

The February 18, 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-**Excused**
John P. Wasielewski, Councilman
Kelly L. Catricala, Town Clerk
Lyn A. Murphy, Town Attorney
Cathy L. Drobny, Deputy Town Attorney

WORKSHOP - BOARD ROOM - 6:15 pm

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

PUBLIC HEARING: TO DISCUSS AMENDING LOW INCOME SENIOR PROPERTY TAX EXEMPTION RATES & INCOME LEVELS.

Supervisor Tollisen: The first item on our agenda is a public hearing to discuss amending the Low-Income Senior Property Tax Exemption Rates & Income Levels in the Town of Halfmoon. Would anyone like the Public Notice read? Hearing from no one, I will waive the reading of the Public Notice and open the public hearing at 7:01 pm. Our Assessor is here with us this evening, Ms. Zarelli, thank you for joining us and to give a short summary.

AnneMarie Zarelli, Town of Halfmoon Sole Assessor: This legislation affects the tax exemption for senior citizens and is otherwise known as the Aged Program. Currently, that program offers a sliding scale of assessed valuation from 20-50 percent. The new law allows us to raise that cap of 50 percent valuation to 65 percent valuation, which would better support our more vulnerable senior residents with the lowest income, to help them stay in their homes. Thank you.

Supervisor Tollisen: Thank you. The Board has the chart, and I believe this is following what the County is doing as well for this year. Any questions from the Board?

Attorney Murphy: We are not changing income gradation until October based on the meetings you've had with residents, we are changing from 50 to 65 percent.

AnneMarie Zarelli, Town of Halfmoon Sole Assessor: Yes.

Supervisor Tollisen: Are there any questions from the public? Anyone online? Hearing from no one, I will close the public hearing at 7:03 pm, what is the pleasure of the Board?

RESOLUTION NO.108-2026

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

Resolution Introduced by Town of Halfmoon Sole Assessor Zarelli

RESOLVED, that the Town Board approves amending Low-Income Senior Property Exemption Rates & Income Levels for the town of Halfmoon.

Supervisor Tollisen: I will note that Mr. Hotaling is excused this evening.

COMMUNITY EVENTS:

The "BUY A BRICK" Program: for the Halfmoon Veterans Walk of Honor at the Halfmoon Veterans Memorial in the Town Park is now accepting orders. Create a lasting tribute for your veteran. For more information, please call 518-371-7410 ext. 2200 or visit our website www.townofhalfmoon-ny.gov.

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

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

HALFMOON RECREATION WINTER CAMP: For grades 1st through 5th, Winter Camp Tuesday-Friday, February 17, 2026 to February 20, 2026 8:30 am to 3:30 pm. \$175.00 per child. Camp will be held at the Halfmoon Town Hall, with daily field trips! Registration dates: January 6, 2026 through February 5, 2026 Monday through Friday. Registration will be held in the Recreation Office at Town Hall by appointment only. Registration can also be completed online at myrec.com. For further information, please contact Jim Hayes, Director, at 518-371-7410 Ext. 2274.

SONS OF THE AMERICAN LEGION MOHAWK SQUADRON 1450: Will hold a breakfast buffet on Sunday, March 22, 2026 from 8 am to 11:30 am at the American Legion Post#1450, 275 Grooms Road, Halfmoon. Adults \$12.00, Children (Under 12) \$3.00. Buffet included: Scrambled Eggs, Home Fries, Pancakes, Bacon, Sausage, Toast, Coffee and Orange Juice. The Mohawk Post 1450 Auxiliary will also be holding a Bake Sale in the lobby from 8:30 am to 11:30 am.

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, I have nothing this evening.

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

Councilman Hotaling: Excused

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. We met with the Town Fire Chiefs on January 29th to discuss the construction of a Town Fire Training Facility, a live- burn training facility. The County's live fire burn facility is out of service and will be out of service for some time. The thought being to keep the departments in town rather than having to travel to Ballston Spa would be a huge advantage for the residents of the town, keeping the departments in town rather than traveling approximately 45 minutes to the Ballston Spa facility. We met with the Chief on January 29th as I said, and we listened to their needs and what they need to adequately train their departments and we agreed upon a design, these are made out of a shipping container style metal corrugated with moveable walls in the interior to avoid a predictable training scenario every time they attend these training sessions. 3 story, it will enable them to do a lot that they cannot do in their home departments right now. It will be a shared facility, it will give us mutual aid training benefits that do not exist right now, and for many reasons, we believe this will be a great asset to the Town of Halfmoon and it's residents safety.

Supervisor Tollisen: I think the timeline is that we had an informal pre-meeting to discuss this, and I believe it was the consensus of this Board to move forward with solidifying this, and I will note that we did have an earlier meeting today with our engineer to discuss this, and I expect this will be coming to the Board's purview pretty quickly for official resolutions and things of that nature. Mr. Wasielewski, thank you for your help with this, and thank you to our Code Enforcement Department; Joe is newer with us, but he has been putting a lot of work into this, so thank you Joe.

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, I have nothing this evening.

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 was online.

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

DEPARTMENT REPORTS

1. Town Clerk

Total Fees Submitted to the Supervisor - \$7,239.84

2. Senior Express

Total # Rides - 505 Total # Meals - 827

3. Town Justice Fodera

Total # Cases 128 Total Fees Submitted to Supervisor - \$16,343.00

DEPARTMENT MANAGER MONTHLY REPORTS (Can be viewed at the Town Clerk's Office) Assessor, Building, Planning & Development, Recreation & Senior Center

CORRESPONDENCE

1. Received from NYS Department of Agriculture and Markets, the Dog Control Officer Inspection Report for the Town of Halfmoon, that was completed on 01/27/2026 and was rated Satisfactory.

Received & Filed

2. Received from Sandra McBride her resignation as Account Clerk effective February 22, 2026.

Received & Filed.

3. Received from the from St. Pauly Textile, Inc., their letter with information regarding 2025 Clothing Donation shed stating that over 34,000 pounds of clothing was donated by the Town of Halfmoon Clothing Shed in 2025.

Received & Filed

OLD BUSINESS

NEW BUSINESS

RESOLUTION NO.99-2026

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

Resolution Introduced by Town Clerk Catricala

RESOLVED, that the Town Board approves the Minutes of the Town Board Meeting of February 04, 2026.

RESOLUTION NO.100-2026

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

Resolution Introduced by Personal Computer Tech Mikol

RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with ABS Solutions LLC. in the not to exceed amount of \$349.94 to extend the Town's current service Agreement as detailed in proposal 47102 dated 2/6/2026 and authorize the Supervisor to execute any documents necessary to effectuate the Agreement, subject to the review and approval of the Town Attorney.

RESOLUTION NO.101-2026

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

Resolution Introduced by Supervisor Tollisen

RESOLVED, the Town Board authorizing the Supervisor to enter into an agreement with Snyder Printer to provide services associated with the printing and distributing the Halfmoon Navigator for the Spring of 2026 consistent with the

proposal dated 2/2/2026 in the not to exceed amount of \$7,850.00 and to authorize the Supervisor to sign any documentation necessary to create and distribute the Halfmoon Navigator, subject to the review and approval of the Town Attorney

RESOLUTION NO.102-2026

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

**Resolution Introduced by Superintendent of Water & Building Maintenance
Supervisor Tironi**

RESOLVED, the Town Board authorizes the Water Department to purchase from Mohawk Chevrolet a 2026 Chevrolet Silverado 2500HD in the not to exceed amount of \$50,214.65 utilizing the Franklin County bid #25-1029-1 and to authorize the Town Supervisor to execute any documentation necessary to effectuate the purchases, subject to the review and approval of the Town Attorney.

RESOLUTION NO.103-2026

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

Resolution Introduced by Building and Planning Development Coordinator Harris

RESOLVED, that the Town Board hereby appoints Sandra McBride as Principal Clerk, Grade 5, Step 8, \$35.38/hr, effective February 23, 2026.

RESOLUTION NO.104-2026

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

**Resolution Introduced by Superintendent of Water & Building Maintenance
Supervisor Tironi**

RESOLVED, that the Town of Halfmoon is hereby letting bids and will be accepting sealed bids for water distribution valves and hydrants until 1:00 pm on March 10, 2026, for water distribution valves and hydrants 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.

WHEREAS, the Town Board is proceeding with water projects to enhance the potable water system in the Town of Halfmoon; and

WHEREAS, the Town of Halfmoon is hereby letting the bids and will be accepting sealed bids until 1:00pm on Tuesday, March 10, 2026 for water distribution valves and hydrants in accordance with the bid package available at the Town Clerk's Office in the Town of Halfmoon and on BidNet operated through SourceSuite; and

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

NOW BE IT THEREFORE RESOLVED, that that the Town Board authorizes the Supervisor to solicit bids for water distribution valves and hydrants to be received by 1:00 pm on March 10, 2026, the sealed bids received shall be publicly opened and read aloud at 1:00 pm the same day.

RESOLUTION NO.105-2026

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

Resolution Introduced by Superintendent of Highways Bryans

RESOLVED, that the Town Board hereby authorizes the Superintendent of Highways to enter into an agreement with the Town of Clifton Park to offer municipal aid to one another and hereby authorizes the Superintendent of Highways to execute said agreement, subject to the review and approval of the Town Attorney.

RESOLUTION NO.106-2026

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

Resolution Introduced by Town Justice Suchocki

RESOLVED, that the Town Board authorizes the Town to enter into an Agreement with Ella McGunness to permit her to serve as an intern in the Town Court, subject to the review and approval of the Town Attorney.

RESOLUTION NO.107-2026

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

Resolution Introduced by Comptroller Sullivan

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

PUBLIC COMMENT (For discussion of non-agenda items)

Robert Bonanni, 22 New Netherland Way, Halfmoon, NY: Thank you for your time tonight, the town of Clifton Park is looking to get a permit for a concrete plant on Route 9, and where this is at is within a couple of miles from my house, and I am greatly concerned about this from a safety, traffic, pollution it will cause in the air and on the roads. I've worked on cement trucks in my dad's garage when I was younger, and I would hack my lung up for week after working on one of these trucks. I have a 10-year-old at home, if this goes in the west to east winds is going to bring that dust right to my house, and I don't know if I would stay in my house if that goes in there. I spoke over at their Planning Board; it is very emotional over there. My request is if the Town of Halfmoon Board of Planning Board can talk with Clifton Park, I am not opposed to business, but we need the right business coming in, and this is not the right business for that area, with homes so close. The traffic on Route 9 will get higher, there will be breakdowns of these trucks, and the concrete will get out on the road, and the slippery conditions; it will be an ice rink out there. If there is any influence that this Town of Halfmoon has, I ask for your help to see what we can do to not have this come into a residential area thank you for your time.

Supervisor Tollisen: Mr. Bonanni, I will ask you to speak with our Planning Director, who is here tonight, because he has been dealing with his counterpart in the Town of Clifton Park, but any and all comments received at our board meetings we are forwarding to Clifton park so that they become public record over in the

Town of Clifton Park as well. There is no application before the town of Halfmoon but are making sure we are forwarding all information that we get from our residents over to them. Since you spoke at this meeting, we will make sure that this gets forwarded by our Town Clerk's Office, and our Planning Department.

Bob Conoyer, Fire Chief of the Hillcrest Volunteer Fire Department: I would just like to express my appreciation and support for the proposed fire training center. It is very important for us as it is now, the drive up to Ballston Spa is a 45-minute drive, we train on Wednesday nights from 7 pm to 9 pm, and by the time we get up there and set up it is almost time to go home. Typically, we do live burns on Saturday morning, and it is tough for people to commit to a couple days per week for training and then go up there and commit their Saturdays. This would also be a tremendous asset, it is a huge benefit to my members, and I appreciate the Board for acknowledging the need for this and hopefully moving forward with it. Thank you.

Supervisor Tollisen: Is there anyone else? Anyone online? Hearing from no one I will ask for a motion to adjourn.

ADJOURN

There being no further business to discuss or resolve on a motion by Councilman Connors and seconded by Councilman Wasielewski, the meeting was adjourned at 7:14 pm.

Respectfully Submitted,

Kelly L. Catricala Town Clerk



ABS Solutions, LLC

52 Corporate Circle

Suite 105

Albany, NY 12203

Phone: (518) 608-5805

Fax: (518) 608-5808

Proposal

Date	Proposal #
2/6/2026	47102

Name / Address
Town of Halfmoon Douglas Mikol 2 Halfmoon Town Plaza Halfmoon, NY 12065

Ship To
Town of Halfmoon Douglas Mikol 2 Halfmoon Town Plaza Halfmoon, NY 12065

P.O. No.	Terms	Project
	Net 30	26 Cisco Support Renewal

Description	Qty	Rate	Total
PEPPM Wholesaler Technology Catalog - 542242 - 001			
Cisco Smart-Net Total Care - extended service agreement - 8x5 NBD for CBS350-24FP-4G-NA - 1 Year SN: FOC2644YAEF Term: 2/6/2026 - 4/24/2027	1	36.71	36.71
Cisco Smart-Net Total Care - extended service agreement - 8x5 NBD for CBS350-24FP-4G-NA - 1 Year SN: FOC2711Y680 Term: 4/25/2026 - 4/24/2027	1	112.54	112.54
Cisco Smart-Net Total Care - extended service agreement - 8x5 NBD for CBS350-24FP-4G-NA - 1 Year SN: FOC2736Y7UD, FOC2736Y7JG Term: 11/13/2026 - 4/24/2027	2	50.30	100.60
Pricing valid for 14 days from date of proposal. All orders are final. No returns, exchanges or cancellations will be honored.			

Thank you for your business.	Subtotal	\$349.95
I agree to invest in the products/services listed above. Please sign and fax to (518) 608.5808	Sales Tax (0.0%)	\$0.00
Signature _____	Total	\$349.95

SNYDER 691 River Street
Troy, NY 12180
P 518-272-8881
F 518-272-8935
PRINTER snyderprinter.com

Town of Halfmoon New York
324 Route 146
2 Halfmoon Town Plaza
Halfmoon, NY 12065

02/02/26
Estimate: 69170

Dear Kate,

We are pleased to provide you with the following quotation:

Description: Navigator Newsletter - 24 Page Self Cover - Spring 2026
Size: 17 x 11 (Flat) - 8.5 x 11 (Finished)
Number of Pages: 24 Page Self Cover
Artwork: Electronic File Supplied (Press Ready PDF)
Bleeds: NO
Proofs: PDF Proof for Approval
Stock: 70# Satin Text - White
Inks: 4 Color Process Throughout
Other: Printing 20 Micron Staccato Screening
Bindery: Fold Signatures
Bindery: Saddle Stitch & Trim to 8.5x11
Other: Pack for Mailing (Everyday Door Direct Mail - EDDM)
Other: Process and Mail 14,600 (Residential ONLY) - 3 Zip Codes - 19 Routes
Other: This # may change when we run the lists again the week of 10/23/26.
Other: Postage Additional - Approximately \$3,374.59
Delivery: 150 to: Supervisor's Office - Town of Halfmoon (Via: Snyder Van)
Delivery: 14,600 to: USPS

Quantity: 14,750
Price: \$7,850.00

Thank you for this opportunity.

Sincerely,

Dean Snyder

Paper based on current pricing, subject to change. Unless otherwise stated, this proposal is subject to acceptance of the standard printing trade customs, terms and conditions as designated on a separate sheet to be provided upon request.



Mohawk Chevrolet
 639 State Route 67
 Ballston Spa
 NY, 12020
 mohawkchevrolet.com

Deal #
 319395

Dylan T Haraden
 Contact Sales: (518) 371 - 5400
 info@mohawkchevrolet.com

DH

Town Of Halfmoon
 +1(518) 371 - 7410 | fitron1@townofhalfmoon-ny.gov
 Clifton Park, NY

2026 Chevrolet Silverado 2500HD
 Work Truck

Color : Summit White
 Work Truck | 4x4 | 6.6L V8 | GAS | Truck/Van | 5

Cash

\$0.00	\$50,214.65
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Payment Detail

MSRP	\$56,965.00
Discount	\$6,949.78
Selling Price	\$50,015.22
DMV/Registration	\$24.49
Documentation Fees	\$175.00
Total Taxes	\$0.00
Unpaid Cash Balance	\$50,214.65

DRAFT

Notes: Franklin County Contract 25-1029-1 Pricing (11.85% MSRP Discount)

X

Customer Signature & Date

X

Roger L Kallop | Manager Signature & Date

Payments offered here are all subject to final credit approval from the lending institution. Vehicle Price does not include accessories and is before Taxes and/or applicable fees. Lessees in some cases require additional cash for Security Deposit, and at Lease's End. Lessee is responsible for \$0.25 per Mile over 10000 Miles per year. Wear and tear guidelines apply. All prices, specifications, and availability subject to change without notice.

MUTUAL AID AND ASSISTANCE AGREEMENT

WHEREAS, the safety of the citizens of the State of New York is of the utmost importance to all levels of state and local government;

WHEREAS, the Town of Halfmoon and the Town of Clifton Park seek to enter into a Mutual Aid and Assistance Agreement in order to provide for the sharing of resources, personnel and equipment in the event of a local disaster or other emergency or other circumstances as approved by the Highway Superintendents;

WHEREAS, the Town of Halfmoon and the Town of Clifton Park seek to enter into a Mutual Aid and Assistance Agreement that also enable the municipalities to utilize the equipment and/or assist one another in the appropriate manner when necessary as agreed upon by the Town Highway Superintendents of the municipalities;

WHEREAS, the State of New York and the Federal Emergency Management Agency (FEMA) have recognized the importance of the concept of written mutual aid agreements between all levels of government to facilitate reimbursement and

WHEREAS, pursuant to the Constitution of the State of New York, municipalities are allowed to enter into mutual aid and assistance agreements which may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services during a natural or man-made disaster and/or other emergency or other circumstance as approved by the Highway Superintendents;

NOW THEREFORE, the parties agree as follows:

SECTION I

DEFINITIONS:

- A. **"Agreement"** shall mean this document, the "Intrastate Mutual Aid Agreement for Disasters and Other Emergencies"
- B. **"Aid and Assistance"** shall include, but not be limited to, personnel, equipment, facilities, services and supplies and other resources.
- C. **"Authorized Representative"** shall mean an official of a party to this Agreement who has been authorized in writing by that party pursuant to the terms of this Agreement, to request, offer, or provide assistance under the terms of this Agreement.
- D. **"Disaster or Other Emergency"** shall mean the occurrence or imminent threat of widespread or severe damage, injury, loss of life or property resulting from an intentional, accidental or unintended release of any substance in or material in any form or quantity which poses an unreasonable risk to the safety and health and to the property when released, natural incidents, explosions, fires, collapses, or other incident which directly affects public safety.
- E. **"Provider"** means a party to this Agreement that has received a request to furnish aid and assistance to the party in need ("Recipient").
- F. **"Recipient"** means a party to this Agreement receiving aid and assistance from another party.

SECTION II.

OBLIGATIONS OF THE PARTIES

- A. **Provision of Aid and Assistance** – Pursuant to the terms and conditions set forth in this Agreement, the parties hereto shall provide each other with aid and assistance in the event of a local disaster or emergency or in situations where one municipality may be able to assist the other while not incurring large expenses. It is mutually understood that each party's foremost responsibility is to its own citizens. This Agreement shall not be construed to impose an absolute obligation on any party to this Agreement to provide aid and assistance pursuant to request from another party. Accordingly, when aid and assistance have been requested, a party may deem itself unavailable to respond and shall so inform the party setting forth the request.
- B. **Procedures for Requesting Assistance** – Requests for assistance shall be made by the Authorized Representative of a party to the Authorized Representative of the other party. Such request must indicate that it is made pursuant to this Agreement. Such request may be made by telephone. In a Local Disaster or Emergency situation the request shall be followed as soon as practicable by a written confirmation of that request.
- C. **Designation of Authorized Representative** – Each party to this Agreement shall designate an Authorized Representative. Such designation shall be communicated, in writing, to the Chief Executive Officer of the other party upon the execution of this Agreement. Such designation may be amended at any time by the Chief Executive Officer of a party upon timely notice.
- D. **Traveling Employees for Local Disaster or Emergency Situation** – Unless otherwise specified by Recipient or agreed by the parties in writing, it is mutually understood that Recipient will provide for the needs of the Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's personnel, including, without limitation, transportation expenses for travel to and from the disaster area, food and if necessary, lodging. If Recipient cannot provide such food and/or lodging at or near the disaster area, the Recipient shall so advise the Provider, and shall specify in its request for assistance that only personnel who can provide for their own needs are requested. It is understood that no such expenses will be provided when assistance is being proffered on a non-emergency basis.
- E. **Supervision and Control for Local Disaster or Emergency Situation** – The Provider shall designate supervisory personnel amongst its employees sent to render aid and assistance to the Recipient. Recipient shall provide necessary credentials to the Provider's personnel authorizing them to operate on behalf of the Recipient. Recipient shall assign work tasks to Provider's supervisory personnel, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordination between Provider's supervisory personnel and Recipient. Based upon such assignments set forth by Recipient, Provider's supervisory personnel shall have the authority to:
1. Assign work and establish work schedules for Provider's personnel;
 2. Maintain daily personnel time records, material records, and a log of equipment hours;
 3. Report work progress to Recipient at regular intervals as specified by Recipient.

It is understood that this information will not be provided when assistance is being proffered on a non-emergency basis.

- F. **Period of Service, Renewability, Recall for Local Disaster or Emergency Situations** – Unless agreed otherwise, the duration of the Provider's assistance shall be for an initial period of twenty-four (24) hours, starting from the time of arrival. Thereafter, assistance may be extended in increments agreed upon by the Authorized Representatives of Provider and Recipient. Provider's personnel, equipment and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least eight (8) hours advance notification to Recipient of Provider's intent to terminate such assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

SECTION III.

REIMBURSEMENT FOR LOCAL DISASTERS OR EMERGENCY SITUATIONS

- A. Except as otherwise provided below, it is understood that Recipient shall reimburse Provider for the following documents, costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient.
1. **Personnel** – During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations and agreements.
 2. **Equipment** – Provider shall be reimbursed by Recipient for the use of its equipment during the period of assistance according to established FEMA equipment rates.
 3. **Material and Supplies** – Provider shall be reimbursed for all materials and supplies furnished by it, used or damaged during the period of assistance. The Recipient shall not be responsible for reimbursing Provider for the costs of any damage caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care at all times in the use and control of all materials and supplies used by them during the period of assistance. The measure for reimbursement for materials and supplies shall be determined in accordance with FEMA and New York State reimbursement policies. In the alternative, the parties may agree in writing that Recipient will replace the materials and supplies used or damaged, with materials and supplies of like kind and quality.
- B. **Recording Keeping** – Recipient shall provide information, directions and assistance for record keeping to Provider's personnel, Provider shall maintain records and invoices for reimbursement.
- C. **Billing and Payment** – Provider shall send an invoice for reimbursable costs and expenses, together with appropriate documentation as required by Recipient, as soon as practicable after said costs and expenses are incurred, but not later than forty-five (45) days following the period of assistance. Recipient shall pay the bill, or advise of any disputed items, not later than forty-five (45) days following the billing date.
- D. **Inspection of Records** – Provider agrees that it shall make its records regarding costs and expenses for assistance provided under this Agreement available for audit and inspection upon request by the Recipient, New York State and federal government, and shall

maintain such records for at least seven (7) years after the date of final payment under this Agreement.

SECTION IV.

PROVIDER'S EMPLOYEES

- A. ***Rights and Privileges*** – Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall remain the responsibility of the Provider and retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographic limits of the Provider.
- B. ***Workers' Compensation*** – Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees due to personal injury or death occurring during the periods of such time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such Workers' Compensation benefits only to their own respective employees.

SECTION V.

NONDISCRIMINATION

In accordance with Article 15 of the Executive Law ("Human Rights Law"), and all other applicable local, State and Federal constitutional, statutory and administrative nondiscrimination provisions, the parties to this Agreement shall not discriminate against any employee or applicant for employment on account of race, creed, color, sex, national origin, disability, Vietnam-Era Veteran status or marital status.

SECTION VI.

HOLD HARMLESS

To the extent permitted by law, each party (as Indemnitor) agrees to protect, defend, indemnify, and hold the other party (as Indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and nature arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of Indemnitor's negligent acts, errors and/or omissions. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day to day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

SECTION VII.

AMENDMENTS

This Agreement may be modified at any time upon the mutual written consent of the

parties. Additional municipalities may become parties to this Agreement upon the acceptance and execution of this Agreement.

SECTION VIII.

DURATION OF AGREEMENT

- A. **Term** -- This Agreement shall be for a term of five (5) years from the date of execution by both parties, unless the Agreement is renewed or terminated as set forth in this section.
- B. **Renewal** -- This Agreement may be extended for an additional five (5) year term by written agreement of the parties hereto.
- C. **Termination** -- Any party may terminate this Agreement upon thirty (30) days written notice. A termination shall not affect the obligation of any party to reimburse the other for the costs and expenses of rendering aid and assistance incurred prior to the effective date of termination.

SECTION IX.

SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. In the event that parties to this Agreement have entered into other aid and assistance agreements, those parties agree that, to the extent a request for aid and assistance is made pursuant to this Agreement, those other aid and assistance agreements are superseded by this Agreement.

SECTION X.

EFFECTIVE DATE

This Agreement shall take effect upon its execution by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) herein set forth

DATED: _____

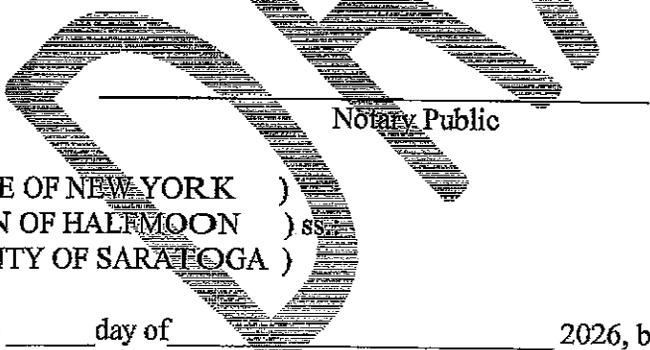
BY: _____

DATED: _____

BY: _____

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

On the _____ day of _____, 2026, before me the undersigned, personally appeared, WILLIAM BYRANS, JR., 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 he acknowledge to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of who, the individual acted, executed the instrument.

A large, stylized notary seal for a Notary Public in Saratoga County, New York. The seal features a central emblem with a shield and a plow, surrounded by the text "NOTARY PUBLIC" and "SARATOGA COUNTY, NEW YORK".

Notary Public

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

On the _____ day of _____, 2026, before me the undersigned, personally appeared, DAHN BULL, 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 he acknowledge to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of who, the individual acted, executed the instrument.

Notary Public

**AGREEMENT BETWEEN THE
TOWN OF HALFMOON
AND
ELLA MCGUINNESS**

THIS AGREEMENT, entered into on the _____ day of February, 2026, 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 Ella McGuinness, _____, hereinafter referred to as the INTERN.

WHEREAS, the INTERN is desirous of receiving training that would be similar to that which would be given in an educational environment, including clinical and other hands-on training; and

WHEREAS, the TOWN is desirous of enabling the education and training of our youth;

NOW THEREFORE, BE IT AGREED AS FOLLOWS:

1. That the INTERN agrees to indemnify and shall hold harmless the TOWN to the fullest extent permitted by law, from any claim, arising out of the internship, including acts or omissions and from any and all losses whatsoever, whether for personal injuries or property damage, civil or criminal sanctions or penalties, including but not limited to the cost of litigation, attorney's fees, filing fees and expenses of each and every nature caused, contributed to or occasioned.
2. The INTERN agrees and understands that they are a volunteer with the TOWN and there will be no compensation, payment, remuneration or benefits provided for any services, work, tasks, assignments or duties. The INTERN also understands and acknowledges their status as a volunteer may be terminated at any time, for any reason or cause by the TOWN.
3. The INTERN agrees to abide by the TOWN's Employee Manual, as applicable, and agrees not to disclose, publish or use any and all information and documents learned, gathered or obtained in the course of their volunteer activities that is not already public information or available to the public. The INTERN agrees not to remove any equipment, property or items of any kind from TOWN or remove, copy or reproduce by electronic, photocopier or other means, any documents, files, folders, maps, plans or other items submitted to the TOWN.
4. 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.

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

DATED: _____

TOWN OF HALFMOON

By: _____
Lyn Murphy, Town Attorney

DATED: _____

By: _____
Ella McGuinness, Intern

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

On the ____ day of February, 2026, before me the undersigned, personally appeared, LYN A. MURPHY, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon whose behalf of which the individual acted, executed the instrument.

Notary Public

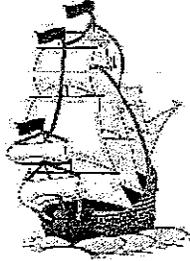
STATE OF NEW YORK)
TOWN OF _____)ss.:
COUNTY OF SARATOGA)

On the ____ day of February, 2026, before me the undersigned, personally appeared, ELLA MCGUINNESS, 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: February 18, 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 February 26, 2026, Abstract for engineering and related fees.

DEBIT:	Revenues	25-980	\$2,470.00
	Subsidiary: Home & Community Services		
		25-4-2189.00	\$2,470.00
CREDIT:	Appropriations	25-960	\$2,470.00
	Subsidiary: Engineering Contractors Inspections		
		25-5-1440.40	\$2,470.00

<u>NAME</u>	<u>AMOUNT</u>
Mott Orchard	\$2,470.00

Total	<u>\$ 2,470.00</u>
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