

The July 03, 2024, meeting was called to order at 7:00 pm by Town Supervisor Tollisen in the A. James Bold Meeting Room with the following members present:

Kevin J. Tollisen, Supervisor
Paul L. Hotaling, Councilman
John P. Wasielewski, Councilman
Jeremy W. Connors, Councilman
Eric A. Catricala, Councilman
Lynda A. Bryan, Town Clerk
Lyn A. Murphy, Town Attorney - Excused
Cathy L. Drobny, Deputy Town Attorney

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

FARMER'S MARKET: Every Wednesday from 2-5 at Abele Park, across from Town Hall. Come visit our local farms, crafters, and vendors that will be on hand every week.

HALFMOON COMPREHENSIVE PLAN UPDATE PAGE is now live at Visit the website to find out more about the Halfmoon Comprehensive Plan Update, learn about upcoming meetings, review draft documents, get added to email announcements and to share your own comments about the future of Halfmoon.
<https://www.planhalfmoon.com/>

CONCERT IN THE PARK – Friday, July 12th from 6:30 – 9:00pm at the Stage in the Town Park. Double Barreled will be playing under the stars!

HALFMOON INDENTURED DOCUMENTS - Please join Halfmoon Historian, Lynda Bryan for a ribbon cutting and unveiling of three Halfmoon Indentured Documents from 1700-1790, and Clifton Park Village Cemetery Map from 1871. Wednesday July 17, 2024, at 5:00pm in the A. James Bold Meeting Room at Halfmoon Town hall 2 Halfmoon Town Plaza.

HALFMOON CELEBRATIONS DRIVE-IN MOVIE NIGHT IN THE PARK. Friday, July 26th at the Halfmoon Town Park, 162 Route 236, Halfmoon. Free Admission, and free popcorn and water for all, while supplies last. Movie begins at dusk (approx. 8:30pm) for more information Visit Halfmoon Celebrations at: halfmooncelebrations.org

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)

Paul Hotaling (Deputy Town Supervisor): (1) Chair of Personnel Committee (2) Ethics Committee, (3) Chair of Infrastructure & Safety (Water, Highway, Building & Maintenance) (4) Co-Chair for Character Counts, (5) Liaison to Comprehensive Plan Update Committee

I have no report this evening. Thank you, Mr. Supervisor.

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

I have no report this evening. Thank you, Mr. Supervisor.

I have no report this evening. Thank you, Mr. Supervisor.

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

I have no report this evening. Thank you, Mr. Supervisor.

Eric Catricala: (Town Board Member): (1) Co-Liaison to Planning Board, (2) Co-Chair of Business and Economic Development Committee (3) Chair for Parks and Athletic Organizations, (4) Chair for Recreation (5) Co-Chair for Character Counts, (6) Liaison to Trails and Open Space Committee

I have no report this evening. Thank you, Mr. Supervisor.

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

I do have a few things to report. Last Thursday in conjunction with the 250th Anniversary Commission for the Revolutionary War, we had an unveiling of a gravestone for Captain Elias Steenberg. He was a Halfmoon Soldier that never had a marker. His wife and children are all buried in the Middletown Cemetery and now Elias is too! What a beautiful ceremony honoring Captain Steenberg after 250 years. There were re-enactors who presented the Colors and musket salute. The DAR/SAR presented wreaths and the Army played taps while they made the presentation of the flag in honor of Elias. Today, I mailed the flag and thumb drive of the ceremony to Ken Byrd, the 5th great grandfather of Elias, that through his family's genealogy searching, brought this to our attention. Thank you to all that made this happen.

Lastly, just before the next Town Board meeting on July 17th at 5:00, we will have another unveiling. This will be of the 3 Halfmoon 1700's Indentured Documents that were donated to the town from a Mr. Joe Lawrence from Atlanta, Georgia. There will be a ribbon cutting and a short presentation. Hope to see you there.

Supervisor Tollisen: Thank you for your hard work on this beautiful ceremony, Ms. Bryan.

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

Lyn Murphy, Esq., (Town Attorney) Excused

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

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

DEPARTMENT REPORTS

1. Town Clerk

Total Fees Submitted to the Supervisor - \$12,139.11

2. Senior Express

Total # Rides – 591 Total # Meals – 584.

3. Building Permits

Total # Permits - 56 Total Fees Submitted to the Supervisor - \$21,853.00

Fire Inspections - 41 Total Fees Submitted to the Supervisor - \$ 4,300.00

DEPARTMENT MANAGER MONTHLY REPORTS – (Can be viewed at the Town Clerk's Office) Water, Receiver of Taxes, Highway, Buildings & Grounds

CORRESPONDENCE

1. Received from the State of New York, Department of State, their letter confirming the June 12, 2024 filing of Local Law 2-2024.

Received & Filed

2. Received from the Halfmoon Planning Board, notice that they are in receipt of a Special

Use Permit Application for the Following Projects:

1. Prestige Petroleum Gas Service Station, 436 & 438 Rt. 146 Site Plan & Special Use (drive-thru) (24.081 & 24.082)

2. Lands of Hickok Subdivision & Duplexes, Firehouse Road (284.02-3-28.1) - Minor Subdivision & Special Use Permit (24.094 & 24.095)

Received & Filed

3. Received from residents John & Marion Delgiudice, 49 Mann Blvd. Halfmoon, their email requesting a traffic study on Route 9 and Farm to Market Road.

Received & Filed

4. Received Letter of resignation from Jason Mass as MEO from the Highway Department effective 7/12/2024.

Received & Filed

5. Received from Barbara Bird, a Thank You Card in appreciation of being named a Halfmoon Hero.

Received & Filed

6. Received from West Crescent Fire District, their Independent Auditor's Report for Year

Ending 12/31/2023.

Received & Filed

7. Received from Federal Energy Regulatory Commission, their 2023 Dam Safety Surveillance and Monitoring Report.

Received & Filed

NEW BUSINESS

RESOLUTION NO.209-2024

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

RESOLVED, that the Town Board approve minutes of the Town Board Meeting of June 18, 2024

RESOLUTION NO.210 -2024

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

RESOLVED, that the Town Board approves amendment to Resolution 204-2024 to correct last name of new hire for part-time Senior Express Clerk from Cindy Brown to Cindy Durivage.

RESOLUTION NO.211-2024

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

RESOLVED, that the Town Board authorizing the Supervisor to enter into an agreement with General Control Systems, Inc. to provide radio upgrades for the Town's potable water system, in accordance with the proposal submitted by MJ Engineering dated June 6, 2024, in the not to exceed amount of \$78,656.00 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.

RESOLUTION NO.212-2024

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

RESOLVED, that the Town Board authorizes the Superintendent of Highways to enter into an agreement with Donnelly Construction, Inc., to provide flagging services associated with the reconstruction of Cemetery Road in the not to exceed amount of \$17,505.00 pursuant to proposal #Q9787 dated February 2, 2024, and to authorize the Superintendent of Highways to sign any documentation necessary to complete the work, subject to the review and approval of the Town Attorney.

RESOLUTION NO.213-2024

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

POLL OF THE BOARD

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

RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with Barton & Loguidice to provide engineering services associated with the improvements to the Glen Meadows HOA Trail consistent with the proposal submitted by Barton and Loguidice dated June 25, 2024, in the not to exceed amount of \$3,800.00, and to hire Evolution to provide all labor, materials, and equipment to perform the improvements consistent with proposal 2024-165 dated June 12, 2024, in the not to exceed amount of \$35,650.00, said monies to come from the Recreation Fees located in the Special Revenue Fund and to authorize the Supervisor to sign any agreements and any documentation necessary to complete the work, subject to the review and approval of the Town Attorney.

RESOLUTION NO.214-2024

Offered by Councilman Connors, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Recreation Director Department of Aging and Youth Hayes

RESOLVED, that the Town Board hereby authorizes the Supervisor to enter into an Agreement with That 80's Band to perform in the Halfmoon Town Park on September 20, 2024, from 6:30-9:00pm, in the not to exceed amount of \$2,500.00, 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.215-2024

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

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

PUBLIC COMMENT (for discussion of non-agenda items) No one came forward

ADJOURN

There being no further business to discuss or resolve on a motion by Councilman Wasielewski and seconded by Councilman Connors, the meeting was adjourned at 7:05 pm.

Respectfully Submitted,

Lynda A. Bryan, Town Clerk

June 6, 2024

Frank Tironi, Jr.
Director of Water
Town of Halfmoon Water Department
2 Halfmoon Town Plaza
Halfmoon, NY 12065



**RE: BUTTON ROAD WATER STORAGE TANK
CONTRACT 1G CONTINGENCY FUND ALLOCATION – RADIO UPGRADES
MJ PROJECT No. 964.25**

Dear Mr. Tironi:

As discussed with the Town and General Control Systems, Inc. (GCS), the existing radio telemetry system throughout the Town's water distribution system, specifically the radio hardware, is nearing the end of its useful life. Additionally, the existing radios are obsolete and repair parts are becoming increasingly harder to locate in the event a repair is needed. Since the new Button Road water storage tank will be equipped with a new radio telemetry system via CB&I's tank construction contract, it is recommended that the remaining water system radios be upgraded at this time to ensure long-term reliability and compatibility. Accordingly, we have requested that GCS provide a proposal to upgrade the existing radios, as well as install a radio telemetry system at the new pressure reducing valve (PRV) station on Lower Newtown Road for the Town's consideration. The GCS proposal is attached hereto and includes new radios at the Brookwood Tank, Harris Road Pump Station, Werner Tanks, Angle Lane Tank, and the City of Troy metering pit (DeGussa Site). The proposal also includes new redundant pairs of radios at both the water treatment plant and Channel 10 News repeater site, as well as a new radio, enclosure, antenna, and appurtenances at the Lower Newtown Road PRV station. The total cost for the radio upgrades is \$74,910.

We have reviewed the contingency fund balance for CB&I's Button Road Water Storage Tank Contract, and accounting for all additional work performed to date, including the new radio telemetry system for the Button Road tank, there is approximately \$125,000 remaining in the contingency budget. Based on this, we feel there is sufficient budget remaining to cover the costs for the above radio upgrades, while also leaving funds for any additional unforeseen tank-related items. If the Town would like to proceed with the additional radio upgrades at this time, please let me know and we will have CB&I engage GCS for the work. Please note that per the General Conditions, CB&I will be entitled to a 5% markup on the GCS proposal. Including contractor markup, the total amount to be deducted from the contingency allowance would be \$78,656.

Should you have any questions or concerns, please do not hesitate to contact me at (518) 371-0799.

Sincerely,

Pete Holland
Project Manager



21 Corporate Drive
Clifton Park, NY 12065



518.371.0799
mj@mjteam.com
mjteam.com



Fishkill, NY
Levittown, NY
Picatinny, NJ
Melbourne, FL



General Control Systems, Inc.
17 Corporate Circle
Albany, New York 12203
(518) 270-8045 Fax (518) 270-8042



Page 1 of 2

June 13, 2024

ATTEN: MJ Engineering - Pete Holland

SUBJECT: Halfmoon Water – Radio Upgrade
PROJECT #: GCS Scope Number Q24-4554

We propose to furnish quality labor, materials and supervision to develop the control system as discussed. All work will be done in accordance with the following scope of work, and includes the quantities as listed below.

SCOPE OF WORK:
RADIO SYSTEM UPGRADE

Existing Radio System to be updated at following sites as described:

QTY (1) MDS Orbit Radio to be installed in existing panel at each of the following sites:

- Brookwood Tank
- Harris Road Pump Station
- Werner Tanks
- Angle Tank
- DeGussa

(Existing hardware and antennas to be used)

QTY (1) MDS Master Station redundant Radio Pair to be installed in existing panels at each of the following sites:

- Halfmoon Water Treatment Facility
 - To include a new rack mount enclosure with necessary ancillary equipment to house radio modem.
- Channel 10 News Repeater Site

(Existing hardware and antennas to be used)

QTY (1) Radio Enclosure to be furnished and installed at the following site:

- PRV Pit
 - To include new NEMA 4X enclosure complete with MOXA remote Ethernet I/O protocol converter, MDS Orbit ECR Radio Modem with Yagi antenna and cabling, Unistrut/bracket for mounting panel inside the pit and for mounting antenna outside pit on existing structure, surge protection, power supply, and ancillary equipment required to create a fully functioning panel.

Proposal includes programming, configuration, installation and start-up.

****Button Road Site Upgrades to be included under different proposal****

Total Price \$74,910.00

Payment terms - net 30 Days from invoice date, 1.5% interest will be applied to payments in excess of our terms.

CLARIFICATIONS:

- C-1 Proposal is based on GCS Standard Terms & Conditions.
- C-2 Submittals will be sent for approval by the Engineer.
- C-3 All wiring diagrams will be done using AutoCAD Electrical and submitted in written form or PDF format "dwg" files will remain in title to General Control Systems, Inc.
- C-4 Unless expressly noted above, all valving, tubing, fittings, or hardware required to connect instruments is provided by others.
- C-5 All device takeoffs are based on the current P&ID drawings at the time of bid.
- C-6 Shipping: FOB Albany, New York, pre-pay and add.

EXCLUSIONS:

- E-1 Overtime or Premium time labor outside of scope.
- E-2 Material and Equipment other than mentioned above.
- E-3 Sales or Use Taxes.
- E-4 Cutting and Patching of existing structures.
- E-5 Temporary Facilities.
- E-6 Concrete Mounting Pads.
- E-7 Manual valves.
- E-8 Instrument and control panel receiving, storage, unpacking, and delivery to installation area at the site, General Contractor is to provide a secure area for storage.

We hope you find our proposal satisfactory. If you should have any questions, please do not hesitate to call our office. This proposal is valid for a period of thirty (30) days after bid date.

Respectfully,
GENERAL CONTROL SYSTEMS, INC.

Maria Mangini

File: Q24-4554 Halfmoon Water - Radio Upgrade

Document Rev 1.4 - 7-27-2021 - (1308) (18-01)



Please note that our bid is predicated on the understanding that our work is fully set forth above, that we shall be entitled to the rights, remedies and redress as well as subject to the obligations of the general contract documents with the Owner as they relate to our bid and/or our portion only of the work and any resulting subcontract, and that any resulting subcontract shall be subject to the terms of the current edition of ALA Document A401 "Agreement between Contractor and Subcontractor", or is contingent upon mutual agreement on written subcontract language prior to there being any binding obligation on the part of either party, and use of this bid or reliance upon it will result in acceptance of this bid should you be awarded the contract.

All information contained within this quotation is confidential. This information may not be copied and/or distributed, in part or whole, without obtaining written permission from General Control Systems, Inc.



PO BOX 150 MECHANICVILLE, NY 12118 | PHONE: (518)664-9435 | FAX: (518)664-1601
FEDERAL ID: 14-1771716
please vist us at www.donnellyconstruction.net

QUOTATION

PROJECT: Q9787 Cemetery Rd Mill & Pave, Halfmoon

BID DATE: 2/2/24

SUBMITTED BY: Mason Hamilton

ITEM #	DESCRIPTION	AMOUNT
61901000.06	4 Person Flagging	\$4,675.00
TOTAL BID AMOUNT:		1 Day @ \$4,675.00 \$4,675.00

NOTES:

- A. PRICE INCLUDES 4 PERSON CREW, 2 RACK TRUCKS, SIGNS, STANDS AND CONES TO PERFORM FLAGGING PER NYSDOT SPEC.
- B. PRICE IS FOR SINGLE LANE CLOSURE (FLAGGING) ONLY.
- C. PRICE IS FOR MONDAY-FRIDAY, DAYTIME LANE CLOSURE. 8 HRS ON SITE.
- D. OVERTIME WILL BE BILLED SEPARATELY AT \$580.00 PER CREW HOUR.
- E. CANCELLATIONS NOT RECEIVED BEFORE END OF BUSINESS THE DAY PRIOR TO SCHEDULED WORK ARE SUBJECT TO CANCELTION FEE.
- F. ABOVE PRICE IS THE DAILY MINIMUM. NO DEDUCTION FOR PARTIAL DAY.
- G. ADDITIONAL FLAGGERS (IF NEEDED) WILL BE BILLED AT \$865.00 PER 8 HR DAY.

PRICE IS BASED ON PREVAILING WAGE RATES

Additional Items

THIS QUOTE IS GOOD FOR 30 DAYS

Donnelly Construction, Inc. will provide the quoted items for the above prices, per Donnelly Construction, Inc.'s Standard Terms and Conditions, which are set forth below. All terms and conditions thereof are to be incorporated into any contract between both parties. If these requirements are not met, then prices are subject to change or will be respectfully withdrawn. If the Customer wishes to award the work described herein to Donnelly Construction, Inc., it may use this proposal as a letter of intent until a formal agreement can be executed, which incorporates this Proposal and the attached Terms and Conditions, by signing and dating where indicated below.

Donnelly Construction, Inc.

Customer:

By:

Accepted By:

Title:

Title

Date:

Date:

The above prices, specifications and referenced terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Upon acceptance, please sign a copy of this proposal and return it to our office prior to date of work.

IF YOU HAVE ANY QUESTIONS PLEASE CALL (518) 644-9435 X 4
QUOTE IS GOOD FOR 30 DAYS

QUOTATION

PROJECT: Q9787 Cemetery Rd Mill & Pave, Halfmoon

BID DATE: 2/2/24

SUBMITTED BY: Mason Hamilton

1. CONTRACT: Terms are net 30 days. Late payment will result in a finance charge of 1.5% per month. This Proposal is expressly limited to and made conditional on the Customer's acceptance of and assent to the terms and conditions set forth herein. Upon acceptance of and assent to the Proposal, the terms and conditions set forth therein and these printed terms and conditions, shall become the "Contract." In the event of conflict of terms written in this Proposal and these printed terms and conditions, the terms written on in this Contract shall prevail. If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, the legality, validity and enforceability of the remaining provisions of this Contract shall not be affected thereby. This Contract, and any further contracts accepted by Customer hereunder, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements between the parties, whether written or oral, relating to the same subject matter. No modification, amendments or supplements to this Contract shall be effective for any purpose unless in writing, signed by each party, approvals or consents hereunder of a party shall also be in writing. It is agreed that no course of dealing or usage of trade not expressly set forth in this Contract shall be admissible to explain, modify, or contradict this Contract in any way. THIS CONTRACT SIGNED BY BOTH PARTIES CONSTITUTES A FINAL WRITTEN EXPRESSION OF ALL THE TERMS OF THIS AGREEMENT AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THOSE TERMS.

2. LIMITATION OF LIABILITY: IN NO EVENT SHALL CUSTOMER BE ENTITLED TO RECOVER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCONVENIENCE, RENTAL OF REPLACEMENT EQUIPMENT, LOSS OF PROFITS OR OTHER COMMERCIAL LOSS. Customer assumes all risk and liability for loss, damage or injury to persons or property of the Customer and/or Project Owner or others arising out of the use or possession of any goods sold hereunder. IT IS UNDERSTOOD AND AGREED THAT DONNELLY CONSTRUCTION'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY CUSTOMER AND UNDER NO CIRCUMSTANCES SHALL DONNELLY CONSTRUCTION, INC. BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE PRODUCTS AND SERVICES IS A CONSIDERATION IN LIMITING DONNELLY CONSTRUCTION'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS OF THIS PROPOSAL MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. The remedies provided to Customer in this Contract shall constitute the exclusive remedies available to Customer and all other remedies that might otherwise be available to Customer under the law of any jurisdiction are hereby waived by Customer. If Customer's limited remedies provided in this Contract fail of their essential purpose, the parties agree that, notwithstanding that failure, the exclusion of Customer's consequential damages shall remain in full force and effect as though Customer's remedies had not failed of their essential purpose. Nothing contained herein shall prohibit Donnelly Construction, however, from recovering incidental, indirect, or consequential damages from Customer, in addition to other damages and equitable relief to which Donnelly Construction may be entitled under applicable law, and, without limitation, Donnelly Construction may commence an action against Customer arising out of the transactions of this Contract within such periods as may be prescribed by applicable statute(s) of limitations.

3. WAIVER: To the extent permitted by applicable law, Customer hereby waives any and all rights and remedies conferred upon a buyer by such applicable law (including but not limited to Article 2 of the UCC) to: (i) cancel this Contract; (ii) repudiate this Contract; (iii) reject the goods sold under this Proposal; (iv) revoke acceptance of the sold under this Contract; (v) recover damages from Donnelly Construction for any breaches of warranty or for any other reason; (vi) a security interest in the sold under this Contract in the Customer's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Donnelly Construction's default; (viii) any, under this Contract; (viii) accept partial delivery of the sold under this Contract; (ix) "Cover" by making any purchase of, or contract to purchase, goods in substitution for those due from Donnelly Construction; (x) recover any general, special, incidental or consequential damages, for any reason whatsoever; and (xi) obtain specific performance, replevin, detinue, sequestration, claim and delivery or the like for any sold under this Contract; as well as Customer's rights, if any, under Parts 5, 6, and 7 of the UCC. To the extent permitted by applicable law, Customer also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Donnelly Construction to sell, lease or otherwise use any Equipment in mitigation of Donnelly Construction's damages or which may otherwise limit or modify any of Donnelly Construction's rights or remedies.

4. ATTORNEYS' FEES: Should any proceeding, arbitration, or litigation be commenced by Donnelly Construction to enforce the terms of this Contract, Donnelly Construction shall be entitled, in addition to such other relief as may be granted, to attorneys' fees and litigation costs, including but not limited to expert witness fees.

5. GOVERNING LAW: This Contract and the rights and obligation of the parties hereunder shall in all respects be governed by and construed in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law, including all matters of construction, validity and performance, regardless of the location of the products and/or materials or the State of incorporation or principal place of business of Customer. The parties expressly agree that the transaction described in this Contract bears a reasonable relationship to the State of New York, that this Contract should be governed by the laws of the State of New York, and that this choice of law provision is a negotiated item that forms part of the bargained-for consideration to the parties. Customer (i) consents to the exclusive jurisdiction and venue of the state courts situated in Saratoga County, New York, or, if they can acquire jurisdiction, the federal courts, situated in Saratoga County, New York, and (ii) waives any objection to improper venue and forum non conveniency. If any provision of this Contract shall contravene or be invalid under applicable law or regulation, such contravention or invalidity shall not affect the entire Contract, the provisions held to be invalid to be deemed deleted or modified and this Contract interpreted and construed as though such invalid provision or provisions were not part hereof or conformed thereto.

6. COUNTERPARTS: This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that facsimile or electronic signatures of this Contract shall be deemed a valid and binding execution of this Contract.

IF YOU HAVE ANY QUESTIONS PLEASE CALL (518) 644-9435 X 4
QUOTE IS GOOD FOR 30 DAYS

Barton & Loguidice

SENT VIA E-MAIL

June 25, 2024

Kevin J. Tollisen, Town Supervisor
Town of Halfmoon
2 Halfmoon Town Plaza
Halfmoon, NY 12065

Re: Glen Meadows HOA Trail Improvements Project
Supplement #1 for Professional Engineering Services

File: 1722.008.001

Dear Supervisor Tollisen,

Barton & Loguidice (B&L) is pleased to provide this supplement #1 for engineering services for improvements to the Glen Meadows HOA Trail. Initially, we completed a site visit with the Town and a trail assessment report. The report was submitted to the Town in early April 2024. Per our meeting with the Town after we submitted the report, the Town now wishes for a contractor to complete the needed improvements and we will provide some limited construction phase services.

The existing trail is open to the public, but located on lands owned by the Swatling Falls HOA, Glen Meadows HOA, and the Town of Halfmoon. Based on the preliminary condition assessment, much of the trail is in reasonably good condition and is safe for pedestrians and bicyclists. Two areas of the trail, however, present pavement failures that result in dangerous conditions for trail users. These are the areas to be improved.

Scope of Services

The following Scope of Services is based on our current understanding of the project

Construction & Bid Review Services (\$3,800)

In general, B&L will aid the Town with the overall administration and oversight of the improvements.

1. Upon receipt of the quotes by the Town, B&L will review proposal and provide a recommendation to the Town.
2. Attend and lead an on-site construction kick-off meeting with the Town and Contractor. B&L will take meeting minutes and distribute them to all project participants. We assume that there will be one (1) meeting throughout the project duration.
3. Provide part-time on-site construction representation. On-site representative will prepare a report for each day in which observation of the work in progress is conducted. Further, B&L will advise the Town if the observed work product is found to be deficient or incorrect. B&L includes

Kevin J. Tollisen, Town Supervisor
Town of Halfmoon
June 25, 2024
Page 2 of 2



a total of sixteen (16) observation hours for this service. The construction representation proposed herein is not full-time inspection of the Contractor's work and is not intended to be an exhaustive inspection of every detail of the work progressed by the Contractor.

Fee Estimate

B&L proposes to provide the services described herein for a lump sum fee not to exceed \$ 3,800 without prior approval from the Town of Halfmoon. B&L proposes to invoice the Town of Halfmoon monthly on a percentage complete basis for work completed on the project. If additional services are required beyond those described above, B&L will provide the Town of Halfmoon with a supplemental agreement for review and approval prior to commencing the additional services.

We appreciate the opportunity to offer this supplement to assist you with this important project. If this supplement is acceptable, please sign the authorization below and return a copy to our office.

If you have any questions or wish to discuss any portion of this proposal, please contact me or Chris Bertram, who will serve as the primary point of contact and Project Manager, at (518) 728-0975 or cbertram@bartonandloguidice.com.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in dark ink, appearing to read 'Donald H. Fletcher', is written over a faint circular stamp.

Donald H. Fletcher
Executive Vice President

CMB/tms

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 original agreement Terms and Conditions.

Kevin J. Tollisen, Town Supervisor
Town of Halfmoon

Date

EVOLUTION

PROPOSAL #2024-165

Proposal Submitted to:

Town of Halfmoon Parks

Date: June 12, 2024.

RE:

Evolution Construction Services, LLC is pleased to submit this proposal for the Swatling Ridge walking Trail. Please find below our proposed scope of work as well as any exclusions (primarily based upon Site visit and measurements).

Scope of Work:

- Remove all asphalt 1320 SF +/- and dispose of it offsite.
- Ditch along upper side of trail and place on lower side of trail for embankment.
- Place drainpipe across trail to catch water from ditch.
- Place crusher run on trail and compact (6 inches).
- Place 1.5 inches of binder and 1.5 inches of top on 1320 SF +/-
- Pricing is off the Saratoga County Pavement services contract.

Exclusions

- Permits or fees for the above work

Evolution Construction Services, LLC proposes to provide all Labor, Materials, and Equipment to perform aforementioned sitework for the lump sum of:

35,650.00

Thirty Five Thousand Six Hundred Fifty dollars and zero cents

This project is quoted using Prevailing Wage Rates.

All material is guaranteed to be as specified per the bid documents. All workmanship shall be completed in a professional and ethical manner in accordance with standard industry practices. Any alteration or deviation from contract plans and specifications incurring additional costs shall be agreed upon via a written change order to the contract prior to execution of said work. Evolution Construction Services, LLC employees are fully covered by NYS Workers Compensation Insurance.

Thank you for giving us the opportunity to quote this project.

Jeffrey Russo
9 Industrial Park Road
Mechanicville NY 12118
518-441-9719 Cell
518-956-4407 Office
Evolution Construction Services, LLC

POST OFFICE BOX 511 • MECHANICVILLE • NEW YORK • 12118
(518) 956-4407

**AGREEMENT BETWEEN THE
TOWN OF HALFMOON
AND
THAT 80's BAND**

THIS AGREEMENT, entered into on the 25th day of June, 2024, between the TOWN OF HALFMOON, a municipal corporation having principal offices at 2 Halfmoon Town Plaza, Halfmoon, New York hereinafter referred to as the TOWN, and That 80's Band, hereinafter referred to as the BAND represented by Michael Bruce who is authorized to act and enter Agreements on their behalf for That 80's Band.

WHEREAS the TOWN is desirous of providing entertainment at the Halfmoon Town Park for our residents and those from the surrounding community on September 20, 2024, and the BAND has the equipment and the talent to provide entertainment.

NOW THEREFORE, BE IT AGREED AS FOLLOWS:

1. That the TOWN shall provide to the BAND the use of the stage located in the Halfmoon Town Park.
2. That the BAND shall provide to the TOWN entertainment in a positive and family friendly environment.
3. That the BAND shall perform in the Halfmoon Town Park on September 20, 2024, from 6:30-9:00 pm with a 15-20-minute intermission. The TOWN shall provide power, a covered stage and lights.
4. That both parties will agree to indemnify and hold harmless the other party to the fullest extent permitted by law, from any claim, arising out of the use of the stage at the Halfmoon Town Park by the BAND, including acts or omissions and from any and all losses whatsoever, whether for personal injuries or property damage, civil or criminal sanctions or penalties. This includes and is not limited to the cost of litigation, attorney's fees, filing fees and expenses of each and every nature caused, contributed to or occasioned by its employees, agent, servants or assigns.
5. That the TOWN shall maintain their current insurance policy regarding coverage for the Halfmoon Town Park.
6. That the Town shall pay the BAND \$2,500.00 in cash or by check payable to That 80's Band in exchange for their performance.

If any provision of this Agreement is held to be invalid or unenforceable, that provision will be ineffective, but the remainder of the Agreement will not be affected, and it will in all other respects, continue to be effective and enforceable. If the holding of invalidity or unenforceability is subsequently repealed, unenforceable or otherwise changed so that the provision which had been held invalid is no longer in conflict with the law, rules and regulations then in effect, the provision will return to full force and effect.

8. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

DATED: _____

TOWN OF HALFMOON

By: _____
Kevin Tollisen, Town Supervisor

DATED: 6/25/24

That \$0's Band

By: Michael Ben

STATE OF NEW YORK)
TOWN OF HALFMOON) ss.:
COUNTY OF SARATOGA)

On the ____ day of _____, 2024, before me the undersigned, personally appeared, KEVIN TOLLISEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon whose behalf of which the individual acted, executed the instrument.

Notary Public

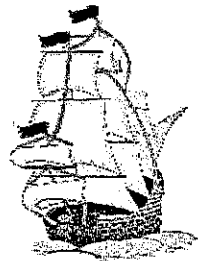
STATE OF NEW YORK)
TOWN OF _____) ss.:
COUNTY OF SARATOGA)

On the ____ day of _____, 2024, before me the undersigned, personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon whose behalf of which the individual acted, executed the instrument.

Notary Public

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: July 3, 2024

TO: Town Board
Town of Halfmoon

FROM: Bonnie Hatter
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.

Resolution Introduced by Comptroller Hatter

DEBIT:	Revenues	25-980	\$460.00
	Subsidiary: Home & Community Services		
		25-4-2189.00	\$460.00
CREDIT:	Appropriations	25-960	\$460.00
	Subsidiary: Engineering Contractors Inspections		
		25-5-1440.40	\$460.00

Information Only: The above was derived from the following breakdown of charges to be paid on July 3, 2024, Abstract for engineering and related fees.

NAME	AMOUNT
Shea Pointe PDD Traffic Signal	\$460.00
Total	\$460.00