standpoint?

Ed Martin: No, air quality, air quality is the big issue that will affect Halfmoon residents.

Attorney Murphy: The science will make that determination, and it sounds like the science has already done so, so whoever is making the SEQRA determination, I would assume would take that into account and move forward accordingly.

Ed Martin: Ok, well thank you for your time.

Jason Moyer, 54 Spice Mill Blvd. Halfmoon: Good evening. I have been a Halfmoon resident for about 25 years and thank you tonight for allowing us to have some words with you, we appreciate it. I don't want to ditto everything that the gentleman who spoke before me, he did certainly cover the issues quite well. My concern particularly, is that the Town as a whole become educated on this project. I had no knowledge of this six months ago and starting digging in for information and read light-industrial – this is far from light industrial, how did that even get pulled in? We talk about the SEQRA concerns, the environmental concerns, and the fact that it is right on top of the Dwaas Kill, and if the Dwaas Kill was not there, I could live and I balance it against these particulate matters that I've uncovered they call them PM 20- 2.5, and what that really means when you inhale it, it is so tiny that it gets into your bloodstream and it stays there, and it is a carcinogen. The compliance they put into place to mitigate is really nothing more than small stopgap, but the

compliance says you can emit X amount in a period of time. If it is any amount, and you inhale it, you are done- right? So, allowing any portion of that escape into the atmosphere and have it be in compliance is nonsense. We have to look at this as a Town issue, and certainly the Board here has better communication into the Planning Board than we do, and so, we would like you to understand some of these issues, possibly research them as a group or on your own, or together with the Planning Committee – it is more than a Planning Committee issue – it is broader than that; it is a whole community issue, and that is what you guys are here for, that is what we depend on you for. We ask that you educate yourselves, and that any FOIL requests be handled urgently because we are worried about the pace this may step up. If I could, I have a question. How can this project be so far along in Clifton Park and have our Planning Board have nothing in from of them yet. I don't understand that.

Attorney Murphy: That would be a question for the applicant; we can't make our own application, they have to file it, pay fees, provide paper copies, and they have not done so. I don't know if that's because they think they will have problems in Clifton Park- or I do not know why they have not.

Jason Moyer: That's fair. If the access to the property is Halfmoon, then at some point they have to submit something to our Planning Board – right?

Attorney Murphy: If they proceed.

Jason Moyer: Ok, let's say Clifton Park says it is all good, then it is presented to Halfmoon, could it be possible that the project be nixed at that point because Halfmoon does not approve it?

Attorney Murphy: I don't like hypotheticals; I'm not going to lie to you. I understand the health issues which will affect Halfmoon, but coming in from Clifton Park, but the traffic issues are something Halfmoon can definitely look at and make a determination based on what is presented, but again, to guess as to what will be presented, we just don't know what they are doing; we don't know why they have not sent us an application.

Jason Moyer: Is there any communication that goes back and forth in any official capacity between the two communities, Town Boards wise?

Attorney Murphy: The Planning Departments are in strict communications with one another, but is not before the Clifton Park Town Board, it is before the Clifton Park Planning Board. The two Planning Department Heads are in communication regularly, but neither of the Town Boards have jurisdiction over the project.

Jason Moyer: And the Planning Board Meetings are publicly open, we can go. Alright, I think that is it. It is a little disturbing , I was hoping we had a little more control over it at this point and more information, I would just hope that we keep our ears open and stay educated on and not view it as just another project that is coming into Halfmoon; it is bigger than that, we need to pay attention. Thank you for your time.

Pete Angus, 62 Mann Boulevard, Halfmoon: Good evening, my name is Pete Angus, and I live at 62 Mann Boulevard in Halfmoon. I am essentially echoing what everyone else is saying , but I wanted to put on the record with the Board that there is a lot of opposition in my neighborhood to this, a lot of families talking who have young children concerned about pollution. One thing that has not been stated to also be concerned about is long-term home values. I hope to live here for many, many years to come, but someday when we all decide to retire and go somewhere warm, we hope that the area we live in is not polluted and still a desirable place to live. I think what everyone here is asking is that the Board uses any and all tools at

their disposal to make the public aware of what's going on and what are the potential consequences of this concrete patch plant. What is the Board's position on this? Do you support this, not support this?

Attorney Murphy: I am going to advise them not to respond to that question. I am advising them not to, this is not their personal decision, this is me because they do not have any jurisdiction and if they go through and each give their opinion it's a public vote in the public, and there is nothing to vote on, so legally they should not do that, so I apologize. I'm sure if you catch them separately on the street, I'm sure they would be happy to share their opinions with you.

Pete Angus: I'm sure the residents would be curious as to whether the Board supports this, is the Board helping this to move along, I think that matters to the residents and voters, so we can speak separately. Thank you.

Chris Collazo, 11 Henderick Hudson Way: I agree with the previous speakers and share the concern. I do have a question. If Clifton Park does move forward it will have to notify Halfmoon just to have the access from Route 9, and then the decision of the Halfmoon Planning Board is based solely on the traffic issues- is that correct?

Attorney Murphy: I have not seen the application, so I cannot answer that. I know there is a driveway and right now it shows nothing else in Halfmoon, but I don't know what they are actually going to put forward. I'm hesitant to answer that question.

Chris Collazo: I understand. I would just add one new thing is that I live very close to that area and I would just put out there that there is a transfer facility there, Sysco, and there are a lot of trucks that use Route 9, but they do come into Route 9 from the far side of the turn, this is different because this is on the inside of the turn, so the distance you can see is shorter a significant amount, it's on a downgrade if you are traveling north on Route 9. In their own application, they admitted that the national standard for highway design that NYS uses also, they exceed the site distance, and do not feel they need to put up signs or signals. I am concerned that there are things being brushed aside in the current application in Clifton Park. Thank you for your time.

John DelGiudice, 49 Mann Boulevard, Halfmoon, NY - ONLINE: This is John DelGiudice, 49 Mann Boulevard. My proposal to you is to alter the definition of Light-Industrial to specifically exclude concrete plants based on all the reasons we've stated already. Thank you.

Adam Siemizinouski, 22 Mann Boulevard: I really came more today to learn than to speak, I was very impressed with the amount of dialogue on the internet, so I think I've learned a lot tonight and there are still questions to be answered, and my request to this group is that you do everything in your power to make sure the people are comfortable and aware of what's going on because, again there are many, many comments going on for months, and a lot of confusion and general outright fear. So that is my request is that you send out a brief communication or in private matters influence whoever is appropriate to do that. Thank you.

Jason Moyer: Jason Moyer again. I know some of the Board members are also on Zoning and Planning, I am not sure which, but I have a question with regard to what the gentleman online said. Can the Town of Halfmoon put in zoning prevention against batch plants in light industrial? So, prior to you even having any knowledge of what's going on could there be a resolution that prevented batch plants in a light industrial area?

Attorney Murphy: Unfortunately, the way the law works once we are aware that is project is coming, we are not allowed to change our zoning to prohibit the project.

It's wide open for lawsuits, I'm sure you paid attention in Ballston Spa the same exact issue came to them and they lost. So, they spent millions of dollars to lose because the law is very clear that once you are aware a project is coming you cannot zone to prevent it.

Jason Moyer: Can you add mitigations, not re-zone it ?

Attorney Murphy: Again, I hate these hypotheticals and without seeing an application all of the structures that are causing the concern are not in our community, and we cannot regulate them.

Jason Moyer: That is unfortunate.

Attorney Murphy: It is very unfortunate.

Jason Moyer: To think they could be on the Town line and spewing anything they want and we have no control.

Attorney Murphy: I would not say no control, once we do have the ability to comment when the DEC becomes Lead Agency, they are going to reach out to us and ask if we have any concerns, or if Clifton Park is Lead Agency the same thing will happen. We can express our concerns, but it is their community; they are the ones who have jurisdiction over it.

Jason Moyer: Ok, I would further ask that everyone be creative. Thank you.

John DelGiudice: I know that we cannot change the law to change the current project, but it might have an impact on future projects elsewhere in the event this is approved. To that end, I think it would behoove all of us if we at least knew that it would be possible for additional plants to be built in Halfmoon. I did actually make this request to Clifton Park last night as well.

Christine Matthews: One last time. I just wanted to go back to her point about jurisdiction. So, from a zoning perspective, are you saying Halfmoon will not have to make a zoning determination about a suitable use in the zone for this plant, you are only going to look at it from the traffic side?

Attorney Murphy: No, we are going to look at it for any use that is proposed in the Town of Halfmoon, we just don't know what that is.

Christine Matthews: Ok, so you would have to do your own zoning determination so that this is an allowable use in the zone they are requesting.

Attorney Murphy: In our Town, and DOT would have to give them a permit because of a curb cut on Route 9, and there are a lot of additional regulations that would come into play. But no one has those applications.

Christine Matthews: You only have a triangular piece, road front piece really. Are you saying that your jurisdiction is only for something that sits on that piece of land?

Attorney Murphy: Correct.

Christine Matthews: So, if the plant itself does not sit on that piece of land, anything about the environment is none of your concern in the review process?

Attorney Murphy: It is not that it is not of their concern, they obviously will voice concerns once that SEQRA process commences, and we are asked those questions. Right now, there isn't anything that this.....

Christine Matthews: We get that it is not in front of you , I'm just asking if an application comes in for a use on a piece of property that crosses two jurisdictions your ruling on the zoning would be only for what crosses your piece of property and not the actual real use in this case.

Attorney Murphy: Honestly, without seeing what the application is, I am very hesitant to answer that question. We only have jurisdiction over the Town of Halfmoon. This is the only way I can put it.

Christine Matthews: So put simply, if the batch processing plant does not sit on Halfmoon property, then you really don't need to make a zoning determination on that plant.

Attorney Murphy: On the Plant itself, correct. We can't, we are prohibited from doing that, we have no jurisdiction to do that, unfortunately.

Christine Matthews: Ok

Supervisor Tollisen: Thank you. Does anyone else have any questions or comments on the agenda this evening? Anyone online? For those of you that spoke this evening, I want to make sure we have your information correct, and also a phone number for each of you, so if you would, please see my secretary, Terri, afterwards to provide that information.

We want to make a complete record of this to be forwarded. I saw someone else's hand, I'm sorry, please come up.

Denise Matrazzo, 13 Rosemore Place, Halfmoon: Good evening. My name is Denise Matrazzo, and I live at 13 Rosemore Place, Halfmoon. I'm here to express my concern about the proposed concrete batch plant at 1910 Route Nine. Although this project is in Clifton Park, it's environmental, traffic, and air-quality impacts will be felt directly by Halfmoon neighbors like Rolling Hills, Old Dater Farm, and Rosemore Place. I respectfully ask the Town Board to take several steps to protect residents. Request designation as involved agency under SEQRA, so that Halfmoon has full authority in environmental review. Support a full environmental impact statement given the EPA documented risks from particulate matter, silica dust, diesel emissions, and proximity to the Dwaas Kill. Host a Halfmoon-led public informational session so that residents can understand the process and the Town's role. Disclose all communications to date related to this project, including with Clifton Park, DEC, the applicant, and engineering consultants. Uphold the Town's own precedent, including the 2021 denial of expanded industrial activity in this same corridor due to risks to nearby residential neighborhoods. These steps are reasonable, protective, and necessary to ensure Halfmoon has a strong voice in a project that directly affects our health, environment, and quality of life. Thank you for your time and considering the concerns of your residents.

Supervisor Tollisen: Again, before everyone leaves, please make sure you give your information to my secretary. Thank you all for coming tonight, I will ask again if there is anyone who would like to speak. Hearing from no one, I'll ask for a motion to adjourn.

ADJOURN

There being no further business to discuss or resolve on a motion by Councilman Wasielewski and seconded by Councilman Hotaling, the meeting was adjourned at 8:06 pm.

Respectfully Submitted,

Kelly L. Catricala Town Clerk



Adirondack Cabling, Inc.
 3 Rosell Drive
 Ballston Lake, NY 12019
 (518) 452-0124

Proposal No: 30738
 Date: 1/14/2026
 Sales Rep: Ed Coffey
 Proposal Expires: 2/14/2026
 State Contract No: PT68748

P R O P O S A L

Company: Town of Halfmoon	Contact: Paul Maiello
Address: 2 Halfmoon Town Plaza	Phone: 518-371-7410 ext 2532
City: Halfmoon State/Zip: NY 12065	Cell:
	email: gro@townofhalfmoon.org

Qty.	Description	Unit Price	Total
8	Surveillance Cameras Axis P3827-PVE - Model # 02450-001	\$ 1,395.00	\$11,160.00
Material Sale - No Installation Labor Included No credit card fee. Standard ground shipping cost included. NYS Contract # PT68748 Please note the 'Proposal Expires' date above (30 days). Due to imposed Terms, pricing is subject to change. Please confirm pricing before signing proposal or issuing a PO.			
			Total \$11,160.00

Installation Location

Company: Town of Halfmoon	Location:
Contact Name: Paul Maiello	
Address: 2 Halfmoon Town Plaza	
City: Halfmoon State/Zip: NY 12065	
Phone: 518-371-7410 ext 2532	Cell: 0

(Add applicable Sales Tax)

APPROVAL (Signatures are required prior to start of project)

Customer	Signature	Title	Date:
Customer P.O No.			
Adirondack Cabling, Inc.	Signature	Title	Date:

Payment:
 Adirondack Cabling, Inc. will invoice Customer 30% upon signed contract, 40% upon 50% completion, and 30% upon 100% completion. Payment terms are net 30 days from invoice date. Payment made via credit card will be charged a 3% processing fee.

Terms and Conditions:
 The prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.
 This Proposal is subject to the terms and conditions of the Adirondack Cabling, Inc./Adirondack Security General Terms and Conditions located at <http://adirondacksecurity.com/ADK-General-Terms.pdf> and as amended from time to time, which are hereby incorporated by reference and made part of this Proposal.

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ENDPOINT PROTECTION AND
RESPONSE SERVICES (Phase II)**

BETWEEN

**THE NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES,
THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES**

AND

Town of Halfmoon

X052079

This Intergovernmental Agreement ("IA") is entered into by and among the New York State Office of Information Technology Services ("ITS"), the New York State Division of Homeland Security and Emergency Services ("DHSES"), ITS and DHSES collectively referred to herein as the "State," and the entity identified on the signature page of this IA which is a political subdivision, municipal corporation, or public authority as defined by the laws of the State of New York ("Participating Entity"). By entering into this IA, the Participating Entity acknowledges that it has the legal authority to enter into this IA and that the individual executing this IA has been duly authorized to execute the IA. Each party to this IA is referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, ITS is responsible for protecting New York State Government's cyber security infrastructure and does so by employing a multi-faceted approach that includes coordinating policies, standards and programs on cyber security across the State, partnering with State agencies and law enforcement, monitoring the State's technology assets and responding to abnormalities and threats to their systems; and

WHEREAS, DHSES is responsible for working with federal, state, local and private entities to protect the State's critical infrastructure from cyber threats and vulnerabilities and to coordinate and facilitate information and intelligence sharing amongst these entities to assist in the early identification of and response to natural and man-made disasters; and

WHEREAS, the Participating Entity provides vital services to residents of New York State and within its jurisdictional boundaries; and

WHEREAS, the Parties remain committed to ensuring the safety of their respective critical infrastructure by investing in strategic collaborations and technology for strengthening cyber security and resiliency in the face of evolving threats; and

WHEREAS, there is established within the State a Joint Security Operations Center ("JSOC") to serve as the round the clock operational center for the purposes of sharing cyber threat information that is uniquely positioned as a sharing hub to integrate information and facilitate operational collaboration from multiple sources; and

WHEREAS, the NY Security Operations Center Initiative ("hereafter, "NYSOC") is a one-of-a kind cooperative approach between State and local governments to enhance collective cybersecurity and risk management capabilities and provide Participating Entities with actionable information to prevent, detect, respond to and recover from cyber-attacks; and

WHEREAS, increasingly sophisticated cyber-attacks on governmental entities as well as unauthorized access to their systems may compromise the security and integrity of government data, disrupt operations and services and damage critical infrastructure, thereby risking the health and welfare of the public; and

WHEREAS, the Parties recognize that deployment and use Endpoint Detection and Response (EDR) software, and rapid information sharing are foundational components of a sound cybersecurity program; and

WHEREAS The estimated total value of the endpoint detection licenses which is provided at no cost to the Participating Entity over the term of the Intergovernmental Agreement (3 years) is \$14,976.15.

**NYS ITS, NYS DHSES and Town of Halfmoon
Contract X052079**

NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. PURPOSE AND BENEFITS

The purpose of this Intergovernmental Agreement is to allow Participating Entities to access EDR software for better proactive security collaboration on threat intelligence amongst New York State and political subdivisions of the State.

Taking advantage of economies of scale and the State's purchasing power, the State has arranged for the Participating Entity to receive EDR software at no cost. Additionally, as part of that arrangement, the software provider or its affiliates will work directly with the Participating Entity to deploy the EDR solution within the Participating Entity's environment and provide training to assist the Participating Entity with using the EDR software.

2. DEFINITIONS

"Confidential Information" means any non-public information that a Party ("Disclosing Party"), regardless of form or medium of disclosure (e.g., verbal, hard copy, or electronic) or source of information (e.g., ITS, other state agencies, electronic systems, federal government, or third-party contractors) provides to the other Party or Parties, its agents, employees, officers, partners, or subcontractors ("Recipient") or which the Recipient obtains, discovers, derives, or otherwise becomes aware of as a result of performance of this IA.

"Cyber Information" means information owned or derived by a Party relating to cyber intelligence, indicators of compromise, indicators of cyber threat, cyber security investigative information, defensive measures being taken during an ongoing or imminent threat, and other such information relating to cyber security.

"EDR software data" means data derived from an endpoint security solution that continuously monitors endpoint devices to detect and respond to cyber security incidents that is shared through the software provider to the NYSOC.

"Security Incident" means a cyber event that a Party believes has compromised or may compromise the security, confidentiality, availability or integrity of its data, systems, networks, or other information technology related assets.

"Affected Party" means a Party that is affected by a Security Incident.

3. INTERGOVERNMENTAL AGREEMENT

The IA between the Parties consists of the following documents listed below in the following order of precedence:

- a. Appendix A – Standard Clauses for All New York State Contracts
- b. This IA document setting forth the final agreement between the Parties, including all attachments, appendices, and exhibits contained herein.

4. SERVICES

- a. Obligations of the State:
 - i. Facilitate and cover the cost of licensing for Endpoint Detection and Response (EDR) software for Participating Entity endpoints. The EDR software will be provided to the Participating Entity directly from the software provider.
 - ii. Provide services, as selected by the Participating Entity, as described in Attachment A.
- b. Obligations of the Participating Entity:
 - i. Participating Entity will be responsible for providing a technical lead with access to deploy the EDR software on end points and sufficient IT staff to facilitate the deployment of this software in their environment.
 - ii. Participating Entity agrees to abide by the EDR software provider's terms and conditions as agreed to between the State and the EDR software provider regarding use of the software and agrees to remain solely responsible for its use and configuration of the EDR software.
 - iii. Participating Entity agrees to maintain and update the EDR software on their systems, including working with the EDR software provider directly to address any issues that arise from the software.
 - iv. Participating Entity agrees that the EDR software will be configured to provide alerts to the NYSOC to contribute to the creation and monitoring of a statewide view of cybersecurity threats.

- v. Participating Entity agrees to provide NYSOC a list of contacts and contact information for notification in the event of alerts or other information related to the service. Participating Entity agrees to provide updates to the list as needed.
- vi. Participating Entity agrees to promptly notify all relevant entities, including but not limited to third-party system owners, of the State's activities and secure all necessary approvals, authorizations, or waivers in a timely fashion. Participating Entity will bear the full responsibility for all costs for obtaining such approvals, authorizations, or waivers, and any liability that results from the failure to secure, necessary approvals, authorizations or waivers, and for any damage to third parties arising out of or related to the products and services provided and/or performed by the State pursuant to this Section 4, including any intentional or negligent act or omission.

5. CONSIDERATION

The State agrees to provide the EDR software to the Participating Entity at no cost in exchange for the Participating Entity's agreement to share the EDR software data with the NYSOC to increase the State's visibility of the cyber threat landscape across the various state entities and political subdivisions, which will enhance the State's ability to quickly and more accurately respond to cybersecurity threats.

6. TERM

The initial term of the IA shall be for a period of three (3) years beginning on the effective date and will be automatically renewed for additional twelve (12) month terms based upon approval of funding in the State budget and approval of the New York State Office of the State Comptroller, if applicable. The Parties agree that should funding for this initiative not be appropriated in a State budget, the IA shall terminate with ninety (90) days prior notice required. The effective date of this IA shall be the date of approval of the IA by the New York State Office of the State Comptroller, if applicable, otherwise, this IA shall be effective as of the date of the later signature of this IA.

7. TERMINATION

a. For Convenience

Each Party retains the right to cancel the IA without cause and without penalty, provided that at least ninety (90) calendar days' notice of the Party's intent to cancel is given. This provision should not be understood as waiving a Party's right to terminate the IA for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.

b. For Cause

For any material breach or failure of performance of the IA by a Party, the other Party may provide written notice of such breach or failure. A Party may terminate the IA if the other Party does not cure such breach or failure within thirty (30) calendar days after the giving of written notice to cure.

No delay or omission to exercise any right, power, or remedy accruing to a Party upon breach or default by the other Party under the IA shall impair any such right, power or remedy, or shall be construed as a waiver of any such breach or default, or any similar breach or default thereafter occurring nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

c. Termination Notice

Notices required by this section shall be delivered to the other Party in writing, pursuant to the Notice provisions of this IA.

d. Data Migration and Destruction

Upon expiration or termination of this IA, the Parties agree to return each respective Party's Confidential Information and Cyber Information within a period of ninety (90) days following expiration or termination, including metadata and attachments, in a mutually agreed upon, commercially standard format. Thereafter, except for data required to be maintained by federal, state, and local laws, rules, regulations, ordinances, policies, standards, or guidelines or this IA, each Party shall destroy the other Parties' Confidential Information

and Cyber Information from its systems and wipe all its data storage devices to eliminate any and all Confidential Information and Cyber Information from its systems. The sanitization process must be in compliance with the NYS Security Standard, NYS-S13-003, available at <https://www.its.ny.gov/document/sanitizationsecure-disposal-standard>, and other sanitization and disposal standards where required by NYSOC policy or law. If immediate purging of all data storage components is not possible by a Recipient, that Recipient will certify that any Confidential Information or Cyber Information remaining in any storage component will be safeguarded to prevent unauthorized disclosures until such purging is possible. The non-purging Recipient must then certify to the other Parties, in writing, that it has complied with the provisions of this paragraph including providing any supporting documentation as required.

8. WARRANTIES

To the extent permitted by law, there are no other express or implied warranties or conditions, including warranties or conditions of merchantability and fitness for a particular purpose.

9. NO PERSONAL LIABILITY

No commissioner, officer, agent, or employee of either Party shall be held personally liable under any provision of this IA or because of its execution or attempted execution or because of any breach or alleged breach hereof.

10. THIRD PARTY DATA SHARING

EDR software data received by the NYSOC will be accessible by all NYSOC personnel from various partner entities, including New York State and New York City. Any NYSOC personnel who may have access to EDR Data, Confidential Information and Cyber Information, are subject to a formal background check requirement compliant with the FBI's Criminal Justice Information Services (CJIS) requirements and must take training consistent with the State's federal obligations. In addition to these requirements, vendor partners of these entities who may need access to EDR data, Confidential Information, and Cyber Information to assist the NYSOC personnel in carrying out the services described in this IA, are also subject to certain non-disclosure agreements. The NYSOC personnel may share anonymized data with participating entities and other entities that enter into cyber information sharing agreements with the State.

11. CONFIDENTIAL AND CYBER INFORMATION SHARING

a. Confidentiality Obligations. Each Party will:

- i. Hold all Confidential Information and Cyber Information provided by the other Party in strict confidence, except as otherwise expressly permitted under this Section 11;
- ii. Not disclose Confidential Information or Cyber Information of the other Party to any third-parties except to those who are subject to the same obligations as set forth in this Section 11, or as otherwise set forth in this Section 11;
- iii. Not process Confidential Information or Cyber Information of the other Party in any way not authorized by this IA;
- iv. Limit reproduction of the other Party's Confidential Information and Cyber Information to a need only basis;
- v. When Confidential Information or Cyber Information is shared, not disclose any Confidential Information or Cyber Information that may be used to identify the other Party;
- vi. In the event of an unauthorized or inadvertent use or disclosure of, or access to Confidential Information and Cyber Information, shall without unreasonable delay upon discovery that an unauthorized disclosure or loss has occurred, notify the other Party in writing and shall ensure a proper record of such unauthorized or inadvertent use, disclosure or access is kept and immediately provided to the other Party. The Parties shall also assist in any subsequent investigation of the unauthorized or inadvertent use, disclosure or access and mitigate any possible resulting damages of same. A record required under this provision shall include, at a minimum, the following:
 - a. Date of the unauthorized use or inadvertent disclosure;
 - b. Name of the recipient of the unauthorized use or inadvertent disclosure;
 - c. Address of the recipient of the unauthorized use or inadvertent disclosure, if known;
 - d. Brief description of the Confidential Information or the Cyber Information used or disclosed;

- e. Any remedial measures taken to retrieve or otherwise repossess such Confidential Information or Cyber Information; and
 - f. All other details required or necessary for the Party disclosing the Confidential Information or Cyber Information to know when and how such unauthorized disclosure was made and what mitigating steps are being undertaken or recommended to remedy.
 - vii. Take steps to avoid publication or dissemination of the Confidential Information and Cyber Information using at least the same degree of care as the Parties would use with respect to their own Confidential Information and Cyber Information; and
 - viii. At all times, have the right to request reasonable further assurances that the foregoing restrictions and protections concerning Confidential Information and Cyber Information are being observed, and the Party receiving the request must promptly provide the assurances.
- b. Exceptions Allowing Parties to Disclose Certain Confidential Information and Cyber Information
- i. The confidentiality obligations in this Section 11 do not apply to the extent that the Party receiving the Confidential Information or Cyber Information can demonstrate or establish by written evidence that: (1) the Confidential Information or Cyber Information became part of the public domain other than through actions that constitute a breach of this IA or fault on the part of Recipient; (2) the Confidential Information or Cyber Information was lawfully obtained by Recipient from a source other than the Disclosing Party free of any obligation to keep it confidential; (3) Recipient developed such information independently of and without reference to any Confidential Information or Cyber Information of the Disclosing Party (Recipient) shall bear the burden of proving such independent development); (4) the Disclosing Party expressly authorized disclosure of the Confidential Information or Cyber Information; (5) the Confidential Information or Cyber Information is required to be disclosed pursuant to law, regulation, judicial or administrative order, or request by a governmental or other entity authorized by law to make such request; provided, however, that Recipient shall comply with Section 11(b)(iii)(3) (Disclosure if Legally Compelled) below; (6) the Disclosing Party, in its sole discretion, agrees that the Confidential Information or Cyber Information has been anonymized to remove personal identifying information or information not otherwise disclosable under existing law; or (7) it is a third party as described in Section 10 above for which sharing Confidential Information or Cyber Information is necessary to provide NYSOC services. Recipient will bear the burden of proving any of the foregoing conditions exist.
 - ii. Notwithstanding the provisions of Section 11(a) hereof and where written notice is provided to the Party disclosing the Confidential Information or Cyber Information, the Recipient may disclose Confidential Information or Cyber Information to their third-party representatives who have a legitimate business need to know or use such Confidential Information or Cyber Information for purposes of aiding in cyber security activities, provided that such third-party representative (1) is advised by the Party disclosing the Confidential Information or Cyber Information of the sensitive and confidential nature of such Confidential Information or Cyber Information; and (2) agrees to comply with the provisions of this IA as if they were a Party.
 - iii. Disclosure if Legally Compelled
 - 1. Notwithstanding anything herein, in the event that a Party receives notice that it has, will, or may become compelled, pursuant to applicable law, regulation, or legal process to disclose any Confidential Information or Cyber Information (whether by receipt of oral questions, interrogatories, requests for Confidential Information or Cyber Information or documents in legal proceedings, Freedom of Information Law ("FOIL") requests, subpoenas, civil investigative demands, other similar processes, or otherwise), that Party shall, except to the extent prohibited by law, within two (2) business days of receipt of such notice, notify the other Party, orally and in writing, of the pending or threatened compulsion. In performing their obligations and exchanging information under this IA the Parties are acting in their common interests, each Party will maintain and support the attorney-client and work product privilege if asserted by the other Party.
 - 2. To the extent permitted by law, the Parties will coordinate and cooperate with each other in advance of any disclosure, in order to undertake any lawfully permissible steps to reduce and/or minimize the extent of Confidential Information or Cyber Information that must be disclosed.
 - 3. To the extent permitted by law, the Parties will have the right to seek an appropriate protective order or other remedy reducing and/or minimizing the extent of Confidential Information or Cyber Information that must be disclosed.

4. Upon determination that Confidential Information or Cyber Information must be disclosed pursuant to this section, the Party receiving the request and its third-party representatives shall disclose only such Confidential Information or Cyber Information that they are legally required to disclose in order to comply with such applicable law or regulation or legal process (as may be affected by any protective order or other remedy obtained by a Party). The Party and its third-party representatives shall use all reasonable efforts to ensure that all Confidential Information or Cyber Information that is so disclosed will be accorded confidential treatment.

c. Security

- i. The Parties shall store Confidential Information and Cyber Information in a secure fashion at a secure location that is not accessible to any person or entity not authorized to receive the Confidential Information or Cyber Information under the provisions of this IA;
- ii. Temporary Suspension of Obligations. At any time, a Party may suspend performance of one or more of its obligations under this IA without terminating in the event of an actual or suspected Security Incident or a security breach of a third-party that may affect the suspending Party. The suspending Party will provide notice of the suspension as soon as practicable under the circumstances. Notwithstanding the foregoing, unless legally compelled without the possibility of contractual waiver, this Section 11(c)(ii) will not apply to Sections 11(a) and 16 of this IA.

12. NO THIRD-PARTY RIGHTS

Nothing in the IA shall create or give to third parties any claim or right of action against the Participating Entity or the State beyond such as may legally exist irrespective of the IA.

13. NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- i. Via certified or registered United States mail, return receipt requested;
- ii. By facsimile transmission;
- iii. By personal delivery;
- iv. By expedited delivery service; or
- v. By email.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

ITS:

NYS Office of Information Technology Services
Division of Legal Affairs
Empire State Plaza, PO Box 2062 Albany, NY 12220-0062
Attn: Chief General Counsel
Email: its.sm.dla@its.ny.gov

DHSES:

NYS Division of Homeland Security and Emergency Services
Cyber Incident Response Team
1220 Washington Ave, Bldg 7A
Albany, NY 12226
Attn: CIRT Director
Email: CIRT@dhses.ny.gov

With a copy to:

NYS Division of Homeland Security and Emergency Services
Office of Counsel
1220 Washington Ave, Bldg 7A
Albany, NY 12226
Attn: Deputy Counsel
Email: thomas.mccarren@dhses.ny.gov

Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

- b. Any such notice shall be deemed to have been given, either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided, or in the case of facsimile transmission or email, upon receipt.

14. AMENDMENTS

This IA may be amended, modified or superseded, and the terms or conditions hereof may be waived only by a written instrument signed by the State and Participating Entity, or in the case of a waiver, the Party waiving compliance, and must be approved by the New York State Office of the State Comptroller if applicable.

15. DISPUTE RESOLUTION

The Parties agree that prior to the commencement of any legal proceeding, the Parties shall, in good faith, attempt to resolve any disputes that arise from this IA. The Party commencing a dispute shall do so by submitting a description of the dispute in writing to the other Party's designated single point of contact. The following escalation procedures shall be followed:

- a. The Parties designated single points of contact shall attempt to amicably resolve the dispute within ten (10) business days or as otherwise agreed to by the Parties.
- b. If the Parties designated single points of contact are unable to resolve the dispute, such dispute will be submitted to the ITS Chief Information Officer, the Commissioner of DHSES, and the Participating Entity's chief executive officer for resolution.

16. INDEMNIFICATION

- a. Subject to the availability of lawful appropriations, the Participating Entity shall hold the State, its officers, agents, and employees harmless from and indemnify it for any final judgment of a court of competent jurisdiction or amounts paid in settlement of a third-party claim to the extent attributable to the negligence of the Participating Entity or of its officers or employees when acting within the course and scope of their employment.
- b. Subject to the availability of lawful appropriations consistent with Section 8 of the State Court of Claims Act, the State shall hold the Participating Entity harmless from and indemnify it for any final judgment of a court of competent jurisdiction or amounts paid in settlement of a third-party claim to the extent attributable to the negligence of the State or of its officers or employees when acting within the course and scope of their employment.

17. GENERAL PROVISION AS TO REMEDIES

The Parties may exercise their respective rights and remedies at any time, in any order, to any extent, and as often as deemed advisable, without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another. A single or partial exercise of a remedy shall not preclude a further exercise of the right or remedy or the exercise of another right or remedy from time to time. No delay or omission in exercising a right or remedy, or delay, inaction, or waiver of any event of default, shall exhaust or impair the right or remedy or constitute a waiver of, or acquiescence to, an event otherwise constituting a breach or default under the IA.

18. ADDITIONAL REMEDIES

In addition to any other remedies available to the Parties under this IA and state and federal law for the other Party's default, a Party may choose to exercise some or all of the following:

- Pursue equitable remedies to compel a Party to perform;
- Require a Party to cure deficient performance or failure to meet any requirements of the IA.

19. INDEPENDENT CONTRACTORS

Nothing in this IA shall be construed to create any partnership, joint venture or agency relationship of any kind. Neither Party has any authority under this IA to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

20. ASSIGNMENT

The State may assign this IA, including all right and responsibilities to any successor NYS entity. The Participating Entity will be provided notice of any assignment. The Participating Entity may assign this IA as required by operation of law or with the consent of the State, such consent shall not be unreasonably withheld. Such assignment may be subject to approval by the New York State Office of the State Comptroller, if applicable.

21. NON-WAIVER

The failure by any Party to insist on performance of any term or condition or to exercise any right or privilege included in this IA shall not constitute a waiver of same unless explicitly denominated in writing as a waiver and shall not thereafter waive any such term or condition and/or any right or privilege. No waiver by any Party of any breach of any term of this IA shall constitute a waiver of any subsequent breach or breaches of such term.

22. ENFORCEABILITY/SECTION HEADINGS

In the event any clause, or any part or portion of any clause of this IA shall be held to be invalid, void, or otherwise unenforceable, such holding shall not affect the remaining part or portions of that clause, or any other clause hereof. The section headings in this IA are inserted only as a matter of convenience and for reference and in no way define, limit or fully describe the scope or intent of any provision of this IA.

23. JURISDICTION

This IA shall be construed according to the laws of the State of New York, except where the federal supremacy clause requires otherwise, and all claims concerning this IA shall be determined in a court of competent jurisdiction in the county of the state of New York in which the claim is alleged to have arisen.

24. EXECUTION

By execution, delivery and performance of this IA, each party represents to the other that it has been duly authorized by all requisite action on the part of the Participating Entity and the State respectively. This IA constitutes the legal, valid, and binding obligation of the Parties hereto.

25. ENTIRE AGREEMENT

This IA represents the entire understanding and agreement between the Participating Entity, ITS, and DHSES with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations (if any) made by and between such Parties.

DRAFT

IN WITNESS WHEREOF, this Contract has been duly executed on the date and year set out below.

By: Town of Halfmoon

Name: _____

Title: _____

Date: _____, 20__

**NYS OFFICE OF INFORMATION
TECHNOLOGY SERVICES**

By: _____

Name: _____

Title: _____

Date _____, 20__

**NYS DIVISION OF HOMELAND SECURITY
AND EMERGENCY SERVICES**

By: _____

Name: _____

Title: _____

Date _____, 20__

DRAFT

CORPORATE ACKNOWLEDGMENT

STATE OF _____ }

ss.:

COUNTY OF _____ }

On the _____ day of _____ in the year 20____, before me personally appeared: _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that his/her place of business is at _____ Town/City of _____ County of _____, State of _____; and further that s/he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of _____, s/he is authorized to execute the foregoing instrument on behalf of _____ for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

Notary Public

APPROVED AS TO FORM:

NYS OFFICE OF THE ATTORNEY GENERAL

By: _____
Title: _____
Date: _____

APPROVED:

NYS OFFICE OF THE STATE COMPTROLLER

By: _____
Title: _____
Date: _____

**ATTACHMENT A
INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ENDPOINT PROTECTION AND
RESPONSE SERVICES (Phase II)**

BETWEEN

**THE NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES,
THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES**

AND

Town of Halfmoon

X052079

All Participating Entities will be provisioned with access to and training for the EDR software vendor's portal allowing the Participating Entity to perform monitoring, analysis, quarantine and containment, and other cyber hygiene functions as provided by the EDR software. In addition, the EDR software provides proactive threat hunting twenty-four hours per day, seven days per week (24x7). The EDR software will also be configured to conduct the first level of triage to identify threats, assign a level of importance or urgency to the threat, and deliver alerts and actionable notification directly to the Participating Entities thru E-mail.

A Participating Entity may choose additional levels of service from the NYSOC. These levels of service are either:

1. Off-hours monitoring, and email escalation; or
2. Off-hours monitoring, email escalation, critical escalations, and containment and/or quarantine actions on impacted endpoints flagged for such by the EDR software. By selecting this option, the Participating Entity is granting the NYSOC and/or the EDR software vendor's staff the authority to take action per the critical escalation process defined below.

Please indicate level of NYSOC service requested; if neither level of service is desired, enter N/A: _____

Definitions:

Monitoring:

Monitoring is NYSOC and/or the EDR vendor staff reviewing Critical, High, and other vendor-escalated alerts received from the EDR software and conducting further analysis on the host endpoint using available tools (e.g., EDR Portal) to further quantify risk and determine if additional actions are required (e.g., escalation, critical escalation, containment and quarantine). The terms 'Critical' and 'High' alerts refer to the vendor's top two levels of automated alert criticality rating. 'Vendor-escalated' alerts refers to instances where the vendor escalates an alert to the NYSOC and/or Participating Entity beyond the vendor's automated alert criticality rating (e.g., Critical, High).

Escalations:

Escalation is the process of identifying potential cybersecurity concerns so that appropriate personnel can take action to address them. Escalations will be sent via email when the NYSOC Team and/or EDR software vendor's staff requires action to be taken by the Participating Entity in order to validate activity on a host or remediate a host. Examples of when an escalation will be sent may include, but would not be limited to:

- Validating questionable admin activity seen on a host
- Validating application usage
- Not having remote access to a host
- Requests for approval to take additional remediation countermeasures

Critical Escalations:

During an investigation, where NYSOC and/or EDR software vendor's staff containment and quarantine actions are required or action need to be taken by the Participating Entity, the NYSOC Team and/or EDR software vendor's staff will call the phone numbers provided in the below order of priority. If there is no response from any of the contacts, the NYSOC Team and/or EDR software vendor's staff will send a Critical Escalation email and continue monitoring but not proceed with any countermeasures that are not approved by the Participating Entity. The NYSOC and/or EDR software vendor's staff will begin the escalation process within a reasonable amount time from receipt of the critical alert or notification by the EDR software.

The Critical escalation and containment and quarantine functions will be phased in by the NYSOC and/or EDR software vendor's staff as it reaches operational maturity. Critical escalations may not be available on the Participating Entities' onboarding date. However, the EDR software will provide direct alerting to the Participating Entity irrespective of the NYSOC's status.

Containment and Quarantine:

NYSOC and/or EDR software vendor's staff containment and quarantine includes:

- Containment of hosts identified by the EDR software as a critical risk
- Quarantine or removal of files or artifacts identified by the EDR software as a critical risk
- Recommend recovery actions as needed per incident to address vulnerabilities in infrastructure not managed by the EDR software

Off-Hours: NYSOC Off hours support is Saturday and Sunday all day, and 5PM to 8AM Monday - Friday. The EDR software vendor's staff is available 24/7/365.

Escalation priority Points of Contact: Please provide a list in order of priority of the persons the NYSOC and/or EDR software vendor's staff should call when notifying the Participating Entity of a Critical Escalation (the Participating Entity does not have to use all the lines below and should add additional lines if necessary):

1. _____
2. _____
3. _____
4. _____
5. _____



QUOTATION

6803 Manlius Center Road, East Syracuse, NY 13057 phone (315) 437-1471 fax (315) 437-4041

TO: **Customer** TOWN OF HALF MOON
Address
City, State, Zip Code
Contact Person
Phone Number Fax Number 0
Date of Quotation 8/5/2025 **Quotation Price Good Through** 1/31/2026
Salesman Name MATT BRAYMAN

Stock #	New or Used	Description	Price:
FT-14 IT I		2026 Felling FT-14 IT I	
		4' ADDITIONAL DECK LENGTH	
		NO STATIONARY DECK	
		COUNTERWEIGHT IN HITCH AREA	
		DECK IN 2" WHITE OAK	
		21.5" LOADED, 23.5" UNLOADED	
		102" OD 83.5" ID	
		(8) 5/8" STRAIGHT D-RINGS	
		ELECTRIC, FSA (FWD SELF ADJ) ON ALL AXLES	
		7K DROP AXLES	
		36" SPREAD SPRING SUSPENSION	
		(4) 215/75R 17.5H, 8 BOLT (17.5x6.75) PLATE WHEEL	
		5' CENTER OF COUPLER TO HEADBOARD LENGTH	
		2.5" ADJ LUNETTE EYE/PINTLE HITCH	
		APPROX. ADJ HITCH RANGE 14.5" - 23.5"	
		12K W/ SPRING LOADED DROP LEG, SIDE WIND JACK	
		7 POLE RV PLUG	
		LED, 4 TAIL LIGHT SYSTEM, SEALED WIRING HARNESS	
		FELLING BLACK W/ WHITE DECAL	
		3/8" SAFETY CHAINS, GRADE 70	
		DOCUMENT HOLDER	
		TOOLBOX, LARGE 57"x28"x13" LOCKABLE COVER	
		POWER UP/DOWN ELEC/HYD PUMP W/ CORD & REMOTE	
		GVWR : 16,000lbs	
		SOURCEWELL PRICING LIST LESS 12%	
		LIST PRICE \$ 19,683.00 LESS 12% = \$ 17,321.04	
		FREIGHT \$ 1,395.00	
		PDI \$ 550.00	
		TOTAL COST TO CUSTOMER \$ 19,266.04	
Description of Trade-In (Year, Make, Lienholder, Amount owed on unit, Gross Trade-in allowance)			
0	0	0	0
			\$0

DETAILS OF PROPOSED TRANSACTION:		TERMS AVAILABLE:	
CASH PRICE	\$0	12mos @	=
-TRADE-IN (see above)	\$0	24mos @	=
NET PRICE	\$0	36mos @	=
SALES TAX (if applicable)	\$0	48mos @	=
FET ON NET (if applic.)	\$0	60mos @	=
TOTAL PRICE	\$0		

WE APPRECIATE THIS OPPORTUNITY TO QUOTE YOU. I ASSURE YOU THAT YOUR ORDER WILL BE MOST APPRECIATED AND HANDLED IN A PROMPT AND CAREFUL MANNER. PLEASE FEEL FREE TO CALL ME WHEN I CAN BE OF SERVICE...

Sales Representative

Thank You

Felling Trailers

Trailers

#092922-FTS

Maturity Date: 12/20/2026

Website: felling.com/government-solutions



Products & Services	Buy Sourcewell	Documents	Contact Information
---------------------	----------------	-----------	---------------------

Products & Services

Sourcewell contract 092922-FTS gives access to the following types of goods and services:

- Utility trailers
- Construction trailers
- Drop-deck trailers
- Drop-deck & deckover tilts
- Deckover tag trailers
- Hydraulic dump trailers
- Utility pole, reel, & coil trailer
- Commercial semi trailers
- Hydraulic detachable gooseneck
- Generator & compressor trailer
- Tender-frame & AG trailers
- Custom trailers

Felling Trailers

Trailers

#092922-FTS

Maturity Date: 12/20/2026

Website: felling.com/government-solutions

Sourcewell

Awarded Contract

Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 092922-FTS gives access to the following types of goods and services:

- Utility trailers
- Construction trailers
- Drop-deck trailers
- Drop-deck & deckover tilts
- Deckover tag trailers
- Hydraulic dump trailers
- Utility pole, reel & coil trailer
- Commercial semi trailers
- Hydraulic detachable gooseneck
- Generator & compressor trailer
- Tender-frame & AG trailers
- Custom trailers



**Town Of
Halfmoon
Parks**

OFFER #
071903

QUOTATION
1/14/2026 10:50 AM

OFFER VALIDITY
30 Days

ADDRESS: 2 Halfmoon Town Plaza 12065 Halfmoon NY
COUNTRY: United States

CUSTOMER # VAT

NOTES

THIS QUOTE REFLECTS THE SOURCEWELL DISCOUNT ** Town of Halfmoon Sourcewell ID: 8204**

YOUR DEALER RECEIVED YOUR CONFIGURATION TO FINALIZE THE DEAL.

The quote provided by this system is non-binding and only provides an indication of the price based on the various configuration choices selected. FAE reserves all rights to make changes without notice. The prices shown are therefore an indication of FAE's suggested price, which may not reflect the individual dealer's final price. All prices should be considered FGA factory (FAE USA Inc.). Additional services, such as installation and transportation, are not included. Local taxes and fees are not included. All images included are for illustrative purposes only and are in no way binding on FAE.

DEALER NAME: Townline Equipment
DEALER CONTACT: Spencer Schwenk

E-MAIL: spencer@townlineequipment.com CELL #: 603-675-6347

Your FAE BL0/EX-75

Forestry mulcher for excavators



EQUIPMENT

16-co-gear hydraulic motor, Flow control system valve with integrated safety and anticavitation valves, Enclosed, dust-resistant machine body, Motor enclosed in the frame, Hydraulic hoses, Detector, Thumb bracket, Direct-drive transmission, Interchangeable forged steel rotor shafts, Bite limiter rotor with blades BL/MINI, Wear-resistant interchangeable Hardox® soles, Blade BL/MINI

Items	Qty	Amount
1. 013239075 BL0/EX-75 	1	\$ 12,429.00
2. 500000458-0 Customized attachment bracket	1	\$ 3,078.00
		\$ 15,507.00
		Grand Total (Excluded Tax)
Shipping Cost	GST	\$ 15,507.00
\$ 0	\$ 0.00	Grand Total (Included Tax)

This offer is valid when approved in writing by FAE or the local branch office.

Stamp and signature _____

F&E Inc.

Tree and land maintenance equipment attachments and accessories

#010925-F&E

Maturity Date: 2/24/2029

Website: [FAE.com/Sourcewell](https://www.fae.com/Sourcewell) 

Products & Services

Products & Services

Sourcewell contract 010925-F&E gives access to the following goods and services.

- Skid steer mulchers
- Excavator mulchers
- Three point mulchers
- Stump cutters/grinders
- Remote controlled mulchers
- Rock crusher attachments
- Wheel loader forestry mulchers
- Dedicated tracked vehicles
- Mulchers for tracked vehicles
- Tracked vehicle stump cutters
- Hydraulic flail mowers
- Skid steer rotary cutters

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

Username

Username

Password

Password

Log In

[Forgot username or password?](#)

[Setup Buy Sourcewell access.](#)

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.



**RENTAL
SALES
SERVICE
PARTS**

ADMAR - ALBANY
878 Old Albany Shaker Rd
Latham, NY 12110
Phone: (518) 690-0750

SALES QUOTE

Quote Number: SQ-AL1027791
Quote Date: 1/14/2026
Created By: Leah Dworak
Salesperson:
Customer ID: 202577
Customer PO: MATT HICKOK QUOTE
Job Name:
Terms: Net 30 Days
Contact: TIM MURPHY/LAURIE(X2222)//
Ordered By:
Expiration Date: 1/21/2026

On Hold

BILL TO:

TOWN OF HALFMOON
2 Halfmoon Town Plaza
HALFMOON NY 12065
Phone: 518-371-7410

SHIP TO:

ITEM	QTY	UNIT PRICE	EXTENDED PRICE
566-5400: SPIDER LIFT 58' TRACK MOUNTED DSL	1.00	114,774.00	114,774.00
NOTE: *SOURCEWELL PRICING NEW 65'			
LEGUAN L195 \$107,811			
L195 REMOTE CONTROL \$6,076			
OUTRIGGER BEACONS \$744			
HOSE TO PLATFORM \$343			
TOTAL \$114,774.00			
LEAD TIME 2-4 MONTHS			

Name Printed _____
Signature _____
Date _____

ALL RENTALS, SALES AND/OR WORK
ORDER SERVICE ARE SUBJECT TO THE
FOLLOWING TERMS AND CONDITIONS.

Subtotal: 114,774.00
Tax Total: 0.00
Order Total: 114,774.00
Payment Received: 0.00

Availability dates subject to change pending a confirmed order.

ADDENDUM TO CONTRACT AGREEMENT

As used herein, "Contract" refers to the Rental Contract, Resale Invoice, or Work Order, as applicable, as those terms are defined in the Contract Agreement. "Dealer" refers to ADMAR SUPPLY COMPANY, INC., "Customer" refers to you, "Equipment" refers to the personal property described in the Contract (including all accessories and attachments), "Manufacturer" refers to the Manufacturing of the Equipment, and "Store" refers to the Dealer's business premises at which this Contract was prepared and signed by Customer and Dealer.

I. Conditions Relating to Rental of Equipment

I.(A) Inspection; Loading/Unloading. Prior to taking possession of the Equipment from Dealer, Customer personally inspected the Equipment and found it to be in good condition and free from defects. Customer acknowledges that it is Customer's responsibility to ensure the Equipment on Customer's vehicle. The Customer may request the Dealer's employees to assist in the loading of the Equipment. If such assistance is provided, Customer agrees to assume the risk of, hold Dealer harmless from, and defend Dealer against any losses (including but not limited to property damage and personal injury) which might result from such loading or unloading and at all times when the Equipment is in Customer's possession. Customer also acknowledges that it has inspected its trailer coupling mechanisms and safety chain before leaving Dealer's premises and the same is in good working order and condition; Customer agrees to maintain the trailer coupling mechanism and safety chain in good working order and condition, and to inspect the same periodically, but not less than every 250 miles. Customer further acknowledges and understands that DEALER DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO WHETHER THE EQUIPMENT HAS BEEN LOADED IN A SAFE AND SECURE MANNER ONTO CUSTOMER'S VEHICLE.

I.(B) Equipment Use. Customer acknowledges that Dealer has no control over the utilization and use of the Equipment by Customer, the trade or occupation of Customer, and the qualifications (or lack thereof) of the Customer to use the Equipment. Customer shall operate the Equipment and assumes any and all responsibility to guarantee that the Equipment is used only: (i) at the address designated on the front of this Contract (unless Customer notifies Dealer of a different or additional address at which the Equipment is to be used and the duration of intended use at such other location), (ii) for the purposes for which the Equipment was manufactured and intended as set forth in the Manufacturer's safety and operating instructions, and (iii) by a Properly Trained individual, defined as a person employed by Customer who has received the training required which is necessary to operate the Equipment in a correct and safe manner. Use of the Equipment (a) in violation of any of the preceding clauses (i), (ii) or (iii), or (b) in any manner which constitutes an exception to the Loss/Damage Waiver (whether or not Customer elected or declined such Loss/Damage Waiver) is prohibited and shall constitute Improper Use. Customer further agrees that at Customer's sole expense, Customer will comply with all governmental safety or health regulation or operational and/or maintenance standard or requirement and all municipal, county, state and federal laws applicable to the use of the Equipment during the Rental Period. Customer agrees that Dealer shall have no responsibility for Customer's compliance therewith. All licenses, fees or taxes arising from Customer's use of the Equipment shall be paid by Customer.

I.(C) Rental Period. The Rental Period shall be defined as the period of time during which the Equipment is rented to Customer, which Rental Period is set forth on the front of this Contract (including any and all extension(s) granted pursuant to Section I.(D) hereof), except where earlier terminated upon Customer's return of the Equipment to the Store as evidenced by a return receipt issued to Customer by the Dealer. During the Rental Period, Customer shall be legally responsible for the rental rate stated on the front of this Contract. Dealer may terminate the Rental Period at any time upon prior notice to Customer, and Customer will promptly return the Equipment in an acceptable condition as more specifically set forth in Section I.(E) below.

I.(D) Extension of Rental Period. In the event Customer desires to extend the Rental Period beyond the expiration date stated on the front of this Contract, Customer shall immediately give notice to Dealer of such intention, requesting Dealer's approval of such extension. Upon agreement of such extension by the Dealer, the parties shall execute a written extension setting forth the terms of such extension. Notwithstanding the foregoing, in the event Customer does not return the Equipment upon the expiration of the Rental Period and has not extended this Contract in accordance with this Section I.(D), the Rental Period and Customer obligations to make payments to Dealer for the Equipment shall continue until such time as the Equipment is returned. In addition, Dealer shall be entitled to pursue any and all of its rights and remedies as set forth under Section I.(F) hereof.

I.(E) Return of the Equipment. Customer acknowledges that (i) Customer shall return Equipment to the Store (or such other location as Dealer may direct) during normal business hours at the end of the Rental Period, (ii) Dealer may suffer economic damages as a result of Customer's failure to timely return the Equipment, for which Customer acknowledges that it will be fully liable, and (iii) until such time as Customer returns the Equipment to Dealer, Customer will be legally responsible to pay the applicable rental rate as stated on the front of this Contract. Additionally, failure to return the Equipment within forty-eight (48) hours of the expiration of the Rental Period (or any extension thereof), in certain circumstances, may be construed as evidence of an intention to fraudulently convert the Equipment and may be considered a theft, resulting in criminal prosecution. Customer shall clean the Equipment, and then return the Equipment to the Dealer in the same condition as when the Equipment was received, reasonable wear and tear excepted. Customer agrees to pay for any and all loss or damage to the Equipment occurring during the Rental Period, except in the event that Customer has elected the Loss/Damage Waiver and the cause of such loss or damage is covered by the terms thereof. Reasonable wear and tear shall only mean the normal deterioration of Equipment caused by ordinary and reasonable use for a maximum of 8 hours per day ("Daily Usage") for 5 days in any 7 consecutive day period or 40 hours per 7 day week ("One Week Usage"). For purposes of this Agreement, One Month Usage shall mean 8 hours per day for 20 days in any 20 consecutive day period. Reasonable wear and tear shall not include any damage resulting from Improper Use. If the Equipment is returned uncleaned, Customer shall be assessed a cleaning charge.

I.(F) Payment of Charges. All rental charges will be paid in advance unless an approved credit account has been established. Charges for approved credit Customers are due net 30 days upon receipt of an invoice from Dealer. A carrying charge equal to 1.5% per month of the maximum permitted by applicable law, will be charged on all accounts which are overdue, and the Customer shall bear all collection fees, attorney fees, court costs, or any expense involved in the collection of rental charges. Rental rates are based upon time out from the Store and ordinary and reasonable use on a Daily Usage, One Week Usage or Monthly Usage basis. Use of the Equipment by Customer in excess of the agreed-upon Daily Usage, One Week Usage or Monthly Usage will be billed proportionally for such greater usage. In the event Customer returns the Equipment prior to the expiration of the Rental Period as set forth on the front of this Contract, Customer shall be required to pay (a) minimum rent set forth on the front of this Contract or (b) rental rate for the actual period during which the Equipment was rented to Customer, whichever is greater.

I.(G) Liability for Damage to Persons and Property. Customer assumes the risk of any and all damage or injury to persons or property of any kind or nature, including wrongful death, caused by, resulting from or in any way connected with the Equipment during the Rental Period or while the Equipment is in the possession, custody or control of the Customer or the breach of any provision of this Contract. Customer agrees to indemnify and hold Dealer, its officers and employees, harmless from and against any and all suits, actions, proceedings, claims, judgments, demands, damages, losses, costs and liabilities whatsoever (including but not limited to, all attorneys' fees and expenses) of any nature or kind caused by, resulting from or in any way connected with the Equipment during the Rental Period or while the Equipment is in the possession, custody or control of the Customer or the breach of any provision of this Contract, whether or not caused by the active or passive negligence or other fault of Dealer or any other person as defined hereunder, including but not limited to, wrongful death of employees of Customer or anyone else, property damage and any of the foregoing arising or imposed in accordance with the doctrine of strict or absolute liability. Customer's indemnification obligations contained in this Section I.(G) shall survive the expiration or termination of this Contract.

I.(H) Liability for Loss or Total Destruction of Equipment. In the event of (a) total destruction, (b) loss of possession of the Equipment, or (c) Customer's inability to return the Equipment to Dealer, for any reason whatsoever, Customer shall pay to Dealer the full replacement value of the Equipment, together with the applicable rental rate on the front of this Contract. Payment of the applicable rental rate shall continue until such time as Dealer, using commercially reasonable efforts, is able to replace the Equipment; provided, however, Customer's payment obligation under this provision may be reduced by Customer's election of the Loss/Damage Waiver, if the cause of such loss or total destruction is covered by the terms thereof.

I.(I) Equipment Maintenance and Storage. Customer shall, at its own expense, maintain the Equipment in a careful and proper manner and, in any event, in accordance with Manufacturer's specifications. Customer shall store the Equipment in a safe and secure location and shall take all commercially reasonable measures necessary to protect the Equipment against theft, vandalism, or malicious mischief.

I.(J) Equipment Damage or Malfunction. If the Equipment is damaged (including damage caused by unreasonable wear and tear or Improper Use) or malfunctioning in any way, Customer shall immediately discontinue use of the Equipment, and also immediately notify Dealer of such damage or malfunction. Dealer agrees that, within a reasonable period of time of receiving such notification, it will repair the Equipment (or, within Dealer's sole discretion, replace such Equipment with a like piece of Equipment). If the Dealer deems it advisable to repair the Equipment, Customer shall be liable to Dealer for (i) the cost, including parts and labor, either incurred by Dealer to have the Equipment repaired by a third party or customarily charged by Dealer to perform such repairs, and (ii) the applicable rental rate on the front of this Contract until such repair has been completed. Customer shall not be liable for the foregoing if the Equipment is malfunctioning (not damaged) and such malfunction is not related to Customer's use or operation of the Equipment. If, in Dealer's sole discretion, the Equipment is damaged to such an extent that the Equipment cannot be adequately repaired, Dealer may consider such damage to be a total loss, and Customer shall be liable to Dealer as though such damage constitutes a total loss. Such liability may be reduced by a reasonable estimate of the scrap value, if any, of the Equipment; provided, however, Customer's payment obligation under this provision may be reduced by Customer's election of the Loss/Damage Waiver if the cause of such damage is covered by the terms thereof.

I.(K) Loss/Damage Waiver. **NOTE: THIS IS NOT INSURANCE. IF CUSTOMER ACCEPTS THE LOSS/DAMAGE WAIVER, IN CONSIDERATION OF THE ADDITIONAL CHARGE PAID BY CUSTOMER, CUSTOMER'S LIABILITY FOR LOSS OR DAMAGE TO THE EQUIPMENT SHALL BE MODIFIED ONLY AND STRICTLY AS FOLLOWS:**

(1) Loss or Damage Resulting from Theft/Vandalism. In the event the loss or damage to the Equipment is caused by theft or vandalism (except by Customer), and Customer is in compliance with Section I.(I), Dealer shall limit its claim against Customer to two (2) times the four (4) week rental rate for such Equipment; provided, however, Customer reports such loss or damage to the Dealer and the police or other proper authority (earlier than twenty-four (24) hours after occurrence, and Customer furnishes to Dealer, within ten (10) days of such loss or damage, a copy of the written police report or the report of another proper authority regarding such loss or damage.

(2) Loss or Damage Not Resulting from Theft/Vandalism. In the event the loss or damage to the Equipment is not caused by theft or vandalism and is not a result of one or more of the causes set forth below, Dealer shall waive its claim against Customer for such loss or damage; provided, however, Customer reports such loss or damage to Dealer not later than twenty-four (24) hours after occurrence. Customer's liability to Dealer for loss or damage to the Equipment is NOT waived by Dealer under the following circumstances:

- (a) Loss or damage resulting from overloading or exceeding the rated capacity of the Equipment or other misuse or improper use of the Equipment;
- (b) Loss or damage resulting from the Equipment striking overhead objects.

- (c) Loss or damage associated with the Equipment's rollover or upset;
- (d) Loss or damage resulting from lack or neglect of proper servicing of Equipment, including without limitation the proper lubrication of the Equipment;
- (e) Loss or damage to the Equipment resulting from any exposure to radioactive, contaminated or other hazardous material;
- (f) Loss, damage, or failure of tires and tubes under any circumstances;
- (g) Loss or damage relating to use or operation of the Equipment for any illegal purpose, in any illegal manner, or in violation of any law or ordinance;
- (h) Loss or damage relating to use or operation of the Equipment (i) by any person other than an employee of Customer who has been properly trained to operate the Equipment, or (ii) in violation of the Manufacturer's operating or safety instructions;
- (i) Loss or damage associated with either the Equipment to be used in a manner to which it was not designed.



Avant Tecno

Medium-duty construction equipment

#020223-AVT

Maturity Date: 4/17/2027

Website: avanttecho.com/buying-programs

Products & Services

Products & Services

Sourcewell contract 020223-AVT gives access to the following types of goods and services:

- Articulated compact loaders
- Custom cabs
- Custom loaders
- Custom attachments
- Custom buckets
- Property maintenance
- Ground care attachments
- Digging & construction
- Farming & stables
- Tree care
- Snow removal attachments
- OEM parts & service

Locate your local dealer or representative

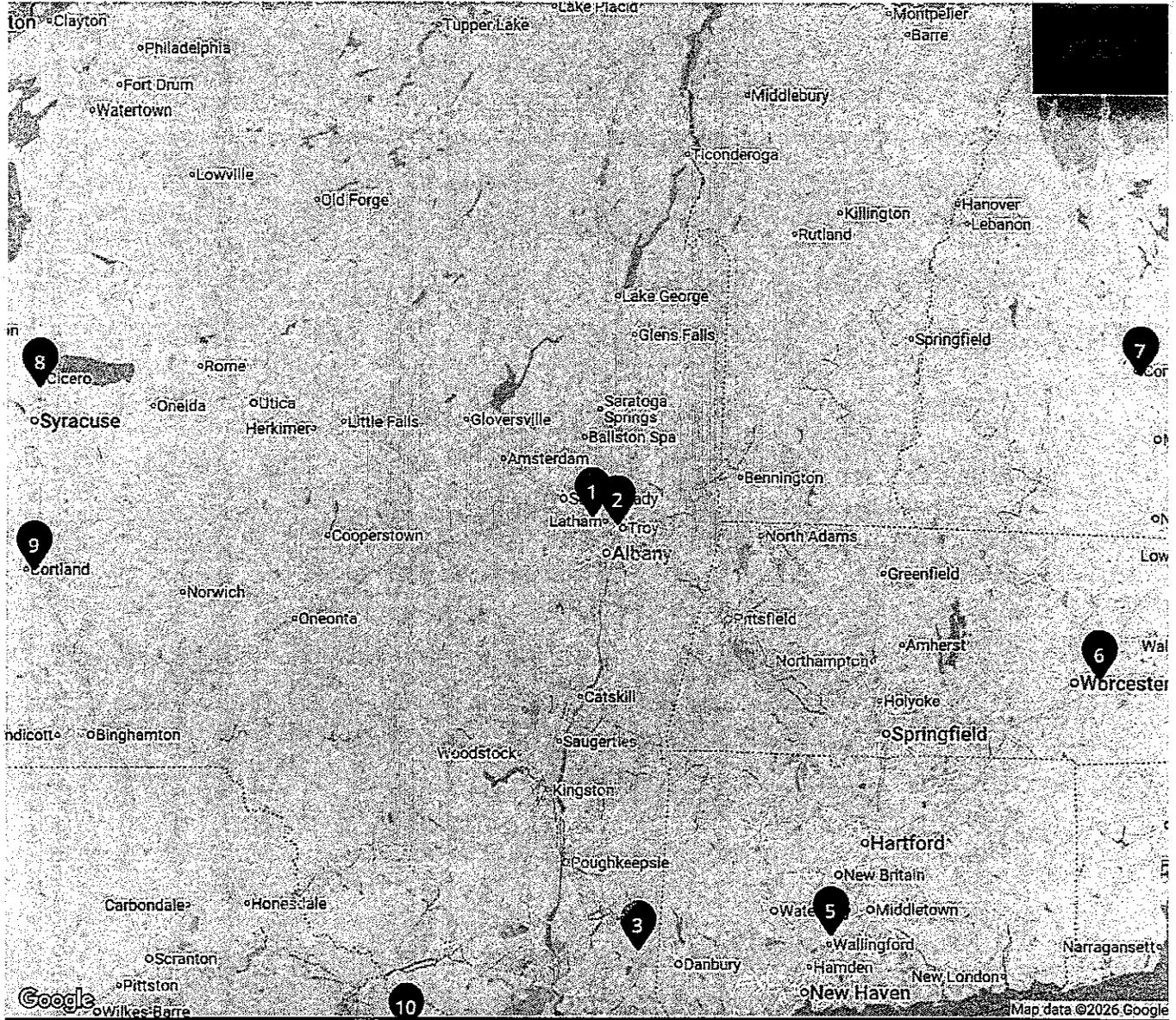
(nongovernment site)

Avant Tecno USA #020223-AVT

Pricing for contract #020223-AVT offers Sourcewell participating agencies the following discounts:

- 12% discount off standard MSRP for Sourcewell members. Orders more than \$350,000 will be offered an additional quantity discount to be determined on a case-by-case basis.

DRAFT



12065



ADMAR Construction Equipment & Supplies - Latham

6.1 mi

AVANT

LEGUAN

878 Old Albany Shaker Rd.
Latham, NY
12110

[GET DIRECTIONS](#)

VISIT DEALER



Ground Equipment

8 mi

AVANT

1805 Avenue B Watervliet, NY 12189 USA

[GET DIRECTIONS](#)

518-266-1298

VISIT DEALER

DRAFT



Pricing Proposal
 Quotation #: 27010207
 Reference #: Net New MPSA
 Created On: 1/2/2026
 Valid Until: 2/28/2026

NY-City of Halfmoon

Microsoft Inside Account Manager

Douglas Mikol
 2 Halfmoon Town Plaza
 Halfmoon, NY 12065
 United States
 Phone: 518-371-7410 x2284
 Fax:
 Email: admin@townofhalfmoon.org

MSNorthEastGov
 290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 732-624-5965
 Fax:
 Email: MSNorthEastGov@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SQL Server Std Core 2 SL Microsoft - Part#: AAA-03751 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Net New MPSA	2	\$2,674.98	\$5,349.96
Total			\$5,349.96

Additional Comments

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business, TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

SARATOGA COUNTY

INTERMUNICIPAL STORMWATER MANAGEMENT PROGRAM COOPERATIVE RESOLUTION

WHEREAS in 2024 the New York State Department of Environmental Conservation (DEC) issued a renewed State Pollution Discharge Elimination System (SPDES) General Permit for Stormwater Discharges for Small Municipal Separate Storm Sewer Systems (MS4; GP-0-24-001 or as amended or revised); consisting of six (6) Minimum Control Measures (MCM) which are:

1. Public Education and Outreach
2. Public Participation and Involvement
3. Illicit Discharge Detection and Elimination
4. Construction Site Runoff Control
5. Post-Construction Runoff Control
6. Good Housekeeping and Pollution Prevention; and

WHEREAS Part IV.A.1.a. of GP-0-24-001 stipulates that a permittee may "utilize other entities or the resources of those entities to assist with any portion of the SWMP development, implementation, or enforcement" as an Alternative Implementation Option; and,

WHEREAS the Saratoga County/Cornell Cooperative Extension (CCE) Intermunicipal Stormwater Management Program (I-SWM Program) was created in 2004 to assist, where possible affect direct works, and facilitate a framework of intermunicipal cooperation among the MS4 Permit holders of Saratoga County for the express purpose of meeting the requirements of the DEC SPDES MS4 Permit; and

WHEREAS a contractual agreement has been entered into by the County of Saratoga and Saratoga County Cornell Cooperative Extension (CCE) for the administration of this Program (*ref. Saratoga County Resolution 339-2024*); and

WHEREAS these MS4 Municipalities include:

Town of Ballston	Village of Ballston Spa	Town of Charlton	Town of Clifton Park
Town of Greenfield	Town of Halfmoon	Town of Malta	Town of Milton
Town of Moreau	Village of Round Lake	Saratoga County	City of Saratoga Springs
Village of South Glens Falls	Town of Waterford	Village of Waterford	Town of Wilton
City of Mechanicville	Town of Stillwater	Village of Stillwater	

WHEREAS it is understood by all involved MS4 Municipalities that the I-SWM Program deliverables include:

- County-wide Stormwater and Water Quality Public Education & Outreach
- Material support for Local Stewardship activities
- Material, technical, and training support for MS4 Illicit Discharge Detection and Elimination (IDDE; MCM 3) Programs
- Material, technical, and training support for MS4 Construction Site Runoff (MCM 4) Programs
- Material, technical, and training support for MS4 Post-Construction Runoff (MCM 5) Programs
- Material, technical, and training support for MS4 Good Housekeeping/Pollution Prevention (MCM 6) Programs
- The development, management, maintenance of and access to the ISWM Program MS4 GIS (Geographic Information System) for all Saratoga County MS4s and related agencies
- All required record keeping and administrative support as required by DEC for Annual Reporting and/or auditing purposes for actions and outputs of the I-SWM Program; and

WHEREAS it is understood by both parties that this cooperative agreement shall remain in effect for the duration of GP-0-24-001, which expires on January 2nd, 2029. But, may be terminated at any time by either party for cause by providing written notification 30 days prior to separation; and

WHEREAS it is understood that the I-SWM Program Coordinator will be responsible for the production, record keeping, and reporting on behalf of the involved MS4s for such outputs of the I-SWM Program *AND* report the results annually to the NYS DEC; and

WHEREAS it is further understood by all the involved parties that the MS4 Municipalities shall provide "in-kind" service to the I-SWM Program through designated representative/s to the I-SWM Program for the purposes of direct participation in, direction to, and the development and implementation of the substantive outputs of the I-SWM Program for any or all of the works cited above; and

WHEREAS the DEC has ruled that "if the MS4 Operator is relying upon another entity for compliance with any portion of [the MS4] SPDES general permit, there must be an agreement in place that:

- i. Is legally binding;
- ii. Is documented in writing;
- iii. Is signed and dated by all parties including a certification statement that explains that the MS4 Operator is responsible for compliance with [GP-0-24-001];
- iv. Identifies the activities that the entity will be responsible for including the particular MCM, the location and type of work
- v. Includes the name, address, and telephone number of the contact person representing the entity;
- vi. Is kept up-to-date and part of the [stormwater management program] SWMP Plan; and
- vii. Is retained by each party for the duration of the permit term (e.g. 01/02/2029)

WHEREAS the DEC has concluded that the signing of such a statement would affect a formal agreement and enable the signatory to provide some or all of the required annual reporting to the DEC and other specific outputs herein described on behalf of one or all of MS4 Permittees; and

WHEREAS the DEC has further concluded that cooperative efforts, like the I-SWM Program, must have a formal agreement signed and adopted by all parties and participants in order to qualify for any current or future State funding through the Water Quality Improvement Projects Grant program.

THEREFORE be it **RESOLVED** that it is the intent of the Town of Halfmoon to hereby formalize this cooperative between the Saratoga County/Cornell Cooperative Extension Intermunicipal Stormwater Management Program and Town of Halfmoon for the purposes herein described; and

Be it further **RESOLVED** that the Supervisor/Mayor/Duly Authorized Representative of Town of Halfmoon is hereby authorized and directed to execute this cooperative agreement by signing the certification statement herein:

Alternative Implementation Certification Statement:

Saratoga County/Cornell Cooperative Extension Intermunicipal Stormwater Management Program Organization

"The signatories hereof certify under penalty of law that they understand and agree to comply with the terms and conditions of the Town of Halfmoon stormwater management program and agree to implement any corrective actions identified by the NYSDEC, the Town of Halfmoon or a representative.

Further, both parties understand that the Town of Halfmoon is responsible for compliance with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems ("MS4") GP-0-24-001, and, that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards."

Signed,

Executive Director, Cornell University Cooperative Extension of Saratoga County
Title/Duly Authorized Representative

William Schwerd Digitally signed by William Schwerd
Date: 2026.01.07 11:46:37 -0500
Signature

1/7/2026
Date (dd/mm/year)

William Schwerd
Print name of Signatory

Located at:
50 West High Street
Ballston Spa, NY 12020;
tel. 518-885-8995

Title/Duly Authorized Representative

Signature

Date (dd/mm/year)

Print name of Co-Signatory

Town of Halfmoon
Name of Co-Signatory MS4 Municipality

January 16, 2026

Paul Maiello
Supervisor of Building and Grounds
Town of Halfmoon



**RE: Erie Canal Towpath Trail Link
C01812GG, Town of Halfmoon, Saratoga County
Bid Analysis & Award Recommendation**

Mr. Maiello,

MJ Engineering, Architecture, Landscape Architecture, & Land Surveying, P.C. (MJ) has reviewed the bids received on January 12, 2026, for the above-referenced contract. The lump sum bids are summarized below.

<u>BIDDER</u>	<u>BID (\$)</u>
William J. Keller & Sons Construction Corp.	\$328,913.00
Maple Ridge Organics, LLC	\$357,000.00
DelSignore Blacktop Paving, Inc.	\$378,000.00
Upstate Companies I, LLC	\$411,000.00
James H. Maloy, Inc.	\$545,635.00
Decker Group Northeast, LLC	\$822,437.00

MJ is recommending that William J. Keller & Sons Construction Corp. be awarded the contract as the lowest responsible bidder. The contractor is deemed responsible due to the following:

1. They have adequate expertise and experience.
2. They have no known criminal conduct in connection with government contracts.
3. They do not have any open OSHA violations regarding the personal safety of employees, government personnel or members of the public.
4. There is no record of willful non-compliance with prevailing wage laws.
5. They have no known significant labor law violations.
6. They have no known violations of the Workers Compensation Laws.
7. There is no record of criminal conduct involving violations of Environmental Conservation Law or other environmental statutes.
8. There is no record of failure to demonstrate good faith efforts to comply with Federal or State statutes and regulations regarding efforts to solicit and utilize Minority, Women, or Disadvantaged Business Enterprises on government contracts.
9. There is no record of failure to comply with State and federal equal opportunity statutes and regulations.



10. They have not submitted a bid which is so much lower than the estimate that it appears performance at that price is unlikely or impossible.
11. There is not any other cause of so serious or compelling nature that it raises questions about the present responsibility of a contractor/vendor.

The recommended low bid is balanced and complete. Based on our review, we hereby recommend awarding the Erie Canal Towpath Trail Link project to William J. Keller & Sons Construction Corp. in the amount of \$328,913.00.

Sincerely,

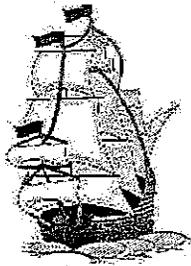
Megan E. Bacon

Megan E. Bacon, P.E.
Project Manager

DRAFT

Supervisor
Kevin Tollisen

Town Board
Paul Hotaling
John Wasielewski
Jeremy W. Connors
Eric Catricala



TOWN of HALFMOON

2 HALFMOON TOWN PLAZA
HALFMOON, NY 12065
COUNTY OF SARATOGA

(518) 371-7410 Ext. 2200 • Fax (518) 371-0936

DATE: January 21, 2026
TO: Town Board
Town of Halfmoon
FROM: Laurie Sullivan
Comptroller
SUBJECT: Creation of Appropriations

2025 CREATION

A resolution is necessary to amend revenue sources within the Special Revenue fund for the Saratoga County Trails grant. A 100% reimbursement was awarded from Saratoga County for the funds spent on the nature and wildlife interpretive signage for the Floud Memorial Preserve.

DEBIT:	Revenues	25-980	\$4772.50
	Subsidiary: Other Unclassified Revenues, Saratoga County Grant		
	25-4-2770.10	\$4772.50	
CREDIT:	Unappropriated Fund Balance	25-911	\$4772.50