

The June 03, 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

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 3:00 pm to 6:00 pm outside at the Abele Park across from 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.

CRESCENT ROAD TRAIL FEASIBILITY STUDY-PUBLIC WORKSHOP: Please join us for a Public Workshop. The Town of Halfmoon is investigating the feasibility of developing a multi-use trail connecting the Crescent Road Bike & Pedestrian Path with the Erie Canalway Trail along Old Canal Road. The intent of this meeting is to collaboratively identify potential feasible trail connections and share local knowledge of pedestrian and bicycle safety issues. Your feedback will help the Town prioritize what is important to the community. Crescent Road Trail Feasibility Study June 10, 2026 6pm-8pm at Halfmoon Town Hall, 2 Halfmoon Town Plaza Halfmoon, NY 12065.

SUNSET CINEMA: Halfmoon Celebrations Association, Inc. in conjunction with the Town of Halfmoon presents Sunset Cinema, Friday June 26, 2026 at the Halfmoon Town Park, 162 Route 236 in Halfmoon. Movie begins at dusk (approx. 8:30 pm), with free popcorn & water for all while supplies last. This is a free event, so bring your lawn chairs and blankets and enjoy an animated family movie where a crew of reformed mischief makers tries to adjust to life on the straight and narrow, until an all-female crime squad drags them out of retirement for "one last mission". Visit www.halfmooncelebrations.org for more information.

TOWN OF HALFMOON SUMMER CAMP 2026: June 29th-August 7th, 2026 9:00am-3:00pm. Resident registration opens Online only April 27, 2026. In office registration is available by appointment only beginning May 11, 2026. Non-Resident Registration June 8, 2026 based on availability. Please check the Town of Halfmoon website for more information at www.townofhalfmoon-ny.gov or call 518-371-7410 Ext. 2272.

AMERICA'S 250th BIRTHDAY CELEBRATION: Join the Town of Halfmoon as we celebrate America's 250th birthday Thursday, July 2, 2026 6 pm to 9:30 pm at the Town of Halfmoon Complex, 2 Halfmoon Town Plaza, Halfmoon, NY 12065. Free Entry, Bounce Houses, Games & Contests; Rock Climbing Wall; Live Music, Fireworks and Complimentary Food & Drinks.

GROOVIN' ON THE GREEN: Halfmoon Celebrations Association, Inc. in conjunction with the Town of Halfmoon, presents Groovin' on the Green featuring the TS Ensemble, a high energy, 8-piece band, Friday, July 10, 2026 from 6:00pm to 8:00pm at the Halfmoon Town Park, 162 Route 236, Halfmoon, NY 12065 Bring your lawn chairs, blankets; dinner, snacks; non-alcoholic drinks; your dancing shoes and enjoy this free event! There will be a 50/50 raffle to benefit Halfmoon Celebrations. Visit www.halfmooncelebrations.org for more information.

SUNSET CINEMA: Halfmoon Celebrations Association, Inc. in conjunction with the Town of Halfmoon, presents Sunset Cinema Friday, July 24 at the Halfmoon Town Park, 162 Route 236, Halfmoon, NY 12065 at the stage. This event is always free, and there will be free popcorn and water for all while supplies last. Bring your lawn chairs and blankets and enjoy the animated family movie about an orphaned talking bear, who travels from Peru to London. Visit www.halfmooncelebrations.org for more information.

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)

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, The American Legion this past weekend had a breakfast to honor our Veterans. It was well organized, and I was happy to be there. Thank you.

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. Just a reminder that our Highway and Parks also Water crews are out flushing hydrants, paving roads, and doing maintenance. Please give them a brake when you see them and slow down. They are out there for the benefit of the residents and the whole community. Thank you.

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: Thank you Mr. Supervisor I would like to thank the members of the Town Fire Departments who are here tonight, always appreciate the service you give our community. Volunteerism; it is incredible that in 2026 people spend the amount of time that they do to serve their fellow citizens. 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, the Halfmoon Baseball League will be starting July 15th, so be on the lookout for that. Travel Team tryouts are coming up, so go to halfmoonbaseball.org to sign up your next Derek Jeter.

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): I have nothing, thank you.

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

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

Chief Robert Cournoyer, Hillcrest Volunteer Fire Department: Good evening Town Board members. I am a volunteer fire fighter and Chief of the Hillcrest Fire Department. I am here tonight in support of the proposed fire training center. Training is one of the most important things we do. The skills we develop through hands on training directly impacts our ability to protect the residents in our community, and safely perform our duties when lives are on the line. Currently our closest, live fire training center is in Ballston Spa, and for our members that facility is approximately a 35-minute drive away. By the time our firefighter travel there and back, nearly an hours' time is lost due to travel, and on a weeknight training session, we have about an hour left to train. As a result, many departments including ours have little choice but to conduct live fire training on weekends which take about five to six hours of time. Today's volunteers are balancing careers, family, children's activities, and many other commitments. Asking members to dedicate an entire weekend day to training can be difficult and places additional stress on our volunteers. This directly impacts recruitment and retention, which is already one of the biggest challenges facing volunteer fire departments in NYS today. A modern fire training facility within minutes of the Town of Halfmoon's fire departments would dramatically reduce travel time and make training far more accessible. Shorter and more training opportunities will help us attract and retain volunteers while ensuring our members maintain the skills to serve the public safely and efficiently. I understand there may be concerns about smoke generated during a training exercise; it is important to note that the training evolutions represent a small portion of the training conducted at these facilities. It is a fire training center, not a fire burn center. The actual fire component lasts about 10-15 minutes while the remainder of the time focuses on the necessary skills needed to train on. I also want to note that the Saratoga County Fire Training Center successfully operates with the Saratoga County Animal Shelter located approximately 150 feet away.

Typically, while we are up there people walking their dogs watching while the training is going on. At the end of the day, this is about public safety, it's about ensuring our firefighters' response to your homes, your businesses in emergencies and have the training to perform their jobs safely and effectively. I respectfully ask for your support of this important investment in the safety of our firefighters and the residents they serve. Thank you for your consideration.

Jay Klein, Chaplin of Clifton Park- Halfmoon Fire Department: We have a volunteer, her name is Trish, and she was putting her gear in the washing machine. I asked her what she was doing and she told me that they had a call last night and she got there about midnight and we had a double fatal and that she got home at 7:30 in the morning. That is so typical of a firefighter, this is what they are involved with; the things we don't want to be involved with, and here is Trish, thinking she would be going home, her husband would be cooking her dinner and she would sleep the rest of the night. 24,000 hours is what it takes to train for the Olympics, no one can do that, but you can if you spend all this time training. What a firefighter does is go in, they are so dedicated to service. This training center is a small investment in our community to keep us safe. I would ask for you to consider and to pray about this; this is a big deal. Thank you very much.

Rob Stout, Attorney at Whiteman Osterman & Hanna: Good evening Mr. Supervisor and Town Board Members. This is with respect to the proposed moratorium, which is on your agenda this evening. I represent 1910 Route 9 Clifton Park LLC in connection with its application to the Clifton Park Planning Board for site plan approval for construction of a ready-mix concrete batch plant at that site. We respectfully request that you include our comments submitted when evaluating the proposed moratorium. We were unfortunately not aware of the hearing that took place at the last meeting; we still have not seen the moratorium yet, we did file a FOIL request, so we respectfully request that until such time we get a chance to receive that and evaluate it you table this matter so that our comments can be supplemented if necessary. Our client has invested significant time and effort to the matter and to the project in Clifton Park. We encourage you to follow the advice of the Saratoga County Planning Board. I will be here to answer any questions, otherwise we refer you to the comments we have submitted. Thank you.

Christine Matthews, 5 Cinnamon Lane, Halfmoon: Good evening. First, I would like to say that I am in full support of the fire training facility, with many generations of my family being firefighters; I grew up with a father who went out just as described and came home with smoke-filled clothes; I remember that odor today. One thing engrained in me was the time they devoted to those training exercises on a weekly, monthly, and annual basis. Anything you can do to support these folks, I would submit that it is the right thing to do, and honestly, I feel like sometimes we are not doing enough for them. Now I will move on to speak on behalf of the Residents for Responsible Development, which we have spoken to you before. I first would like to thank you; I see the item on the agenda and for you continuing to discuss this with the community. We understand from the County Planning Board recommended disapproval of the moratorium. We have not yet seen the contents of the letter to understand fully why the County made that decision, and we understand the situation in Clifton Park because we have a copy of that letter, but we don't have that information yet, so we are hoping to hear from you more on that. That said, we continue to believe a temporary moratorium is a reasonable planning tool; we are not about stopping development, but we do think it is important to take a short pause to insure Halfmoon's zoning and performance standards in its codes are

actually prepared for the kinds of industrial uses like concrete batch plants. We have learned that from the experience in Clifton Park and how important it is that it matters. Questions have emerged over there about local zoning issues, what standards should apply; issues of truck traffic; dust; noise; stormwater compatibility issues with nearby uses. Halfmoon has an opportunity to ask an important question: Does Our Code Clearly Address Concrete Batch Plants before we face the same uncertainty that Clifton Park faces today. We are also concerned about the County Planning Board's treatment of intercommunity impacts. In January of 2026 that board reviewed the proposed concrete plant project and concluded that there was no significant impact county wide or intercommunity impact. Yet, in May, when they delivered their disapproval letter to the Town of Clifton Park, they are now citing that the application crosses municipal boundaries, so this is a multi-jurisdictional issue overall. To residents, that raises a really fair question because this project has crossed municipal boundaries since the onset when the application came in in April of 2025. Yet there appears to be little documented discussion of the impacts in the Clifton Park record and even in Halfmoon record that we have FOILED regarding the impacts overall. We would like to note that Halfmoon previously stated that they did not have a complete application, which is good because it argues in favor of a moratorium ahead of that, while Clifton Park application is more advanced than what we have here in Halfmoon. We do have time as a community to take a pause and do the right thing, we are not opposed to it but we want to make sure that the I's are dotted, and the T's are crossed and the code supports what these concrete batch plants require. We had asked previously that the concrete batch plants be included in the moratorium language, and we would appreciate an update on that tonight as well. So, thank you for your time.

Carl Clemente, Owner of Bonded Concrete: Bonded concrete is the applicant in Clifton Park, and this is the last place I want to be tonight to argue my issues on concrete batch plants. I'm 62 years old and have been working around batch concrete plants since I was 10. There is a lot of misinformation about how bad concrete batch plants are. I've never seen a Town pass for a moratorium for something that has never been applied for. How many concrete plants have been applied for in the last 40 years in Halfmoon? None that I know of. How about you ban what is sprayed on lawns; that stuff is awful, let's ban lawn treatments, let's ban all the pot stores and liquor stores around here. Let's ban bars, fast food restaurants; all that stuff is going to kill you. Clifton Park sent the application to DEC to see if they would take an opposition to it – concrete batch plants don't even need a permit from DEC and in NYS you need a permit to do everything. Concrete batch plants in NYS, because the emission point is so small, they feel you don't need an air permit. I bet the new Coca-Cola Plant needs one. It is more fear of the unknown. We run concrete plants all over NYS, we have 100 Teamsters that work for us, we have been in business since 1920, it is myself and my seven brothers that now run the company. I just had a guy retire after 48 years, and he is in wonderful shape, and he drove a concrete mixer every day. I thank you for your time.

Jason Moyer, 54 Spice Mill Boulevard, Halfmoon: With all due respect to Mr. Clemente, never having a concrete batch plant proposed in the Town is exactly why we need a moratorium. We don't have experience with it; we need to take a pause and take a look at what is involved. So, the point is well taken but we need to take a pause. If we can't have a moratorium until an application is filed, and if we have a moratorium after an application is filed, it is called targeting the applicant and I think there is a catch 22 there. Clearly, we do not have experience with concrete

batch plants, and the main point I would like to make is that's exactly why we need to pause. Thank you.

Darleen McGraw, City of Mechanicville Resident: As far as the fire training center I really don't think it is an option of yes or no, it is a requirement that needs to happen. The firefighters go way out of their way to do so many things and I support that they have that. I can't attend the Crescent Road Trail project that you are having next week, but in order to go on with the firefighters I think that when you do the trail please use the poles such as those on the Zim-Smith Trail because the Hillcrest Fire Department was able to help me when I had a medical emergency along with the Halfmoon EMS. They were able to take the poles down and help me so they could get an ambulance when I had a medical emergency. Those poles are there so that ATVs etc. can't get on there. These concrete batch plants it is not necessarily just about them, but any large vehicle place like that. If you go out to the Town of Milton on Rowland Street on Rt. 29, I have biked there, I have rode in a vehicle there; that area there is very chaotic. The air going by there, I have very bad asthma, and they are getting these roundabouts. Why don't you call NYSDOT and ask them what their plans are for how many more roundabouts they are scheduled to have? I spoke with them, and they are changing many of the traffic lights to roundabouts, and these trucks will have a hard time getting around them. I think we should applaud the firefighters; they are volunteers who do not get paid for what they do. Thank you.

Ken Marshall, Chief, Clifton Park-Halfmoon Fire Department: I would like to extend gratitude to the Board for considering this training center which will be a huge asset for us as a fire community as a whole in the amount of time it takes us to train together. Individual departments train a lot, but training together to work as one cohesive unit is going to be huge for us. Thank you.

Online-John DelGuidice, 29 Mann Boulevard, Halfmoon: regarding the concrete batch plant, in the Town of Hague NY, south of Saratoga, that was considering a batch concrete plant in a light industrial zone and they declined it based on three studies, which showed that particulate matter did cause among other things asthma for people who were most susceptible. They also based it on the truck traffic. I will submit those studies and the minutes of that meeting that did the rejection, as part of your consideration. Thank you.

Chris Putnam, 19 Shelbourn Drive, Halfmoon: I am the Chief of the Halfmoon-Waterford Fire District, I am here to speak in favor of the proposed fire training tower. We have had a lot of discussion on how important the training is for the firefighters. Another benefit of having this facility here is that if we are training elsewhere, we are taking our resources from here because we are a few towns away, which is no big deal if there is not a call, but if there is something significant that happens here we are reduced the amount of resources we have to respond to those emergency's. Having this here keeps us close to town and increases the ability for us to respond here in the community. Thank you.

Dennis Ayotte, Chief of West Crescent: I'd like to thank the Board for their consideration of this. Two years ago, we mentioned this to you, I believe that Mr. Wasielewski at one of our fire banquets asked what the needs were and this would make a big impact for us to train locally instead of travelling to Saratoga County; we have to leave early, we get back late sometime midnight, and we have to get to work the next day. From there, he brought it to you guys, and you talked about it

and here we are today. I want to thank you for making this step to get us here today and I hope we move forward with this. Thank you, thank you John.

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 Justice Suchocki

Total # Cases 133 Total Fees Submitted to the Supervisor - \$16,556.00

DEPARTMENT MANAGER MONTHLY REPORTS (Can be viewed at the Town Clerk's Office) Asessor's Office, Town Clerk, Water Department

CORRESPONDENCE

- 1. Received** from the Town of Halfmoon Planning Board, their resolutions passed at the May 11, 2026 Planning Board Meeting.
Received & Filed

- 2. Received** from the Town of Clifton Park, their Notice of Public Hearing scheduled for June 16, 2026 at 7:07 pm to consider a local law to establish a moratorium on Batch Concrete Mixing Plant Facilities applications in Clifton Park.
Received & Filed

- 3. Received** from Virginia Daigle, Halfmoon resident, a card of thanks for the paving that has been done on the trails in the Halfmoon Town Park. Virginia states that the paving has made it easier for our seniors to walk the trail.
Received & Filed

- 4. Received** from Barbara Jean Olesen, a note of thanks to our Water Department and Receiver of Taxes for assistance with a matter at 30 Route 146 in the town of Halfmoon.
Received & Filed

- 5. Received** from Sean McCarthy, his letter of resignation as Water Maintenance Supervisor, effective at midnight June 5, 2026.
Received & Filed

- 6. Received** from Saratoga County Planning Board, their letter of decision to disapprove the Town of Halfmoon's submittal for the County Planning Board's review of a proposed 6-month moratorium on concrete, cement, asphalt and pesticide manufacturing in the Town of Halfmoon.
Received & Filed

- 7. Received** from the Town of Malta, their notification of two applications from Verizon Wireless for approval to add a small cell antenna and equipment to replace/add National Grid utility poles located near 2879 State Route 9 and near 4-8 Kelch Drive in the Town of Malta, County of Saratoga, State of New York.
Received & Filed

OLD BUSINESS

ESTABLISHING A MORATORIUM ON CONCRETE, CEMENT, and ASPHALT PLANTS, TOGETHER WITH PESTICIDE MANUFACTURING.

RESOLUTION NO.213-2026

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

Resolution Introduced by Building, Planning Development Coordinator Harris

Attorney Murphy: Mr. Supervisor, Town Board Members, this is a type 2 Action, there is no further review necessary as it relates to SEQRA, so the Board is free to go forward without that type of declaration.

Supervisor Tollisen: Is there a resolution required for that?

Attorney Murphy: No. Just a resolution approving the moratorium; the local law.

Supervisor Tollisen: Thank you.

RESOLVED, that the Town Board hereby adopts establishing a moratorium on Concrete, Cement, and Asphalt Plants, together with Pesticide Manufacturing, now known as Local Law 5-2026.

POLL OF THE BOARD

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

Attorney Murphy: And just for purposes of the record because of the determination of the County, we did need a super majority in order to move forward, which you just provided. There is a resolution, it has been available to the public for over a month the actual draft of the local law with the moratorium which prohibits all of the things that you just mentioned.

NEW BUSINESS

RESOLUTION NO.203-2026

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

Resolution Introduced by Town Clerk Catricala

RESOLVED, that the Town Board approves the Minutes of the Town Board Meeting of May 20, 2026 as presented.

RESOLUTION NO.204-2026

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 Development Coordinator Harris

RESOLVED, that the Town Board appoints Luis Agüero as a Permanent Code Enforcement Officer, non-competitive, at Grade 6 Base Pay \$30.85/hr. effective June 15, 2026.

Supervisor Tollisen: Welcome aboard Luis, congratulations.

RESOLUTION NO.205-2026

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 appoints Sean McCarthy as Assistant Water Superintendent. Grade 10, Step 10 at a pro rata salary of \$110,598. effective June 6, 2026.

Supervisor Tollisen: Congratulations to Sean. He has been with us; I believe at the end of this year his 35th year with the Town Halfmoon. He has been a great employee, and this promotion is well deserved. Congratulations Sean!

RESOLUTION NO.206-2026

Offered by Councilman Connors, 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, the Town Board appoints John Ransford as a Water MEO Grade 5, Base \$28.81/hr. effective June 15, 2026.

Supervisor Tollisen: Congratulation John, welcome aboard!

RESOLUTION NO.207-2026

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

Resolution Introduced Superintendent of Water & Building Maintenance

Supervisor Tironi

RESOLVED, that the Town Board approves the Town of Halfmoon to solicit bids and will be accepting sealed bids to replace the existing water mains on Crescent Vischer Ferry Road and Jones Road until 9:30 am on July 8, 2026, in accordance with the bid package available at the Town Clerk's Office in the Town of Halfmoon and on BidNet operated through SourceSuite, subject to the review and approval of the Town Attorney.

RESOLUTION NO.208-2026

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

Resolution Introduced Comptroller Sullivan

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

RESOLUTION NO.209-2026

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 Highways Bryans

RESOLVED, that the Town Board appoints Benjamin Weeks as a part-time, seasonal, Highway Laborer, at Grade 2 Base pay \$23.64 per hour effective June 4, 2026, subject to pre-employment drug testing.

Supervisor Tollisen: Congratulations Ben, welcome aboard.

RESOLUTION NO.210-2026

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

Resolution Introduced by Coordinator of Building, Planning & Development Harris

RESOLVED, that the Town Board authorizes the renewal of the Mobile Home Park Licenses for the 2026-2027 licensing year, per the inspection and approval of the Senior Code Enforcement Officer, Hebert as follows: Arrowhead MHP, Crescent City; MHP; Crescent Gardens MHP; D&R Village; Gregoire MHP; Halfmoon Heights MHP; Hanson's Halfmoon MHC; Martindale Court; Midway Village; Springbrook Community; Smith Road; Vosburgh MHP; West Crescent MHP.

RESOLUTION NO.211-2026

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

Resolution Introduced by Town Board Member Wasielewski

RESOLVED, that the Town Board authorizes the purchase of a Fire Training Center in the not to exceed amount of \$999,500.00 from Forge Fire Company who is the sole source provider for the Fire Training Center with the unique qualities detailed in the proposal 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.

Councilman Hotaling: One question. Is it the last site we talked about?

Councilman Wasielewski: Yes.

Councilman Hotaling: Ok, I appreciate everyone's hard work to not have it in the Town Park.

Councilman Wasielewski: It is not in the Town Park, that was never a consideration. On the motion Mr. Supervisor, I would like to thank the Board and all of the volunteers in the Town to make this happen. This will really move us into the twenty-first century; it is so well deserved and will keep us the best trained departments in Saratoga County so thank you all.

Supervisor Tollisen: I think this resolution is just the beginning to all the hard work ahead.

Attorney Murphy: You all are going to hate the agreements I am going to make you sign to use it.

POLL OF THE BOARD

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

RESOLUTION NO.212-2026

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

Resolution Introduced by Town Board Member Wasielewski

RESOLVED, that the Town Board authorizes the Supervisor to hire Barton & Loguidice to provide professional services for the installation of a pre-engineered fire operations building in the not to exceed amount of \$148,000.00 pursuant to the agreement with Barton & Loguidice to provide professional services as detailed in the proposal last revise on May 19, 2026, and to authorize the Supervisor to sign the agreement and any documentation necessary to complete the work, subject to the review and approval of the Town Attorney.

Supervisor Tollisen: This is the engineering part of the training center that is necessary from the Town's view.

POLL OF THE BOARD

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

PUBLIC COMMENT (For discussion of non-agenda items) No one came forward, no one was online.

Darleen McGraw: Thank you all for the fire training center. I have been in contact with the Canal Corporation of New York, and they have been in contact with the Town because parts of the Erie and Champlain Trail has been closed, and I feel that having poles similar to what is at the Zim Smith Trail, that only the fire department and Parks/Rec. people can unlock so that ATV's etc. cannot come through. I was told the Town has it locked and that does not make it accessible, and the taxpayers should be told. This is why we choose to ride our bikes on these dangerous roads and as far as that goes, there is going to be the Coca Cola Plant and a large number of trucks going through on Route 9, please try to work with NYS DOT getting shared road signs. Please consider putting different gate there for us to access the trails; I have a bike that is about the size of a wheelchair- 32 inches. Thank you so much for your time.

Supervisor Tollisen: Darleen, just so we are clear, I did receive an email from the Canal Corporation and I believe our Director of Parks and Properties is working

with Canal Corporation with respect to this matter. The Ballards that are put up are ADA compliant, but I believe Mr. Maiello's email to Canals was to let us know the dimensions of your trike and we will see where we can accommodate. The goal is obviously to keep the trails in good condition for people to walk on them and traverse on them without the potential ATV's or other motorized vehicles on them to potentially destroy them, we had that happen to the tune of thousands and thousands of dollars' worth of damage and several months of remediation. This is an important issue for all of us and our Parks Director is working with Canal on this.

Erica Hancocks, 4 Halfmoon Boulevard Halfmoon: Hi there. I would just like to confirm that the vote that happened was the moratorium being put into place; I just really want to thank you, this is exactly how Town Government should work. There are concerned citizens, there are concerned residents who would be in close proximity to things like this, so us being able to raise our concerns and have you all take the time to really consider what we are saying, really mean a lot, so thank you very much.

Supervisor Tollisen: Thank you. Is there anyone else? One more item, the next Town Board Meeting will be held on June 24, 2026 at 7:00 pm; one week later than our normal schedule. Notices will be sent out on this, but for those of you here tonight who attend the meetings regularly, we will be meeting on the 24th.

ADJOURN

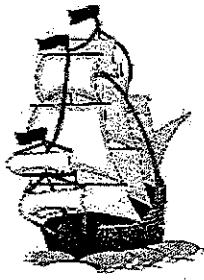
There being no further business to discuss or resolve on a motion by Councilman Connors seconded by Councilman Hotaling, the meeting was adjourned at 7:45 pm.

Respectfully Submitted,

Kelly L. Catricala Town Clerk

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: June 3, 2026
TO: Town Board
Town of Halfmoon
FROM: Laurie Sullivan
Comptroller
SUBJECT: Creation of Appropriations

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

Information Only: The above was derived from the following breakdown of charges to be paid on June 4, 2026, Abstract for engineering and related fees.

DEBIT:	Revenues	25-980	\$31,982.00
	Subsidiary: Home & Community Services		
		25-4-2189.00	\$31,982.00
CREDIT:	Appropriations	25-960	\$31,982.00
	Subsidiary: Engineering Contractors Inspections		
		25-5-1440.40	\$31,982.00

<u>NAME</u>	<u>AMOUNT</u>
Hanks Hollow	\$ 3,976.00
One Four Six Marketplace	\$ 28,006.00
Total	<u>\$ 31,982.00</u>

A resolution is necessary to create the project budgetary accounts within the Capital Projects Fund for the Fire Training Center. The project will be funded by General Fund Capital Reserves.

DEBIT:	Revenues	35-980	\$1,500,000
	Subsidiary: Interfund Transfers		
	35-4-5031		\$1,500,000

CREDIT:	Appropriations	35-960	\$1,500,000
	Subsidiary: Fire Protection, Equipment & Outlay-Fire Training Center		
	35-5-3497.20		\$1,500,000

Create budgetary accounts from Town of Halfmoon General Fund:

DEBIT:	Appropriated Reserves	10-511	\$1,500,000
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CREDIT:	Appropriations	10-960	\$1,500,000
	Subsidiary: Transfer to Capital Projects		
	10-5-9950.90		\$1,500,000



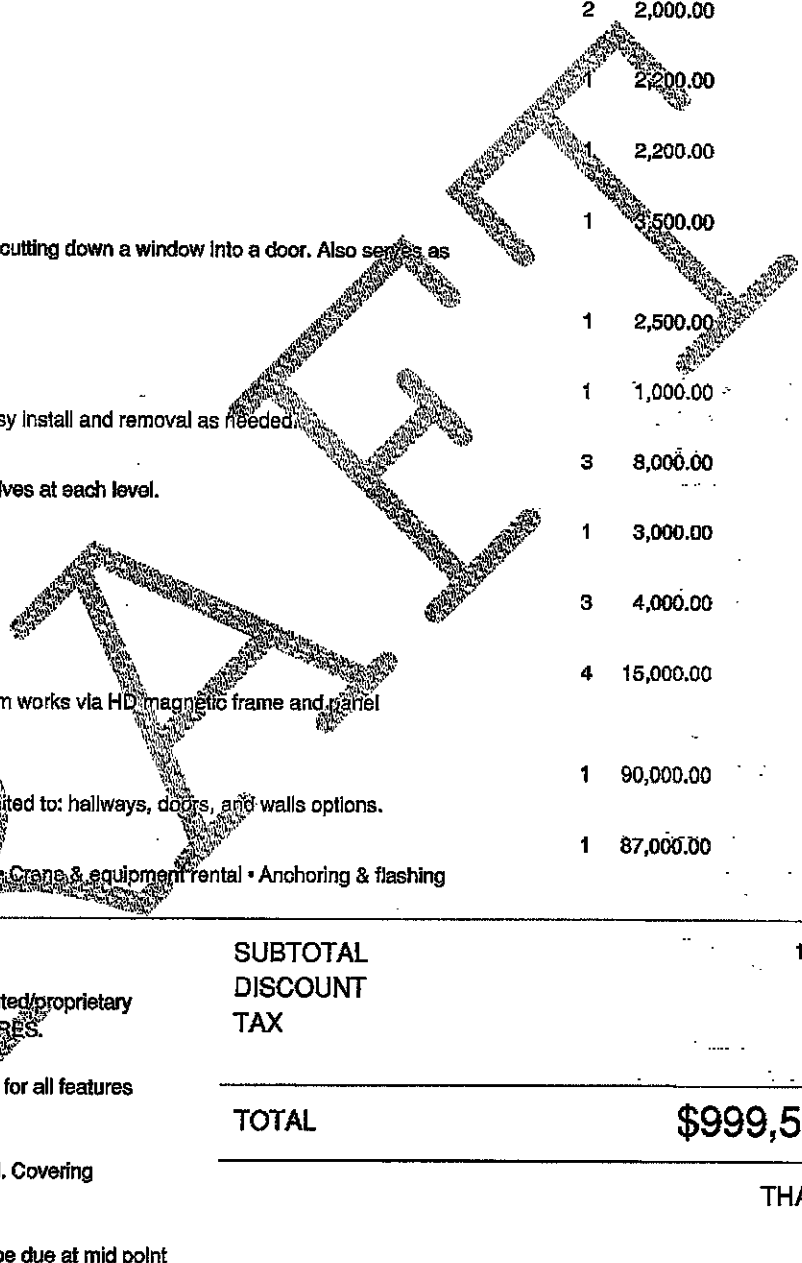
ADDRESS Code Enforcement Joseph Manfred Town of Halfmoon 2 Halfmoon Town Plaza Halfmoon, 12065	SHIP TO Code Enforcement Joseph Manfred Town of Halfmoon 2 Halfmoon Town Plaza Halfmoon,, New York 12065	DATE 02/23/2026	TOTAL \$999,500.00
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SALES REP Eric Ahlden	SALES REP PHONE (843)870-5024	SALES REP EMAIL eahlden@forgefireandco.com
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ACTIVITY	QTY	RATE	AMOUNT
40' Container Hi cube. Includes purchase & transport to FFC Shop.	7	5,500.00	38,500.00
20' Container Hi cube. Includes purchase & transport to FFC Shop.	8	4,200.00	33,600.00
Container Paint Prep containers and 2 coats of oil based industrial metal paint. Color options: - Matte/Flat Black - Battleship Gray - Dark Olive Green (Military OD Green)	11	2,500.00	27,500.00
Engineering Plans/Design Includes: • Custom 3D CAD design • Structural engineering • Foundation Engineering • NFPA 1402 specification	1	45,000.00	45,000.00
Pre-Fabrication Pre-Fabrication	1	235,000.00	235,000.00
Burn Room- 8'x8' 8'x8' heavy steel gauge lined. Patented bolt-in system for long term maintenance benefits. 2400 degree insulation. Includes air control vents, steel floor, steel burn shell, 2400 degree insulation. Location: TBD by client layout	2	23,000.00	46,000.00
Burn Room- 8'x10' 8'x10' heavy steel gauge lined. Patented bolt-in system for long term maintenance benefits. 2400 degree insulation. Includes air control vents, steel floor, steel burn shell, 2400 degree insulation. Location: TBD by client layout request	1	25,000.00	25,000.00
Overhead Halfway Prop- 4'x10' 10' Overhead Halfway Burn Prop for Flow & Move Tactics • Actual real 2x4/drywall ceiling that can burn • Quick jig setup • Fire extension/TIC Op	1	10,500.00	10,500.00
Thermal Monitoring Monitor up to two separate fires at once. Bluetooth operation. Removable and easy maintenance.	3	3,000.00	9,000.00
Bravo Door Built in force door based on our industry leading Alpha prop platform. Inward and outward opening. Basic package provides the following tactical options: - Prop door mounts on both sides of the frame covering all inward/outward swings applications - Flexible and crush section training door - Multi-level locking - Built-in rebar/hinge cutting tree - Drop bar capable with additional drop bar package* - Panic bar cut thru system capable with additional package*	4	9,600.00	38,400.00

ACTIVITY	QTY	RATE	AMOUNT
Outward/Inward Opening Drop Bar Breaching System & Panic Bar Cut-Thru Provides both outward & inward opening drop bar systems that must be breached via mechanical pry or saw breaching for entry. Outward mounts through realistic sacrificial steel clad sections of the door. Inward mounts to real wood studs that simulate mounting into king/jack studs of residence. Includes center cut through door insert w/ quick attach magnetic panic bar cut through breaching system. Magnetic panic bar and sacrificial cut panels easily connect or remove without hardware mounting.	1	600.00	600.00
Doors- Commercial Double- Glass Store Front Double Glass Storefront Door Prop: - Thru-the-lock tactics - Panic bar tactics - Removable Door for TTL tactics - Force Adam's Rite locks - Cut Adam's Rite locks - Impact resistant plastic for glass areas	1	6,000.00	6,000.00
Doors- Commercial Single- Glass Store Front Glass Storefront Door Prop: - Thru-the-lock tactics - Panic bar tactics - Removable Door for TTL tactics - Force Adam's Rite locks - Cut Adam's Rite locks	1	3,000.00	3,000.00
Doors- Fire-Rated Exterior Door Inward or outward opening. Lockable.	7	3,000.00	21,000.00
Windows Heavy gauge steel windows with closures. Sliding style for VES clearing. Accepts drywall for clearing.	26	2,000.00	52,000.00
Stairs- Interior Return PE designed/stamped/fabricated to support firefighting tactical loads	2	15,000.00	30,000.00
Stair- Interior Straight Run PE designed/stamped/fabricated to support firefighting tactical loads.	2	10,500.00	21,000.00
Stairs- Exterior Straight Run PE designed/stamped/fabricated to support firefighting tactical loads.	3	12,500.00	37,500.00
Apex M12 Roof Prop • 8' x 12' cut area. • Hangers accept 2x4, 2x6, 2x10 w/quick pins • Modular construction • Flat, 4:12, 6:12, 8:12, 10:12, 12:12, 14:12 & 16:12 pitching • Drywall punch capabilities	1	18,000.00	18,000.00
Mod Decking- 4'x8' 4'x8' overall size with railings. **Co-located next to Apex Roof Prop for student/instructor/consumable materials**	2	4,000.00	8,000.00
Fixed Flat Roof Prop- 8' Adjustable quick jig gable setup roof vent prop with quick replace ceiling overhaul prop. - 8'x8' in size - 1x 4'x8' ceiling prop	1	10,500.00	10,500.00
Mod Decking- 8'x8' 8'x 8' overall size with railings. **Co-located next to Flat Roof Prop for student/instructor/consumable materials**	1	8,000.00	8,000.00
Mod Decking- 4'x8' 4'x8' overall size with railings. **Co-located next to Flat Roof Prop for student/instructor/consumable materials**	1	4,000.00	4,000.00
Parapet Wall 4'x8' panel with window for laddering and ingress	1	3,000.00	3,000.00
Summit Roof System Summit Roof System 16'x20' overall size. Adjustable pitch utilizing ridge beam Provides quick jig system to allow for faster resets	1	12,000.00	12,000.00

ACTIVITY	QTY	RATE	AMOUNT
Mod Decking- 8'x8' 8'x 8' overall size with railings. **Located next to Summit Roof System	1	8,000.00	8,000.00
Rappel- Additional anchor Additional rappel anchor	4	500.00	2,000.00
Nance Drill/Floor Hatch- 36"x36" 36"x36" steel hatch	2	2,000.00	4,000.00
Window Cut Prop (Rebar Station) Quick jig set-up for rebar cut work	1	2,200.00	2,200.00
Window Sash Universally fits all windows. Center frame clearing prop.	1	2,200.00	2,200.00
Window to Door Cut Prop Quick jig construction allows fast reset. Train techniques on cutting down a window into a door. Also serves as window bailout and Denver drill prop.	1	3,500.00	3,500.00
Wall Breaching Prop Quick jig reset	1	2,500.00	2,500.00
Entanglement Prop Electrical entanglement prop utilizing quick jig system for easy install and removal as needed.	1	1,000.00	1,000.00
FDC Standpipe System Dry system FDC exterior feed connect. High rise connect valves at each level.	3	8,000.00	24,000.00
Sprinkler tie-in for FDC standpipe Two sprinkler tie-in to FDC Standpipe	1	3,000.00	3,000.00
OSHA Ladder OSHA Ladder	3	4,000.00	12,000.00
Magnetic Moveable Wall Maze Quick connect/setup half or full height walls. Universal system works via HD magnetic frame and panel system. System can reconfigure 8x20 -8x30 area.	4	15,000.00	60,000.00
Custom Floorplan Layout Custom floorplan designed with client. To include, but not limited to: hallways, doors, and walls options.	1	90,000.00	90,000.00
Shipping/Setup Includes: • Shipping of all prefabricated containers/materials • Crane & equipment rental • Anchoring & flashing materials • Travel & Turnkey setup labor	1	87,000.00	87,000.00



NFPA 1402 CERTIFIED VIA 3RD PARTY ENGINEER.

SUBTOTAL	1,044,500.00
DISCOUNT	-45,000.00
TAX	0.00

TURNKEY CONSTRUCTION: Includes our innovative, patented/proprietary modular interchangeable bolt-in construction on ALL FEATURES.

WARRANTY: One year warranty coverage on craftsmanship for all features including building structure.

TOTAL	\$999,500.00
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TRAINING: A one day (5 hr) Train-to-trainer class is included. Covering introduction/tactical system operations and maintenance.

THANK YOU.

TERMS: A 50% down payment is required for hire. 25% will be due at mid point with the remaining 25% due at completion of the project. **Performance Bonds are an additional cost at 3% of the entire project.

Renderings are for illustrative purposes only. The estimate and design may vary.

** Estimate is good for 60 days.**

DRAFT

June 13, 2025
Revised September 25, 2025
Revised May 19, 2026

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

Re: Pre-Engineered Fire Operations Building Structure and Site Improvements Project

Subj: Professional Services Proposal

File: 704.4932

Dear Supervisor Tollisen:

Barton & Loguidice, D.P.C. (B&L) is pleased to propose professional services to the Town of Halfmoon for the installation of a pre-engineered fire operations building and associated site improvements. Our services will include:

- **Design Development:** Design of reinforced concrete foundations to support the structure. Note the Town will advise on the size and type of structure desired.
- **Site Work:** Access roads, grading, wetlands review, environmental compliance, and supporting utilities around the facility. It is assumed a contractor will install the foundations and structure and electrical/gas utilities and the Town will construct the limited site work, parking, drainage etc.
- **Bidding & Construction Support:** Preparation of bid documents, bidding, construction administration and construction observation services (as needed)

This proposal reflects our previous site meeting, recent meeting with Town staff and your schedule for purchasing and installing the training facility. B&L has extensive experience with fire-training structures (live-burn towers, smoke mazes, classroom modules) and complies with NFPA 1403. We will collaborate closely with designated Town staff, as integral members of our design team, to deliver a fully integrated solution that meets operational requirements, end-user needs, and the Town's budgetary and economic goals.

The proposed project schedule is as follows:

- Kickoff Meeting – within two (2) weeks after contract approval (estimated mid to end of June)
- Conceptual Design – four (4) weeks after kickoff meeting and completion of field survey
- Bid Documents – six (6) weeks after Town approval of Concept Design
- Bidding – four (4) week period assumed after completion of contract documents
- Contracting – estimated at four (4) weeks after award of bids by the Town Board
- Construction – TBD based on above schedule, materials availability and contractor schedule



Below is our detailed Scope of Professional Services and Fee for Services based upon our current understanding of the project.

Conceptual Design Phase

1. Meet with designated Town staff to review the project goals and objectives, discuss the overall approach and schedule, and establish chains of communication for the project.
2. Conduct one (1) site visit concurrent with the kick-off meeting to review the proposed location for the fire training facility and to document existing conditions that will impact proposed structure installation and site modification design and construction.
3. The Town will provide their preferred pre-manufactured fire operations training tower for review and discussion with the Town at the kick-off meeting. We have not included any time to assist the Town in reviewing options and selecting a preferred structure.

Design Development Phase

1. Enter into a subconsulting contract with CME Associates, Inc. to advance one (1) soil boring using hollow stem augers and/or flush joint casing to an estimated depth of 30 feet or to practical refusal, whichever comes first. The geotechnical information obtained will be utilized to perform a geotechnical analysis for site classification and determination of allowable soil bearing capacity for the new fire training tower structure.
2. Enter into a subcontractor agreement with Azimuth Surveying & Cartography to perform a topographic and utility survey of the site modifications required for the proposed fire training facility. The work to be incorporated into the survey base mapping will include all adjacent buried utilities (electrical, gas, sanitary and storm sewers, telephone, water, etc.) and above grade surface features including building corners, monuments, signs, trees/shrubs, planters, telephone/utility poles and guy wires, and overhead wire routs. Mapping will include existing site drainage features, outline of buildings/structures within the survey limits, property and right-of-way lines and contours at 1-foot elevation intervals. The final survey will be stamped and signed by a New York State Registered Land Surveyor. A boundary survey, title search and deed research are not included as the proposed location is within Town lands and fee takings and easements are not required.
3. Coordinate with the preferred facility manufacturer to obtain necessary design loads and foundation requirements for the pre-engineered fire operations building model that will serve as the basis of design. B&L will confirm that the design loads provided are in conformance with the Building Code of New York State.
4. Environmental Compliance:
 - a. Task 1 – Field Wetland Delineation
B&L will provide one (1) wetland biologist to visit the Wetland Delineation Limits, which target an approximate 7.0-acre area surrounding the proposed location of the fire tower training structure. This larger search area is proposed due to the presence on previously mapped NYSDEC wetland about 700 feet to the northeast, and the presence of a



potential wetland 200 feet to the north based on the New York State Department of Environmental Conservation's (NYSDEC) informational wetland mapping layer. Because the NYSDEC regulates 100 feet from state-jurisdictional wetlands, it is important for the boundary of previously mapped wetland ME-14 to be determined in the field. B&L's field staff will walk and evaluate the site to determine wetland and surface water boundaries within the Wetland Delineation Limits. B&L assumes that the fieldwork can be completed in one (1) day by staff in our Albany Office.

The wetland delineation will be performed in accordance with the NYSDEC's 1995 *Freshwater Wetlands Delineation Manual* and the U.S. Army Corps of Engineers' (USACE) Routine Method outlined in the *USACE Wetlands Delineation Manual* (Environmental Laboratory, 1987) and *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral/Northeast Region, Version 2.0* (2011). These methodologies will be used to determine the location and boundaries of wetlands within the Wetland Delineation Limits. Information will be collected from co-located wetland and upland data plots to document current conditions and to provide support for the delineated wetland boundaries established in the field. Boundaries will be terminated at the edge of the Wetland Delineation Limits for wetlands that extend farther off site. Pink wetland delineation flagging will be hung in the field to denote the boundaries of delineated features, if identified. B&L will use a handheld GPS unit to collect approximate flag locations in the field. Flag positions will be collected in the State Plane NAD 83, New York East, U.S. Survey Feet coordinate system.

- b. Task 2 – Wetland Delineation Technical Memorandum
B&L will produce a Wetland Delineation Memorandum to document the locations and characteristics of the wetlands and waters observed within the Wetland Delineation Limits, or to document the absence of wetland resources within the survey limits. The Wetland Delineation Memorandum will be required to support a Parcel JD Request (Task 3), as well as future permit applications to the NYSDEC and/or USACE, if required. The Wetland Delineation Memorandum will include a summary of mapped resources, cover type information, descriptions of the identified wetland and water resources, site photographs, and wetland delineation datasheets. An electronic copy of the draft report will be provided to you for review; one (1) round of edits will be made. The final document will be provided electronically as a PDF.
- c. Task 3 – NYSDEC Parcel Jurisdictional Determination Request – Consultant Option
In accordance with the 2025 NYS Freshwater Wetland Regulations (6 NYCRR Part 664), submission of a Parcel JD request is required to confirm if a subject property contains state-regulated wetlands, and if so, their assigned classifications. If wetland resources are confirmed within the Wetland Delineation Limits or within 100 feet of the Limits, it would be advantageous to obtain confirmation of state wetland jurisdiction early in the project's design phase. This allows the design to hopefully be drawn to avoid any regulated areas and not incur the need for issuance of wetland permits from the NYSDEC. If the presence of wetland resources is confirmed, B&L will prepare a Parcel JD Request Memorandum, in accordance with the NYSDEC's Parcel JD – Consultant Option guidance, which will be sent to the NYSDEC Region 4 office.



B&L's Wetland Delineation Memorandum (to be completed under Task 2) will be submitted with this request, along with GIS shapefiles of any delineated wetland boundaries. NYSDEC will review the submission to confirm the proposed jurisdiction and classification of each delineated wetland. It should be noted that the Highway Department property is located within an area that meets one of the NYSDEC's Unusual Importance Criteria used to confirm state wetland jurisdiction.

As part of this Request, B&L will also coordinate with the NYSDEC to complete a wetland boundary verification visit. B&L will send one (1) wetland biologist to accompany the NYSDEC Region 4 staff in the field. It is assumed that the site visit will be completed during the 2025 field season and that the visit will be accomplished within one (1) day. If NYSDEC requests that the wetland boundaries be modified, B&L will make the required updates (assuming B&L agrees with the changes). The conclusions from the Parcel JD will outline jurisdiction, wetland classification, and boundary verification, all of which are required to support a permit application to the NYSDEC. If no wetlands are encountered within the Wetland Delineation Limits, then no time will be expended for Task 3. Time for the preparation of permits, or the coordination with agencies that no permits are required, is not included in this proposal. If requested, such can be provided by B&L under a supplemental authorization.

- d. Task 4– Threatened and Endangered Species
B&L will check the (NYSDEC) Environmental Resource Mapper and the U.S. Fish and Wildlife Service's (USFWS) Information, Planning and Consultation (IPaC) website to determine whether state and/or federal protected species are listed for the project area. It is assumed that no impacts to protected species will result and that no presence/absence surveys will be required in support of the project. Website reviews and IPaC review output will be provided to the Town for their project files and records. Information and conclusions regarding the project's potential to impact protected species and habitats will be used to complete the SEQRA, detailed below as Task 6.
- e. Task 5 – Cultural and Historic Resources
B&L will check the State Historic Preservation Office's (SHPO) Cultural Resource Information System (CRIS). A formal project consultation request will be submitted to confirm that no known records or sensitive areas are mapped for cultural, archaeological, and historic resources within or immediately adjacent to the project area. It is assumed that no concerning resources will be found, and that no additional coordination or documentation of potential impacts will be necessary. The results of this review will be included in the SEQRA documents. Therefore, a Phase 1A Cultural Resources Survey is not included at this time.
- f. Task 6 – State Environmental Quality Review Act (SEQRA)
SEQRA compliance is required for any project directly undertaken and/or funded by a government entity. B&L has reviewed the proposed action and concluded that it meets classification as an Unlisted Action under 6 NYCRR Part 617. Since other state or local agencies/entities may be involved in the funding, approval, and permitting of the project, it is recommended that the Town complete a coordinated review process. B&L proposes to assist the Town with their SEQRA process by completing Parts 1, 2, and 3 of



a Short Environmental Assessment Form (SEAF). B&L will handle the coordinated review mailing and will provide draft resolutions to the Town for use when declaring intent to be the SEQRA lead agency and when formally declaring such and issuing the final determination of significance for the project. It is assumed that the Town will concur with the Unlisted action classification, elect to proceed with a SEAF, and will declare a "neg dec" (no significant adverse environmental impact) to conclude the SEQRA process. No special studies or Environmental Impact Statement (EIS) are included in this scope of services.

5. Design and detail reinforced concrete spread footing foundations to support the pre-engineered fire operations facility. Design will include concrete spread footings, grade wall foundation plan, details and sections and concrete slab-on-grade for training pads (if required).
6. Develop 50-percent Design Development documents including preliminary site/civil, structural, mechanical and electrical engineering drawings to include:
 - a. Preliminary site plan design to include modifications to the existing traffic patterns, parking areas, drainage capture and holding from the building resulting from live fire training, surface runoff capture, gas line to the training facility and provisions for fire apparatus during live training events.
 - b. Preliminary structural engineering design drawings of the foundations and training pads (if any).
7. Develop an opinion of probable construction costs for the 50-percent Design Development documents.
8. Submit the 50-percent Design Development Drawings, specification outline and the preliminary opinion of costs to the Town for review and comment.
9. Participate in a project progression/coordination meeting with designated Town staff to review project progress, further refine the detailed design documents, site plan modifications and the fire training structure design phase. One (1) meeting is assumed in the Design Development Phase of the project.
10. Prepare bid specifications including information for bidding requirements, bid forms, New York State Prevailing Wage Rate Schedule, and detail specifications for one (1) lump sum contract for the installation of the reinforced concrete foundations and on-site concrete pads (if required), purchase and installation of the structure and installation of the mechanical, electrical and gas improvements. It is assumed the Town Highway Department will construct the limited site improvements (i.e., parking, site grading, drainage and stormwater improvements).
11. Develop 90-percent Design Drawings incorporating the comments received from the 50-percent Design Development meeting.



12. Provide the Town with two (2) copies of a 90-percent Design Development submission for their review and comment. This will include drawings for the site modifications, foundations and a draft outline of the construction contract and technical specifications.
13. NYSDEC SWPPP: Based on our current understanding of the project, we anticipate that the total earth disturbance will exceed one (1) acre, necessitating the preparation of a Stormwater Pollution Prevention Plan (SWPPP) in accordance with the New York State Department of Environmental Conservation (DEC) regulations. As per NYSDEC requirements, the SWPPP will include both construction-phase stormwater management and post-construction stormwater measures. These post-construction measures will be designed to manage the quantity and quality of stormwater runoff once the site is fully developed, ensuring compliance with DEC's standards for long-term stormwater control and protection of water quality.
14. Incorporate the 90-percent design submission comments into the final drawings and specifications. At this time, B&L will assume all revisions will be limited to minor changes and comments. No major changes to the design are anticipated as a part of this review process.
15. Prepare final Contract Documents to allow for public bidding of the work. Final drawings provided to the Town will be digital files in AutoCAD format and electronically stamped by a New York State registered professional engineer.

Bidding Phase

1. Provide electronic distribution of PDF files of the final Construction Documents to potential bidders.
2. Attend one (1) on-site pre-bid meeting with prospective bidders and provide technical assistance during bidding, answering bidders' questions and providing addenda as required during the bidding of the project.
3. Attend one (1) bid opening to assist the Town with the review and evaluation of the bids received.
4. Assist Town staff in the review and evaluation of the bids received and provide a recommendation of award to the Town.

Construction Contract Administration Phase – Three (3) Months Assumed

1. Attend a preconstruction meeting with the Town and contractor; we will take meeting notes and distribute those notes to all participants.
2. Review contractor's shop drawings for general conformance with the Contract Documents. A maximum of two (2) reviews of any one shop drawing is included.



3. B&L will attend job meetings with the Contractor and Town staff, taking meeting notes and distributing those notes to all participants. This would include a total of up to six (6) job meetings, based upon the proposed schedule. If additional job meetings are requested and authorized by the Town, they will be provided based upon time and expense in accordance with our current billing rates.
4. Provide technical assistance to the Town staff throughout the duration of the project work.
5. Review Contractor's payment applications and forward them to the Town for processing.
6. Assess Contractor's claims and process Change Orders to the Contract(s) as may be required.
7. Conduct a punch list inspection and final inspection of the completed project work.
8. B&L will conduct observation services for the project to observe the progress of the Contractor's work, assess the work for conformance with the Contract Documents, inspect critical aspects of the work, assist in the coordination of the work, and assist with resolution of conflicts and/or unforeseen conditions that may be encountered. An allowance of 150 hours of on-site time has been included as a separate line item in the fee section.

Technical Assumptions

1. The foundations are anticipated to be conventional spread footing type design. Specialty foundation design is not anticipated or included at this time.
2. This proposal is based on the use of a pre-manufactured structure. A conventionally constructed concrete structure can be designed at the client's request for an additional fee.
3. Value engineering services after the construction documents have been completed are not included at this time.
4. No hazardous materials testing, assessment or abatement design is included in this proposal. If determined necessary and requested by the Town, these services can be provided by subsequent proposal once the scope of services can be established.
5. No special inspections per the NYS Building Code are included herein.

Fee Proposal

Barton & Loguidice, D.P.C., proposes providing the Scope of Engineering Services described herein for the following fees (including reimbursable expenses).

Survey Phase:	\$ 10,500	Lump Sum
Environmental Wetlands/Permitting/SEQR Phase:	\$ 12,400	Lump Sum
Geotechnical Evaluation Phase:	\$ 15,800	Lump Sum
Conceptual Design Phase:	\$ 9,000	Lump Sum
Design & Construction Documents Phase:	\$ 47,300	Lump Sum
Electrical Improvements	\$ 6,000	<i>Included Above</i>



Structural Improvements	\$ 17,200	<i>Included Above</i>
Civil/Site Improvements	\$ 6,800	<i>Included Above</i>
SWPPP Preparation	\$ 6,800	<i>Included Above</i>
Meetings/Contract Documents	\$ 10,500	<i>Included Above</i>
Bidding Phase:	\$ 5,000	Lump Sum
Construction Contract Administration Services:	\$ 25,000	Lump Sum
Construction Observation Services:	\$ 23,000	Time & Expense
Total Fee for Services:	\$148,000	

If this proposal meets with your approval, please provide authorized signature below, and return a copy for our records. Work can commence upon receipt of written authorization from the Town of Halfmoon. B&L will invoice the Town of Halfmoon monthly based upon the percentage completion of the Scope of Professional Services up to the maximum fee amount.

Thank you for considering B&L for this important project. We look forward to assisting the Town of Halfmoon with the successful completion of this project. If you have any comments or wish to discuss any portion of this Professional Services Proposal, please contact me at dfletcher@bartonandloguidice.com.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
 Executive Vice President

MCF/DHF/tlh

Attachments

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Halfmoon ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

 Kevin Tollisen, Supervisor
 Town of Halfmoon

 Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL CONSULTANT SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("Consultant")

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

1.0 Basic Agreement

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

2.0 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

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

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

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise indicated under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

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

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.0 Accrual of Claims

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

7.0 Controlling Law

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

8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

9.0 Termination

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

10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supercedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, in any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

Barton & Loguidice
Billing Rates for Calendar Year 2026

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%
Two-person survey crew	\$225/Hour

Individual staff at the following hourly rates:

<u>Promotional Title</u>	<u>Billing Rate</u>
Principal	320.00
Senior Vice President	320.00
Vice President	282.00
Senior Associate	252.00
Associate	237.00
Senior Managing Engineer	227.00
Senior Managing Hydrogeologist	225.00
Senior Managing Industrial Hygienist	215.00
Senior Managing Landscape Architect	200.00
Chief Asset Management Specialist	260.00
Chief Engineer	227.00
Senior Project Manager	227.00
Senior Construction Manager	200.00
Managing Architect	180.00
Managing Asset Management Specialist	225.00
Managing Community Planner	162.00
Managing Engineer	200.00
Managing Hydrogeologist	200.00
Managing Industrial Hygienist	162.00
Managing Landscape Architect	177.00
Lead Asset Management Specialist	245.00
Lead Engineer	200.00
Lead Environmental Scientist	165.00
Lead Hydrogeologist	200.00
Lead Landscape Architect	165.00
Project Manager	190.00
Senior Land Surveyor	165.00
Construction Manager	170.00
Consultant	216.00
Senior Project Community Planner	140.00
Senior Project Engineer	180.00
Senior Project Environmental Scientist	152.00
Senior Project Hydrogeologist	150.00
Senior Project Landscape Architect	152.00
Senior Staff Engineer	180.00
Senior Staff Environmental Scientist	150.00
Senior Staff Field Scientist	175.00
Senior Staff Hydrogeologist	150.00

Barton & Loguidice
Billing Rates for Calendar Year 2026

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%
Two-person survey crew	\$225/Hour

Individual staff at the following hourly rates:

<u>Promotional Title</u>	<u>Billing Rate</u>
Senior Staff Sustainability Specialist	150.00
Senior Staff Water Quality Scientist	160.00
Land Surveyor	140.00
Project Architect	165.00
Project Community Planner	132.00
Project Engineer	163.00
Project Environmental Scientist	128.00
Staff Architectural Designer	150.00
Staff Asset Management Specialist	215.00
Staff Engineer	163.00
Staff Environmental Scientist	128.00
Staff Field Scientist	135.00
Staff Hydrogeologist	128.00
Staff Industrial Hygienist	135.00
Staff Landscape Architect	150.00
Crew Chief	137.00
Resident Engineer	154.00
Asset Management Specialist II	160.00
Assistant Landscape Architect II	135.00
Community Planner II	116.00
Engineer II	150.00
Environmental Scientist II	115.00
Hydrogeologist II	115.00
Industrial Hygienist II	115.00
Assistant Landscape Architect I	135.00
Engineer I	135.00
Environmental Scientist I	105.00
Field Scientist I	95.00
Industrial Hygienist I	92.00
Architectural Designer II	135.00
Engineering Designer II	168.00
Architectural Designer I	123.00
Engineering Designer I	137.00
Senior Engineering Technician	150.00
Senior Architectural Technician	116.00
Engineering Technician	124.00
Environmental Technician	92.00
Instrument Operator	95.00

Barton & Loguidice
Billing Rates for Calendar Year 2026

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%
Two-person survey crew	\$225/Hour

Individual staff at the following hourly rates:

<u>Promotional Title</u>	<u>Billing Rate</u>
Senior Inspector	140.00
Construction Management Technician II	132.00
Inspector II	132.00
Construction Management Technician I	110.00
Inspector I	122.00
Construction Monitor I	92.00
Director of Risk Management	164.00
Senior Project Accountant	105.00
Project Accountant	90.00
Senior Marketing Specialist	105.00
Senior Communications Specialist	123.00
UAS Operator	123.00
Marketing Specialist	90.00
Communications Specialist	123.00
Engineering Aide	124.00
Office Administrator	90.00
Senior Group Technical Assistant	105.00
Project Administrator	130.00
Group Technical Assistant	90.00
Intern - Technical	92.00