

The December 18, 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
Kelly L. Catricala, Town Clerk
Lyn A. Murphy, Town Attorney
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 2:00 pm to 5:00 pm inside the Town Hall starting in October. Come visit our local farms, crafters, and vendors that will be on hand every week.

HALFMOON COMPREHENSIVE PLAN UPDATE PAGE: is live at <https://www.planhalfmoon.com>. 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.

RED CROSS BLOOD DRIVE: Thursday December 26th at the Halfmoon Town Hall, 2 Halfmoon Town Plaza, Halfmoon, NY 12065 from 1:00 pm to 6:00 pm

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.

Councilman Hotaling: The Halfmoon Comprehensive Plan we have some updates coming soon, we will have meetings here, and a press release should be going out next week. Thank you.

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.

Councilman Wasielewski: Thank you Mr. Supervisor. I just wanted to wish all the resident a happy holiday and thank all of the town employees for all of their efforts throughout 2024. Makes me proud to be a resident of Halfmoon and to be on this board. Merry Christmas and Happy New Year!

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. To echo Councilman Wasielewski's statement, we have had many successes throughout 2024. This year provided a great service to our residents, and going into 2025 we will have another great year as our employees are dedicated and committed to putting out a quality product day in and day out, and happy holidays to all!

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.

Councilman Catricala: I would like to wish everyone a safe and happy holiday. Thank you.

Kelly L. Catricala: (Town Clerk)

I have no report this evening, thank you.

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

Lyn Murphy, Esq., (Town Attorney)

Attorney Murphy: Yes, thank you. I would ask the board to consider a resolution to purchase a Crosswind Single-Engine Regenerative Air Sweeper from Joe Johnson Equipment, LLC. It's off Sourcewell contract, so you do not need to go out to bid on it. 093021-ELG, in the not to exceed amount of \$393,019.00.

Supervisor Tollisen: I will note that we do have budget funds for this purchase. Anything further Ms. Murphy?

Attorney Murphy: Nothing, other than happy holidays, Merry Christmas to all. Thank you.

RESOLUTION NO.363 -2024

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

RESOLVED, that the Town Board authorizes the Superintendent of Highways to purchase a Single-Engine Regenerative Air Sweeper pursuant to Sourcewell Contract #093021-ELG in the not to exceed amount of \$393,019.00 from Joe Johnson Equipment, LLC consistent with the proposal dated 11/5/2024 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.

Cathy Drobny, Esq. (Deputy Town Attorney)

I have no report this evening, thank you.

PUBLIC COMMENT (For Discussion of Agenda Items) No one came forward.

DEPARTMENT REPORTS

1. Town Justice Suchocki Total # Cases 91 Total Fees Submitted to the Supervisor- \$12,316.00

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

CORRESPONDENCE

1. Received from West Crescent Fire District, their official results of the 2024 Fire Commissioners Election.

Received & Filed

2. Received from the Halfmoon Fire District #1, their 2024 Fire Commissioner Election results.

Received & Filed

3. Received from Halfmoon-Waterford Fire District, their election results for Commissioner.

Received & Filed

4. Received from Highway Superintendent Bill Bryans, the holiday hours for the Transfer Station.

The Transfer Station will be open on: Monday, December 23rd, from 8:00 AM to 12:00 PM. Monday, December 30th, from 8:00 AM to 12:00 PM. Please note that the Transfer Station will be closed to observe the following holidays: Christmas Eve, Tuesday, December 24th. New Year's Eve, Tuesday, December 31st. Halfmoon Highway Superintendent and Caretaker of the Transfer Station, Bill Bryans, stated: "The holiday season is a special time for family, friends, and festivities. We want to make sure that our residents can enjoy the holidays without worrying about their waste disposal needs. By offering special hours at the Transfer Station, we hope to make it easier for everyone to manage their holiday activities and help keep our town clean. We appreciate your understanding and wish all residents a blessed and joyous holiday season."

Received & Filed

OLD BUSINESS

NEW BUSINESS

RESOLUTION NO.352 -2024

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

Resolution Introduced by Town Clerk Catricala

RESOLVED, that the Town Board approves the minutes of the Town Board Meeting of December 04, 2024.

RESOLUTION NO.353-2024

Offered by Councilman Hotaling, seconded by Councilman Wasielewski: 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 hereby authorizes the Supervisor to enter into an agreement with Benjamin C. Ildefonso to pay for the education and training necessary to obtain a Commercial Driver's License on the condition that Benjamin C. Ildefonso commit to remaining a Town Employee for a period of 5 years after obtaining his Commercial Driver's License, and hereby authorizes the Supervisor to execute said agreement, subject to the review and approval of the Town Attorney.

RESOLUTION NO.354-2024

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

Resolution Introduced by Comptroller Sullivan

RESOLVED, that the Town Board hereby approves the Comptroller's Report for the month of November 2024 as presented.

RESOLUTION NO.355-2024

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

Resolution Introduced by Supervisor of Buildings and Grounds Maiello

RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with MJ Engineering and Land Surveying, P.C. to provide engineering services for Phase 1A/1B archeological survey together with Artifact Identification for the Erie Towpath Trail Link consistent with the proposal submitted by MJ Engineering dated November 26, 2024, in the not to exceed amount of \$4823.00 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.356-2024

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

Resolution Introduced by Town Supervisor Tollisen

RESOLVED, that the Town Board hereby acknowledges and accepts \$50,000.00 from the State through the State and Municipalities (SAM) grant for an Outdoor Game Pavilion and authorizes the Supervisor to sign any necessary documentation to proceed with the project, subject to the review and approval of the Town Attorney.

Supervisor Tollisen: This is part of an overall master plan for the Senior Center this will double for the seniors and our youth for the summer rec. program.

RESOLUTION NO.357-2024

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

Resolution Introduced by Superintendent of Highways Bryans

RESOLVED, that the Superintendent of Highways has determined that a 2014 Ford e-450 Suburban owned by the Town of Halfmoon is equipment that should be sold or otherwise disposed of on Auctions International as it is no longer of use to the Town, subject to the review and approval of the Town Attorney.

RESOLUTION

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

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

WHEREAS, the Superintendent of Highways has determined that a 2014 Ford e-450 Suburban currently owned by the Town of Halfmoon should be sold or otherwise disposed of as it is no longer of use to the Town; and

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

WHEREAS, the Superintendent of Highways has the training and experience to determine what items should be placed on the Auction website and what items should be otherwise disposed; and

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Superintendent of Highways may dispose of a 2014 Ford e-450 Suburban by placing it on Auctions International.
2. That this Resolution shall take effect immediately.

DATED: December 18, 2024

KELLY CATRICALA TOWN CLERK
TOWN OF HALFMOON

RESOLUTION NO.358-2024

Offered by Councilman Hotaling, 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 Supervisor to enter into an Intermunicipal Agreement with the Town of Clifton Park to provide mutual assistance in maintaining the roads during snow season until the Riverview Road Bridge is reopened to ease the difficulties created by the closing of the bridge, subject to the review and approval of the Town Attorney.

Supervisor Tollisen: This is in respect to the Riverview Road Bridge, we are expecting it to be open at some point in the near future, but just to make sure that we are making the most efficiency we can with the two towns working together to make sure the residents of both towns are taken care of properly.

Councilman Hotaling: I would just like to thank everyone who worked on this, this is huge that we can work together with the other towns.

RESOLUTION NO.359-2024

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

RESOLVED, that the Town Board hereby approves an expenditure in the not to exceed amount of \$33,800 to pay for the engineering services associated with surveying and preliminary design for the Champlain Canalway Trail and Pedestrian Bridge Project in accordance with the proposal dated November 18, 2024, said monies to come from the Recreation Fees located in the Special Revenue Fund, and to authorize the Supervisor to sign any and all documentation needed to proceed with this project, subject to the review and approval of the Town Attorney

RESOLUTION NO.360-2024

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

RESOLVED, that the Town Board hereby authorizes the Supervisor to enter into an agreement with MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. to provide professional services associated with MS4 technical and regulatory support consistent with the proposal submitted by MJ Engineering dated December 4, 2024, in the not to exceed amount of \$25,000.00 on a temporary, as needed basis as approved by the Department Manager and the Town Supervisor, 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.361-2024

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

RESOLVED, that the Town Board hereby acknowledges and accepts \$55,000.00 from the Hudson River Valley Greenway to conduct a feasibility study for the Halfmoon Crescent Road Bike and Pedestrian Extension and authorizes the Supervisor to sign any necessary documentation to proceed with the project, subject to the review and approval of the Town Attorney.

RESOLUTION NO.362-2024

Offered by Councilman Connors, seconded by Councilman Wasielewski: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala. Resolution Introduced by that the Town Board 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) Hearing from no one, Supervisor Tollisen wished everyone Merry Christmas, happy holidays, and thanked the Town of Halfmoon team for all that they do, acknowledging that they go above and beyond for the residents. The meeting was adjourned.

ADJOURN

There being no further business to discuss or resolve on a motion by Councilman Connors and seconded by Councilman Catricala, the meeting was adjourned at 7:10 pm.

Respectfully Submitted,

Kelly L. Catricala Town Clerk

November 26, 2024



SENT VIA EMAIL ONLY

Kevin Tollisen
Town Supervisor
Town of Halfmoon
2 Halfmoon Town Hall Plaza
Halfmoon, NY 12065
Email: ktollisen@townofhalfmoon.org

Re: Erie Canal Towpath Trail Link
Town of Halfmoon, NY
MJ Project No. 1826
Supplemental Proposal for Phase 1A/1B Archaeological Survey

Dear Supervisor Tollisen,

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. (MJ) is pleased to provide The Town of Halfmoon (Town) this proposal for additional professional services associated with the Erie Canal Towpath Trail Link (Project). The project will include a combination of off-road and on-road trail segments along Towpath Road / Old Canal Road in the Town. MJ's project understanding and associated Scope of Services are included below.

PROJECT UNDERSTANDING

Based upon the project scope of work and requirements set forth by the New York State Historic Preservation Office (NYSHPO), MJ understands the following:

- The project includes the design of 1,925 linear feet of an 8'-0" multi-use path and 2,250 linear feet of shared use lanes, including road markings, traffic and wayfinding signage, crosswalks, and stone bollards.
- The project is funded through the New York State Department of Environmental Conservation (NYSDEC)'s Climate Smart Communities Grant (CSCG) program with the Town responsible for 50% of the funding.
- The project is located within an archaeologically sensitive area.

NYSHPO's Archaeology Unit has determined that Phase 1A/1B archeology survey is warranted for this project as archaeological deposits may exist below the proposed roadside path alignment. A 36 CFR 61 qualified archaeologist should be retained to conduct the survey.


Based upon the above understanding, MJ offers the following Scope of Services for your consideration.

SCOPE OF SERVICES

Task 01: Phase 1A Literature Review and Sensitivity Assessment

1. Review the CRIS database to identify previously recorded archaeological sites located within or immediately adjacent to the Project.

 21 Corporate Drive
Clifton Park, NY 12065

 518.371.0799
mj@mjteam.com
mjteam.com

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



2. Review of the National Register of Historic Places and CRIS inventory of previously identified historic-architectural resources, to determine if any historic structures are located adjacent to the Project.
3. Identification and review of previous cultural resources survey reports conducted in the vicinity of the Project.
4. Review of historical research materials, with particular emphasis on historic cartographic resources.
5. Review of available information regarding previous construction, buried utilities, and other documented ground disturbance within the proposed area of potential effect (APE).

Task 02: Phase 1B Archaeological Field Investigation

1. The location of the APE near the Erie Canal necessitates deeper shovel tests than normal for the detection of intact, subsurface archaeological deposits per the New York Archaeological Council (NYAC) Standards.
2. Shovel tests will be approximately 18 inches in diameter and excavated to an approximate depth of one meter below the surface to test for deeply buried cultural horizons. Notes describing soil stratigraphy, recording whether any artifacts were recovered, and any other relevant observations will be recorded on standardized field forms. All soils excavated from shovel tests will be screened through quarter-inch hardware cloth.
3. The locations of all shovel tests and/or archaeological finds will be recorded with professional grade GPS equipment.
4. The Phase 1B field work is anticipated to require up to two days by a team of two archaeologists and will be completed during a single mobilization.

Task 03: Artifact Identification

1. In the event that artifacts are observed or recovered, staff will record standard provenance information in the field and collect each artifact (or a representative sample) in sealed plastic bags per standard archaeological field practices.

All recovered materials will be washed, dried, and cataloged per standard archaeological laboratory procedures to prepare an artifact inventory for inclusion in the Phase I report.

3. The presence of materials such as coal, cinder, brick, and modern materials will be noted but these materials will not be recovered for further processing or analysis.

Task 04: Phase 1A/1B Archaeological Survey Report

1. The results of the Phase I archaeological survey will be presented in an illustrated report prepared in accordance with the NYSHPO Guidelines. The report will include descriptions of the methods and results of the survey, descriptions of any archaeological sites discovered during the survey, and appropriate maps depicting all archaeological survey and site locations. The report will also include appropriate recommendations to assist the project to avoid, minimize, or mitigate impacts to archaeological sites in a cost-effective and efficient manner.



2. A draft copy of the report will be provided to the Town in digital format for one round of review and comment. The final revised report will be provided in digital format.

ASSUMPTIONS

The following assumptions were made in the development of this proposal:

1. The Town will coordinate any necessary access to the property.
2. Subsurface testing will involve the excavation of approximately 23 shovel tests throughout the 1.3-acre APE.
3. No more than 25 artifacts requiring laboratory processing will be recovered.
4. No more than one archaeological site requiring description in the Phase I survey report will be identified.
5. No human remains will be identified in the Phase IB field work.
6. Deep-testing that requires mechanical equipment will not be necessary for the Phase I survey.
7. For the purposes of health and safety, staff will not conduct archaeological surveys in areas which are actively—or were recently—being treated with chemical fertilizers, manure, herbicides, and/or pesticides.
8. Archaeological field work will not be conducted during conditions when the ground is frozen or snow-covered.

TASKS NOT INCLUDED IN THIS PROPOSAL

The following efforts are excluded from this scope of services:

1. Any additional (Phase II or III) field work that may be necessary for archaeological sites identified in the Phase I field work is not included in this proposal.

SCHEDULE

The outlined tasks will be performed within the following durations:

Description	Completion
Task 1 – Phase 1A Literature Review and Sensitivity Assessment	1 week after authorization
Task 2 – Phase 1B Archaeological Field Investigation	2 weeks after authorization
Task 3 – Artifact Identification	2 weeks after authorization
Task 4 – Phase 1A/1B Archaeological Survey Report	2 weeks after Tasks 2&3



The schedule assumes there are no significant changes or delays resulting from decisions, conditions and/or events beyond MJ's control.

FEE

MJ received two (2) bids for the above-listed services and is recommending the lowest responsible bidder, Powers Archaeology LLC. MJ proposes to complete the above-listed services for the following fees.

Description	Billing Type	Fee
Phase I (IA & IB)	Lump Sum	\$ 4,823
Subconsultant Management & Coordination	Lump Sum	\$ 500
Total Fee for Supplemental Services		\$ 4,823
Original Contract Lump Sum Total		\$ 101,700
Total Contract Lump Sum Total		\$ 106,523

MJ will invoice the **Town** in accordance with the contract requirements. The fee assumes there are no significant changes resulting from decisions, conditions and/or events beyond MJ's control.

SUMMARY

Thank you for the opportunity to provide a proposal for this project. If the above scope of work is acceptable, please execute and return the Authorization to Proceed below in accordance with the Master Services Agreement between MJ and the **Town**. We look forward to the opportunity to continue to work with you on this project. Please do not hesitate to contact Lisa Wallin at 518-371-0799 or via email at lwallin@mjteam.com if you have questions or require additional information.

Sincerely,

 Michael D. Panichelli, P.E.
 President

Cc:

- Lisa Wallin, Associate / Highway Group Manager
- Lyn Murphy, Town Attorney
- Richard Harris, Coordinator – Building, Planning, and Development
- File



AUTHORIZATION TO PROCEED

In accordance with the Consultant Master Services Agreement dated **March 26, 2024** between MJ and the Client, I hereby authorize MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. to proceed with the scope of services as described above.

Printed Name

Title

Signature

Date

DRAFT

**Proposed Scope of Work and Lump Sum Budget Estimate for
Phase I (IA and IB) Cultural Resource Investigations for the
Proposed Halfmoon Erie Canal Towpath Trail Link Project,
Town of Halfmoon, Saratoga County, New York**

NYSOPRHP Review # 24PR05524
NYSDEC Project No. C01812
MJ Project No. 1826

Prepared For

MJ Engineering, Architecture,
Landscape Architecture, and Land Surveying, P.C.
21 Corporate Drive
Clifton Park, NY 12065

November 7, 2024

By

Powers Archaeology LLC
180 Avon Road
Rochester, NY 14625
Ph: (585) 266-4180
Email: paul@powersarchaeology.com
www.powersarchaeology.com

INTRODUCTION

This proposal has been prepared by Powers Archaeology LLC as requested by Ms. Megan Bacon, P.E. of MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. The proposed Halfmoon Erie Canal Towpath Trail Link Project will consist of Phase I (Phase IA and IB) Cultural Resource Investigations. The proposed project encompasses the development of a multi-use path on the north side of Towpath Road / Old Canal Road, from Clamsteam Road to Beach Road, within the town of Halfmoon, Saratoga County, New York. According to MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C., the area that will be impacted and requiring archaeological survey encompasses approximately 1.3 acres / .53 hectares along the north side of Towpath Road / Old Canal Road from Clamsteam Road to approximately 0.4 miles / .64 kilometers east of the intersection, as well as the corners of the intersection of Towpath Road / Old Canal Road and Beach Road (Attachment 1). Therefore, approximately 1.3 acres / .53 hectares are considered the Area of Potential Effect (APE). The proposed scope of work for Phase I Cultural Resource Investigations includes background research, field reconnaissance, and archaeological testing.

METHODOLOGY

Phase I Cultural Resource Investigation will be conducted by a qualified 36 CFR 61 Archaeologist, serving as Principal Investigator for the proposed project. A staff of highly qualified archaeological technicians and historic consultants will assist the Principal Investigator with Phase IA research and Phase IB fieldwork.

The Phase IA Cultural Resource Investigation of the proposed project will require the examination of archaeological, environmental, and historic literature pertinent to the project area. The primary objective of this research is to identify any recorded and potential historic and/or archaeological resources within the proposed project area, as well as determining the level of archaeological sensitivity. Phase IA investigations of the project area include an archaeological records check utilizing the New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP) Cultural Resource Information System (CRIS), an examination of historical maps and atlases, a review of documents reporting prior disturbance within the project area, an on-site field observation inspection to determine areas of prior disturbance and cultural sensitivity, a review of historical structures deemed potentially eligible or already listed on the State or National Register of Historic Places, the photo documentation of structures 50 years and older where permanent landscape alterations will occur, and the completion of a report explaining the results of the archaeological investigations.

The Phase IB Cultural Resource Investigation of the proposed project will consist of two parts: first the actual field investigations, and subsequently, data interpretation and report preparation. Cultural material recovered during the Phase IB field investigation will be analyzed. *A cost estimate for artifact processing will be provided prior to the initiation of lab work.* The laboratory work entails the cleaning, identification, cataloging, and housing of the cultural material in accordance to professional and legal standards. All notes, photographs, maps, and cultural material associated with the Phase IB work will be the property of Powers Archaeology LLC, unless different arrangements are made prior to the authorization to proceed. The final Phase I report for MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. will contain the results of the sensitivity assessment, field investigations, along with the data analysis.

The strategy for Phase IB field investigations will involve subsurface testing the APE. In accordance with the Request for Proposal (RFP) issued by MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. subsurface testing will involve the excavation of approximately 23 shovel tests throughout the 1.3-acre / .53-hectare APE. The shovel tests will be excavated by hand and will measure 18-in / 46-cm in diameter. Given the close proximity of the Erie Canal, shovel tests will be excavated to a depth of 39-in / 1-m below the surface in order to examine any potential deeply buried cultural horizons when possible. Shovel test units are plotted at 50-ft / 15-m intervals along linear transects. Additional shovel tests may be placed at a 25-ft / 7.5-m within areas of higher archaeological potential, as required by the NYSOPRHP. Should relevant cultural material be identified during a single shovel test unit, additional tests may be excavated around each artifact location to determine its archaeological context. Transects are oriented with a magnetic compass and are paced out depending on the project area field conditions. All shovel tests and

archaeological site locations will be recorded using professional grade GPS equipment. Excavated soils will be screened, and any recovered artifacts will be bagged by level of provenience and matrix. At the end of each field day, data collected will be reviewed. The documentation of field conditions, disturbance, and evidence of any structural foundations will be accomplished by photography.

In addition to the archaeological site file search, literature research, fieldwork and data analysis, the final report will include project maps and photographs that are in support of the conclusions presented by the report. The final report will offer any recommendations for following Phase II investigations if necessary. The Phase I Cultural Resource Investigation Report will be prepared in accordance with report standards approved by the NYSOPRHP and will be submitted to the NYSOPRHP unless otherwise directed. Any sites located within the project boundaries will be recorded and reported to the NYSOPRHP.

INSURANCE

In addition to rigorous certification and education qualifications, Powers Archaeology LLC is sure to not only carry the proper insurance required but generally exceeds the minimum requirements. Please contact Powers Archaeology LLC for more information.

PROJECT STIPULATIONS

A. MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. is responsible for determining the project area and boundaries.

B. MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. is responsible for providing any and all information pertinent to the project that is possessed by the MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. and its agents, including comments from relevant state and federal agencies.

C. This Phase I Cultural Resource Investigation proposal is based on all the information provided to Powers Archaeology LLC by Continental Plate, Inc., on behalf of MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. *Should any changes be made in the nature of the project, Powers Archaeology LLC reserves the right to revise the present project proposal and budget estimate.*

D. It is understood that the budgets provided include any and all consultations with NYSOPRHP, NYDEC, and any other relevant agencies.

E. The proposed budget estimate *does not* include a laboratory budget. Should there be a need for laboratory processing, a cost estimate will be provided by Powers Archaeology LLC for MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.. *Powers Archaeology LLC does not charge for the processing of 25 or fewer artifacts.*

F. MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. understand that archaeological surveys is weather dependent, and that fieldwork completion and report delivery may be delayed because of adverse weather conditions. Powers Archaeology LLC will notify MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. if weather delays fieldwork completion.

G. If MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. choose to have Powers Archaeology LLC complete the Phase I Cultural Resource Investigations work for the proposed Halfmoon Erie Canal Towpath Trail Link Project, **a signed authorization form or contract must be received for work to proceed.** A final invoice will be issued at the completion of the final report. Prompt payment is appreciated.

Proposed Scope of Work and Lump Sum Budget Estimate for
Phase I (IA and IB) Cultural Resource Investigations for the
Proposed Halfmoon Erie Canal Towpath Trail Link Project,
Town of Halfmoon, Saratoga County, New York

Summary:

Phase I Labor and Report Total:	<u>\$3,492.00</u>
Reimbursable Expenses:	
Mileage @ \$.67 / mile, approx. 500 miles	<u>\$339.00</u>
Hotel Cost @ \$130, 2 units	<u>\$260.00</u>
Meals (M & IE) @ \$59.00, 4 units	<u>\$236.00</u>
Phase I (IA and IB) Lump Sum Total:	<u>\$4,327.00</u>

If you choose to have Powers Archaeology LLC proceed with this project, please sign below, email or mail a copy of this page to:

Powers Archaeology LLC
180 Avon Road
Rochester, NY 14625
paul@powersarchaeology.com

All terms and conditions of this agreement are set out and no other conditions, promises, or representations are made. The undersigned have reviewed this proposal and budget, and verify the contents reflects the terms and conditions implied within. By signing below, authorization has been provided.

Authorized Representative

Signature _____

Date: _____

Title: _____

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.

Powers Archaeology LLC
 189 Avon Road
 Rochester, NY 14625

Telephone # 585-266-4180

paul@powersarchaeology.com

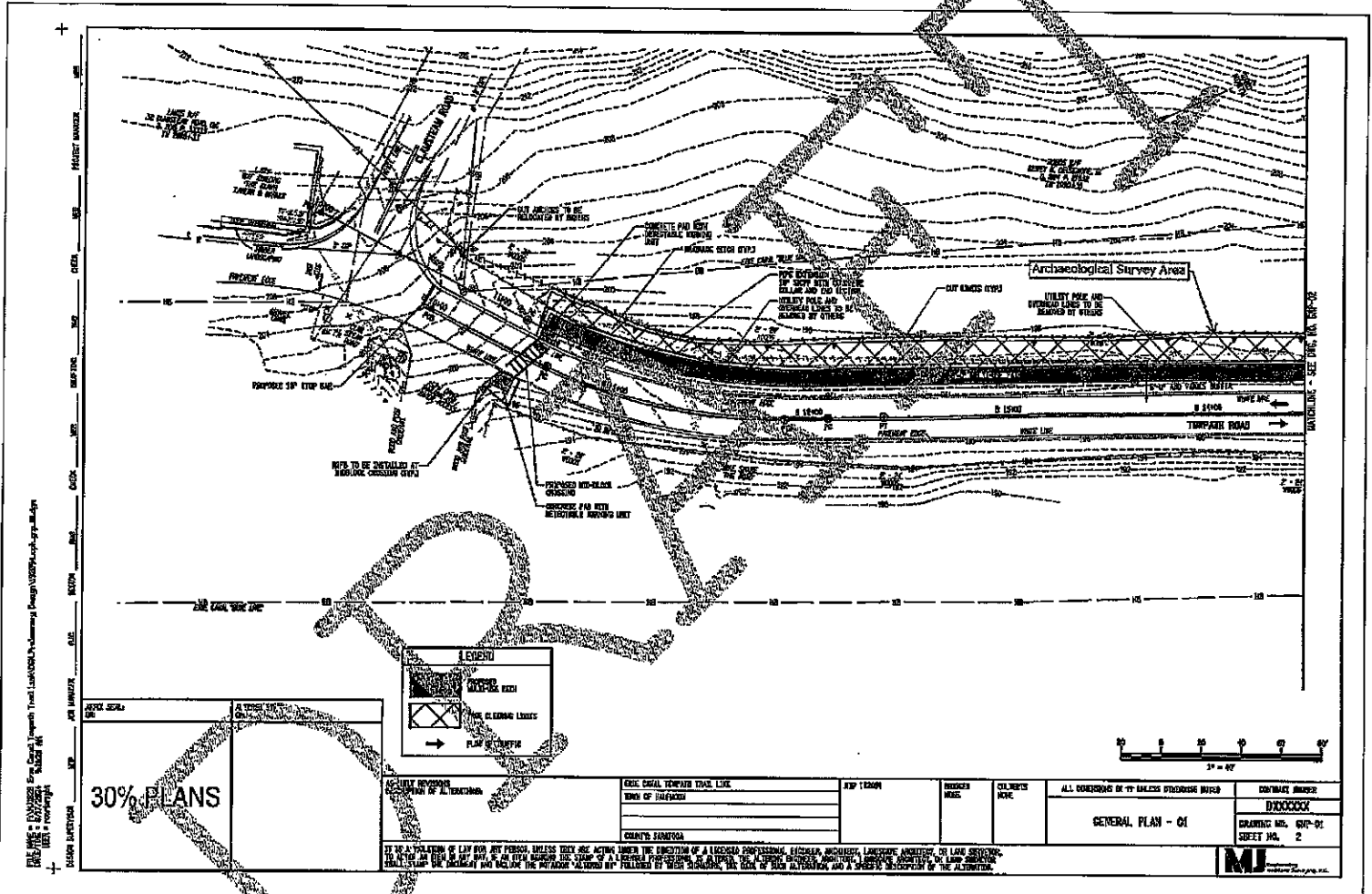
Budget Estimate

Budget Estimate for Phase I (IA and IB) Cultural Resource Investigations for the
 Proposed Halfmoon Erie Canal Towpath Trail Link Project, Town of Halfmoon, Saratoga County, New York

<u>Personnel Costs</u>	<u>Billing Rate</u>	<u>Hours Allocated</u>			<u>Totals</u>	<u>Individual Totals</u>
		<u>Field</u>	<u>Lab</u>	<u>Report</u>		
Principal Investigator	\$42.00	0.0	0.0	16.0	16.0	\$672.00
Field/Lab Supervisor	\$28.00	16.0	0.0	56.0	72.0	\$2,016.00
Crew Chief	\$24.00	0.0	0.0	16.0	16.0	\$384.00
Field/Lab Technicians	\$21.00	16.0	0.0	20.0	20.0	\$420.00
					Personnel Subtotal	\$3,492.00
<u>Miscellaneous</u>	<u>Billing Rate</u>	<u>Units</u>				
Vehicle Costs	\$0.670 / mile	500				\$335.00
Hotel Cost	\$130.00	2				\$260.00
Per Diem	\$59.00	4				\$236.00
					Project Total	\$4,323.00

Attachment 1
Project Plans Provided by
MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.

DRAFT



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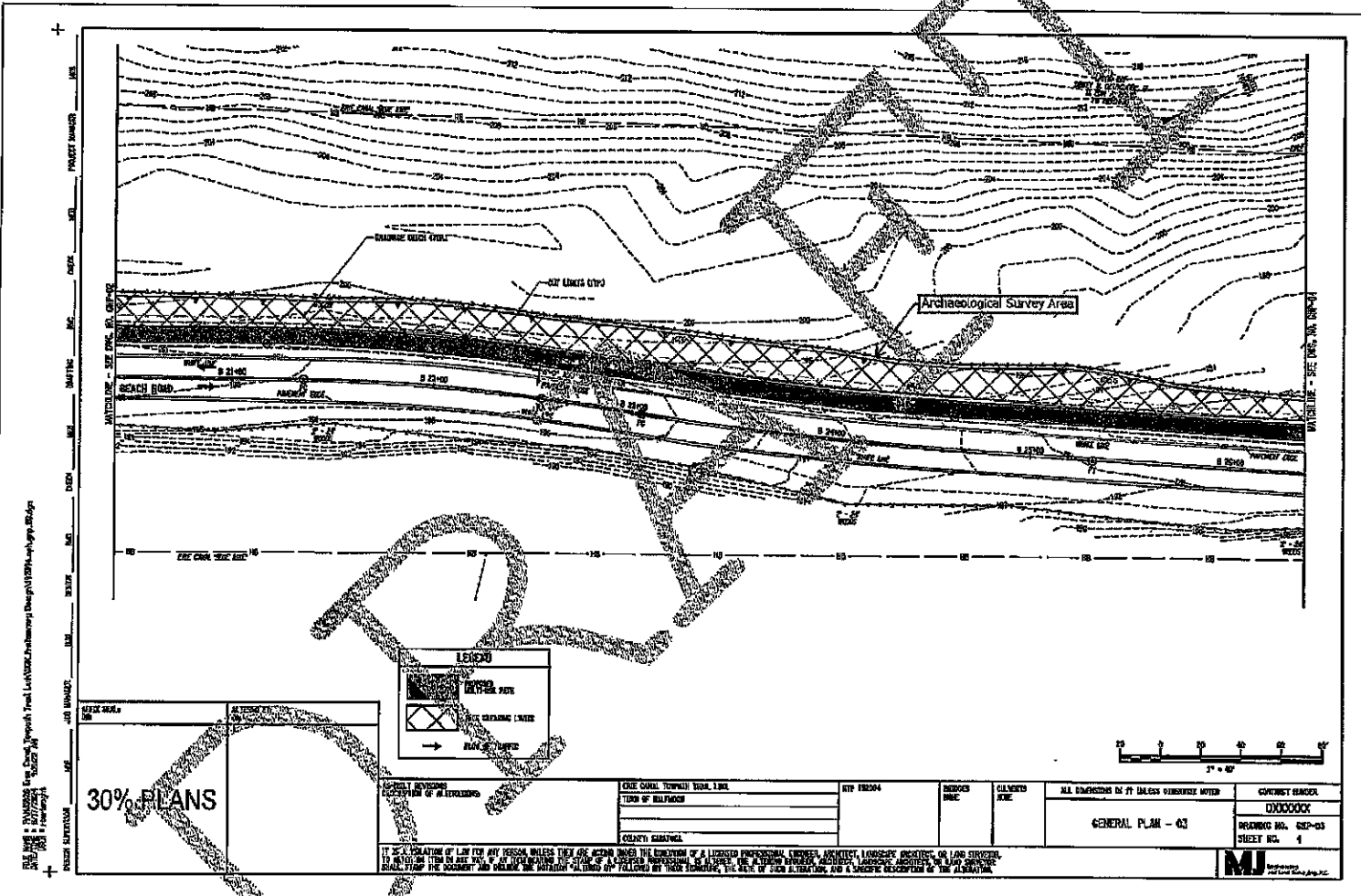
30% PLANS

LEGEND	
	PROPOSED ROADWAY
	PROPOSED SIDEWALK
	PROPOSED UTILITY LINES
	PROPOSED STORM SEWER

PROJECT NUMBER SHEET NO.	DATE DRAWING NO.	PROJECT NAME SHEET NO.	CONTRACT NUMBER DN00000
DESIGNER DRAWING NO.	CHECKED BY DRAWING NO.	ALL DIMENSIONS IN FEET UNLESS OTHERWISE NOTED	GENERAL PLAN - 01 DRAWING NO. 01P-01 SHEET NO. 2

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO MAKE OR USE ANY COPY OF THIS DRAWING FOR THE PURPOSE OF A PROJECT, THE ARCHITECT, ENGINEER, ARCHITECT, OR LAND SURVEYOR'S LIABILITY TO ANY PERSON SHALL BE LIMITED TO THE EXTENT OF THE CONTRACT "AS SHOWN BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH AGREEMENT AND A SPECIFIC DESCRIPTION OF THE VIOLATION.





30% PLANS
 PROJECT NUMBER: 03-03
 DRAWING NO.: 03P-03
 SHEET NO.: 1

30% PLANS

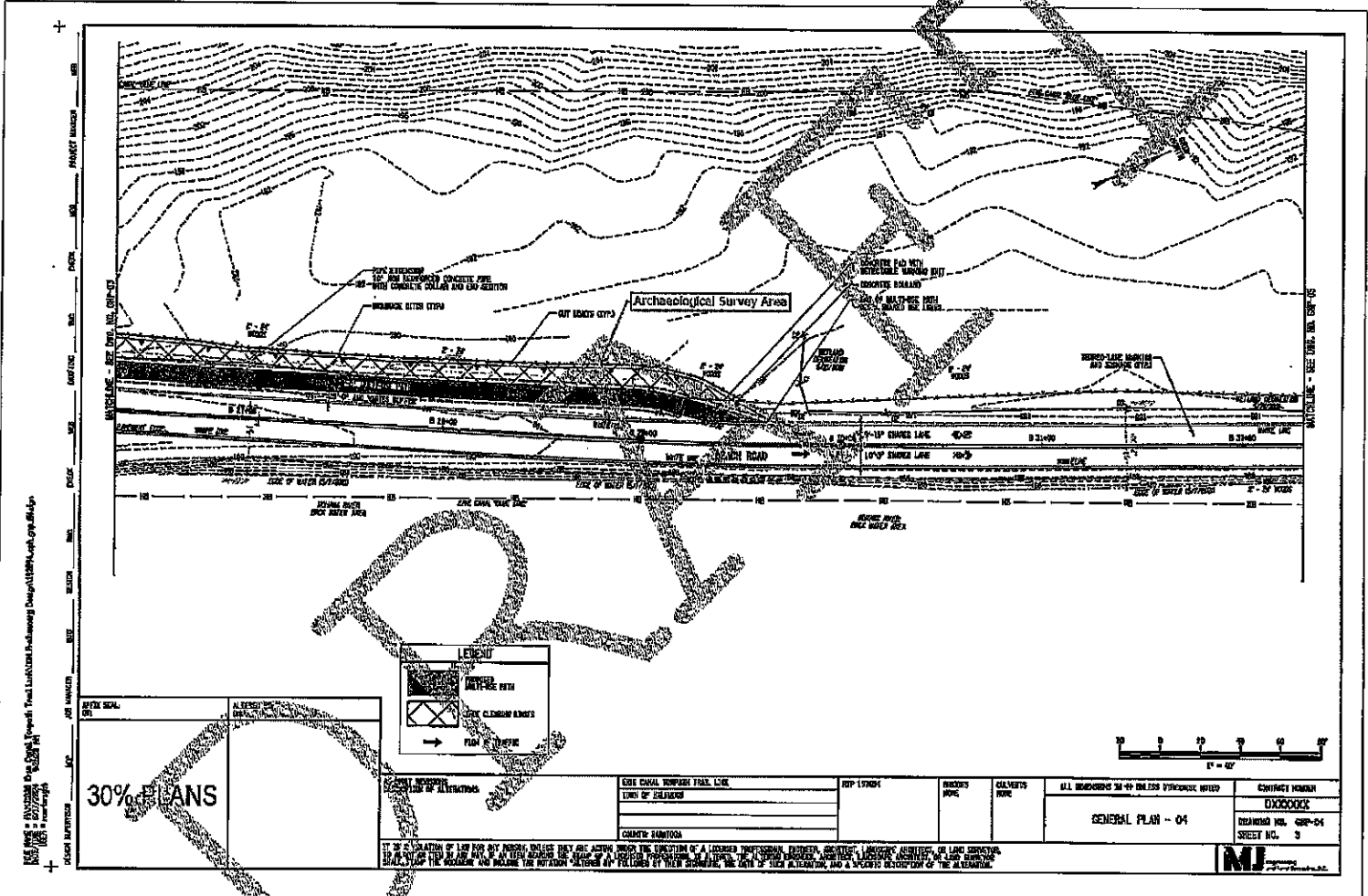
LEGEND

- ARCHAEOLOGICAL SURVEY AREA
- SEACH ROAD
- ROAD CENTERLINE

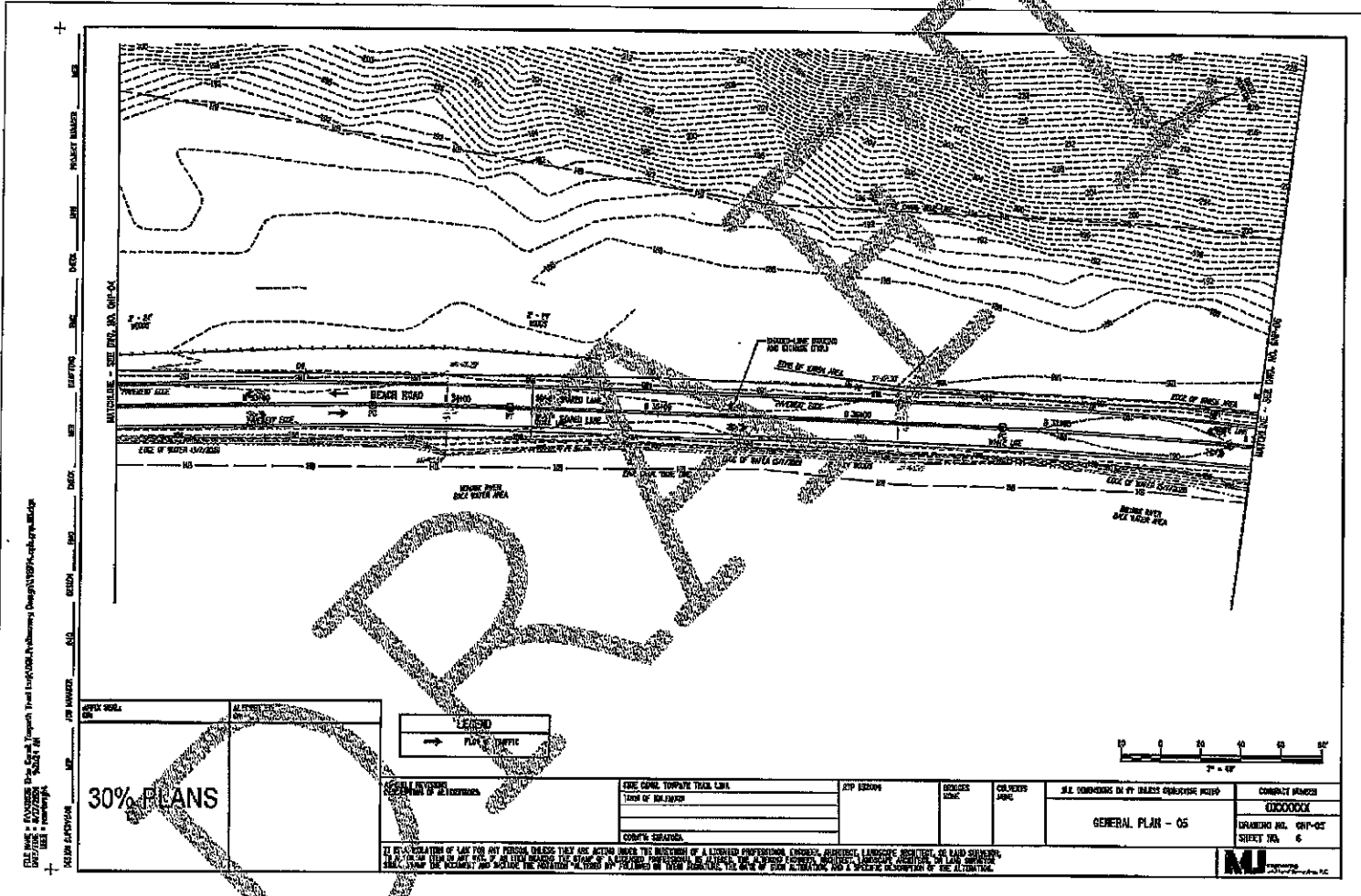
COUNTY REVISIONS DATE: _____ BY: _____	ONE CHALK TOWNHIP TOWN 1 NE TOWN OF BALTIMORE COUNTY OF BALTIMORE	RTP 17004	SHEETS: _____ OF: _____	ALL DIMENSIONS IN FEET UNLESS OTHERWISE NOTED	CONTRACT NUMBER: 0300000 DRAWING NO.: 03P-03 SHEET NO.: 1
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 TO REPRODUCE THIS DRAWING OR ANY PART OF IT FOR ANY OTHER PROJECT OR TO REPRODUCE THIS DRAWING FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER.





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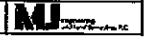


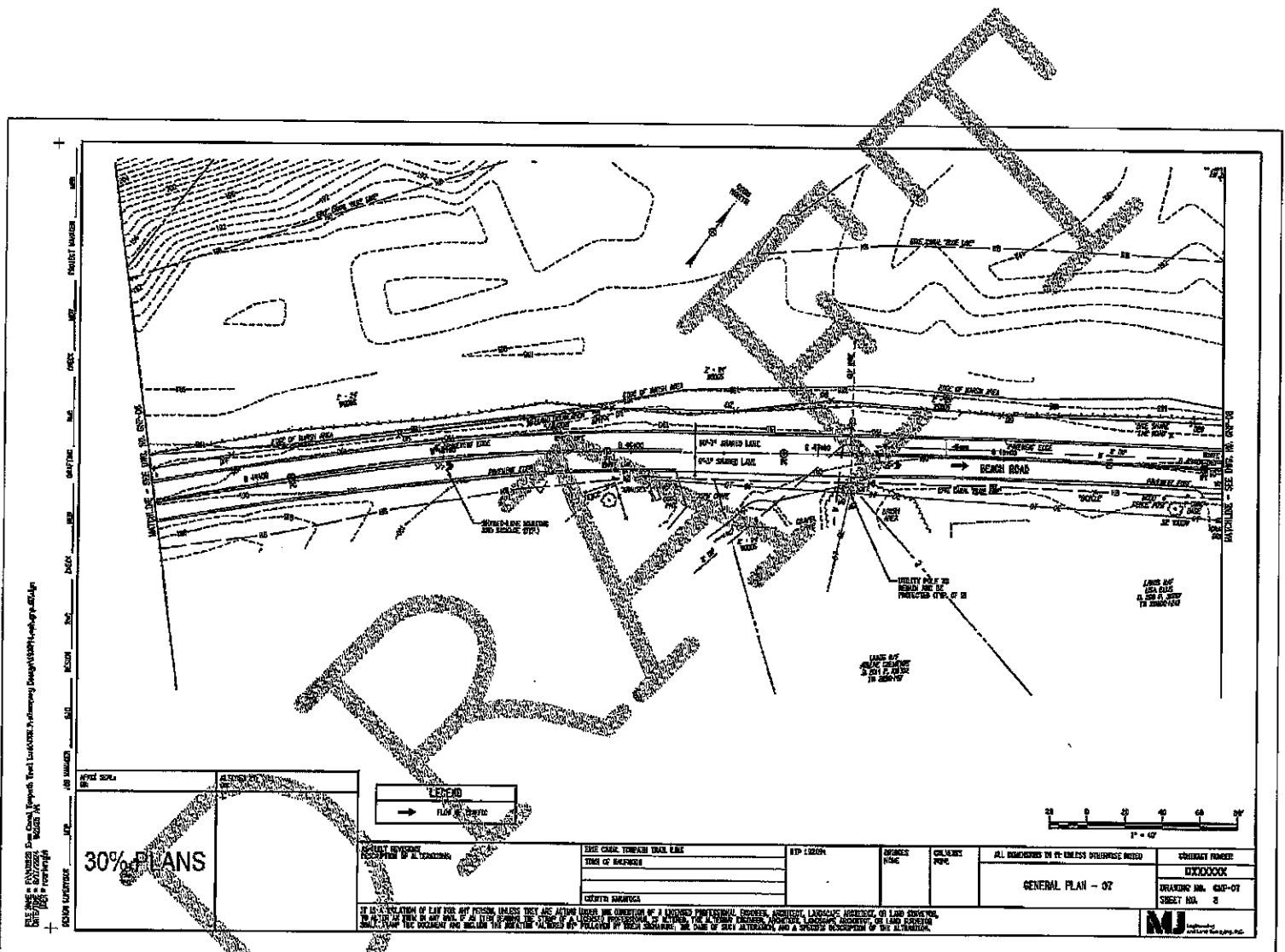
30% PLANS

LEGEND	
→	PLAN CENTERLINE

GENERAL NOTES: 1. SEE GENERAL NOTES TO CONTRACT.	CHECK CONDT. TOPOG. TRAIL LINE TYPE OF SURFACE CONDT. SURFACE	ZIP DESIGN	SERVICES DATE	CLIENT'S NAME	S.E. SURVEYORS OF BY GALESS OVERSHORE INCORP. CONTRACT NUMBER 00000000
GENERAL PLAN - 05					DRAWING NO. GNP-05 SHEET NO. 6

I, THE ENGINEER, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER, REGISTERED IN THE STATE OF ILLINOIS, AND THAT I AM THE DESIGNER OF THE ABOVE DESCRIBED WORK. I AM NOT PROVIDING ANY PROFESSIONAL SERVICES IN ANY OTHER STATE OR COUNTRY. I AM NOT PROVIDING ANY PROFESSIONAL SERVICES IN ANY OTHER STATE OR COUNTRY. I AM NOT PROVIDING ANY PROFESSIONAL SERVICES IN ANY OTHER STATE OR COUNTRY.





FILE NAME: C:\Users\jerry\Desktop\Drawings\Drawings\30% Plans\30% Plans\30% Plans.dwg
 DATE: 11/11/2010 10:00:00 AM
 USER: jerry

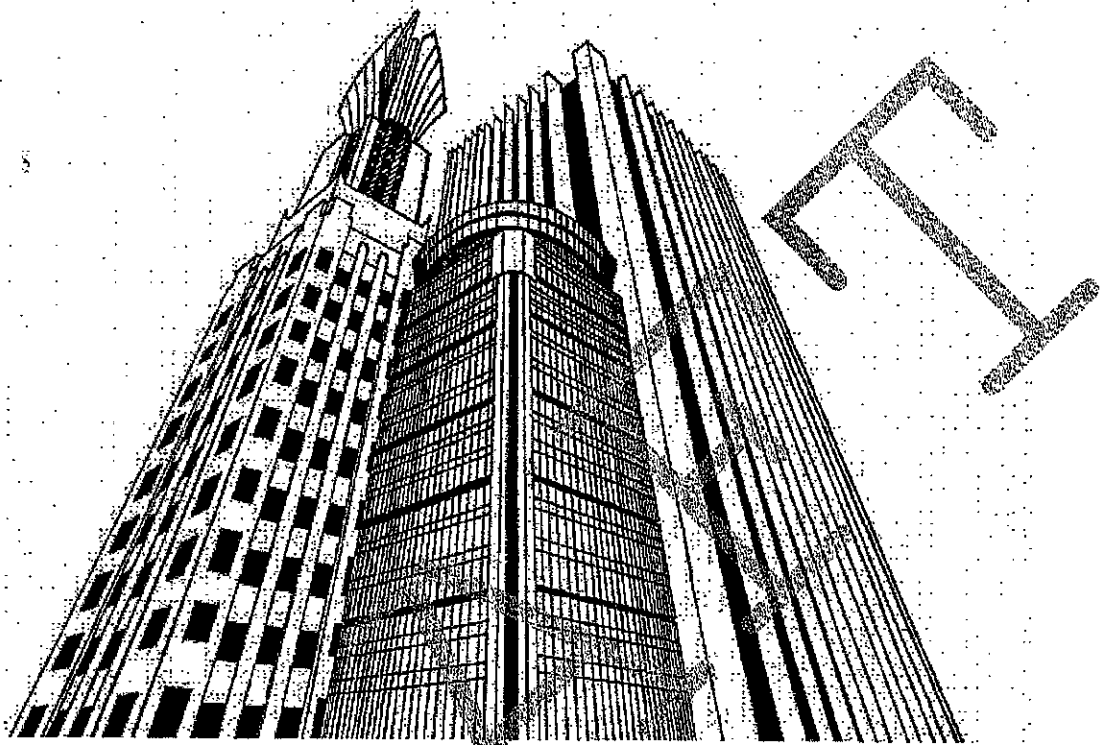
30% PLANS	
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LEGEND	
→	PLAN
→	SECTION

COUNTY ENGINEER APPROVED BY: _____ DATE: _____	THE STATE OF TEXAS TITLE OF PROJECT: _____ COUNTY: _____	CITY ENGINEER APPROVED BY: _____ DATE: _____	DESIGNER NAME: _____	DRAFTER NAME: _____	ALL DIMENSIONS TO UNLESS OTHERWISE NOTED GENERAL PLAN - 07	CERTIFICATE NUMBER EXXXXXXX DRAWING NO. GMP-07 SHEET NO. 3
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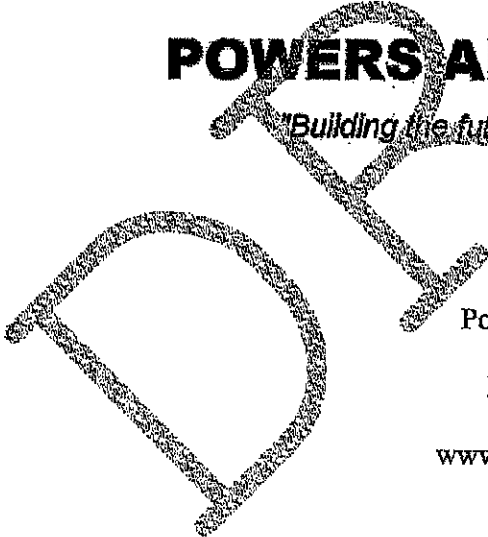
IT IS A CONDITION OF PLAN FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR,
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 WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR. THE USER OF THIS DRAWING AND A SPECIFIC COPIER OF THE ORIGINAL.





POWERS ARCHAEOLOGY LLC

"Building the future on understanding our past."



Powers Archaeology LLC
180 Avon Road
Rochester, NY 14625
(585) 266-4180
www.powersarchaeology.com

COMPANY PROFILE

Formed in January of 2002, Powers Archaeology LLC is one of New York State's premier Cultural Resource Management firms. Based in Rochester, New York, we have built upon a reputation of providing professional, efficient, and reliable service, working with a range of clients including private developers, engineers, architects, non-profits, and municipal, state, and federal agencies. Powers Archaeology LLC has completed hundreds of projects since its inception.

Office Location:

Powers Archaeology LLC
180 Avon Road
Rochester, NY 14625
Ph: (585) 750-5056
Email: paul@powersarchaeology.com

SERVICES PROVIDED

Services provided by Powers Archaeology LLC include:

- Archaeological Resource Consultation
- Phase I, II, and III Archaeological Studies
- Geoarchaeological / Geomorphological Studies
- Archaeological Monitoring
- Archaeological Records Checks
- Historic Research
- Assistance with Section 106 Compliance
- Assistance with SEQR Compliance
- Consultations with the State and Federal Agencies
- Consultations with Tribal Nations and Tribal Historic Preservation Offices
- Interpretive Sign Design

POWERS ARCHAEOLOGY LLC QUALIFICATIONS

All Principal Investigators at Powers Archaeology LLC meet the qualifications derived from federal regulations 36 CFR 800 and as outlined by the New York Archaeological Council (NYAC) and the New York State Office of Parks, Recreation, and Historic Preservation (NYSOPRHP). Principal Investigators possess a minimum of a master's degree in archaeology or associated field experience. Geoarchaeologists possess a minimum of a master's degree in soil science and experience conducting archaeological surveys. Field Supervisors possess no less than a bachelor's degree in archaeology or related field, as well as a minimum of 5 years of field experience. Crew Chiefs hold a bachelor's degree and have two or more years of field experience, while all other staff, such as field technicians, are required to have a bachelor's in archaeology or related field. Currently, Powers Archaeology LLC employs two Principal Investigators, two Field Supervisors, one Crew Chief, and six Archaeological / Research Technicians. As is often the case in Cultural Resource

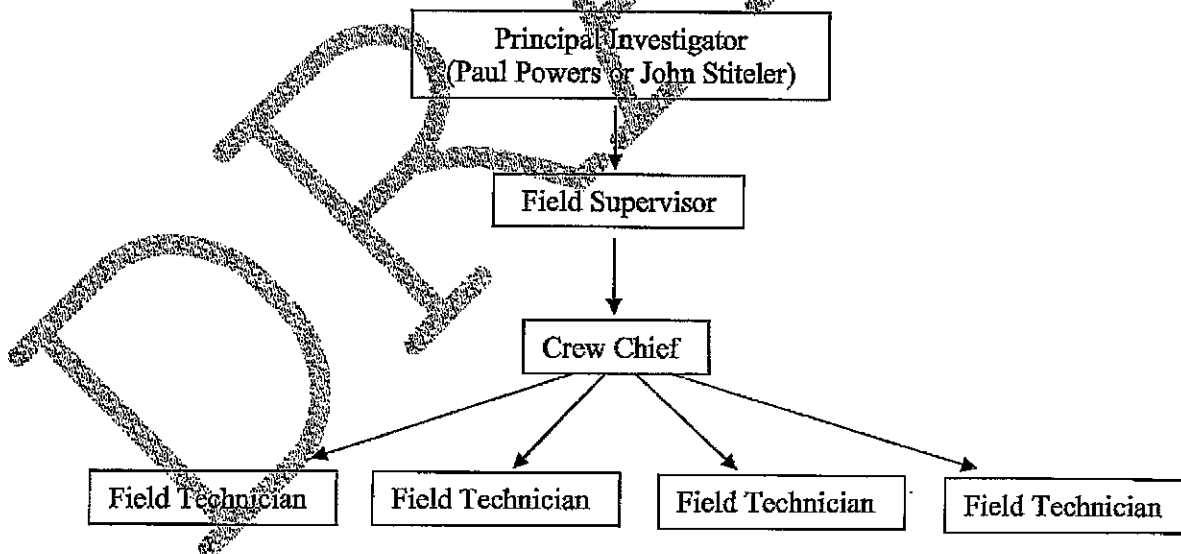
Management, we also draw from a pool of freelance archaeological technicians and architectural historians when project conditions necessitate. These freelance technicians and historians meet the minimum standards outlined above or established by the New York State Office of Parks, Recreation, and Historic Preservation. Powers Archaeology LLC has worked throughout the entirety of New York State (excluding the New York City metro area), in various settings from simple, straight-forward excavations in farm fields to complex urban settings with deeply disturbed soils.

Over the last two decades, Powers Archaeology LLC has had the opportunity to work with many agencies, including a vast number of municipalities, state agencies (NYSDOT, NYSOPRHP, DASNY, NYSED, NYSERDA), federal agencies (USACE, USDA, NRCS, FWS), as well as numerous tribal nations (Seneca Nation of Indians, Tonawanda Band of Seneca Indians, Oneida Nation, Onondaga Nation, St. Regis Mohawk Tribe). We have an exceptional success rate, with a 99% acceptance rate (including no impact letters and/or acceptance of recommendations for further work) from the NYSOPRHP and other agencies.

RELEVANT SENIOR STAFF

The following Powers Archaeology LLC senior staff members are current team leaders / principal investigators:

Mr. Paul Powers
Mr. John Stiteler



PROJECT EXECUTION

Powers Archaeology LLC maintains high quality and efficiency by enacting strict quality control measures. Quality control begins prior to the commencement of fieldwork, with extensive background research and the preparation of a strategy for fieldwork. The implementation of the fieldwork strategy is overseen by the Principal Investigator. Field notes are reviewed throughout the day, and at the end of each field day. The Field Supervisor or Principal Investigator plots work completed on project maps at the end of each field day to maintain continuity within the project, and to ensure that all testable areas of the project area are addressed. Lab work is overseen by the Principal Investigator or Field / Lab Supervisor. Vigilant oversight by the Principal Investigator follows through the report writing process. All Cultural Resource Investigation reports completed by Powers Archaeology LLC are prepared in accordance with report standards approved by the New York Archaeological Council, NYS DOT, and the NYSOPRHP.

INSURANCE

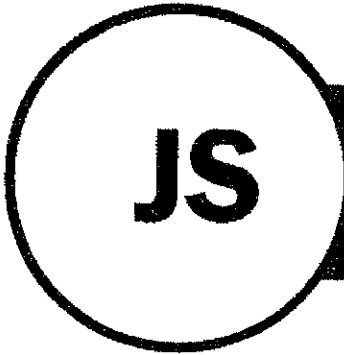
In addition to the rigorous certification and education qualifications, Powers Archaeology LLC is sure to not only carry the proper insurance required but generally exceeds the minimum requirements. More information is available upon request.

DRAFT

PROJECTS COMPLETED

Powers Archaeology LLC has completed hundreds of projects since its inception. The following list provides a brief look at a few select projects since 2019. A more extensive list can be provided upon request.

- 2019 Phase I (IA & IB) Cultural Resource Investigation for the CR 41 and SR 444 Gas Improvements Project, Town of Victor, Ontario County, New York
- 2019 Phase I Cultural Resource Investigations for the Proposed Dansville PSD 2019 Capital Improvement Project, Village of Dansville, Livingston County, New York
- 2020 Phase IA and IB (Phase I) Cultural Resource Investigations for the Proposed Mill Road Solar Project, Town of Clermont, Columbia County, New York
- 2020 Phase I (IA and IB) Cultural Resource Investigations for the Proposed Wellesley Island State Park Connectivity Trail Project, Town of Orleans, Jefferson County, New York
- 2021 Phase I (IA and IB) Cultural Resource Investigations for the Proposed Seneca Lake State Park Site Amenities and Camping Improvements Project, Towns of Fayette and Waterloo, Seneca County, New York
- 2021 Phase I (IA and IB) Cultural Resource Investigations for the Proposed Bayview & Glen Haven Leak Prone Polyethylene Gas Distribution Main Replacement Project, Town of Irondequoit, Monroe County, New York
- 2021 Phase I Cultural Resource Investigations for the Proposed Pembroke Solar Array 1 & 2 Project (9MW/39.3 Acres of 47.7 Acre Parcel), Town of Pembroke, Genesee County, New York
- 2021 Phase I Cultural Resource Investigations for the Proposed Pembroke Solar Array 1 & 2 Project (9MW/39.3 Acres of 47.7 Acre Parcel), Town of Pembroke, Genesee County, New York
- 2021 Phase IA & IB Cultural Resource Investigation for the Stuart Road Water Main Replacement Project, Town of Chili, Monroe County, New York
- 2022 Phase IA and IB (Phase I) Cultural Resource Investigations for the Proposed Lazy River Road over Grass River Bridge Replacement Project, Town of Russell, St. Lawrence County, New York
- 2022 Phase I (IA and IB) Archaeological Investigations for the Proposed Herkimer Solar Project, 164 Shells Bush Road, Town of Herkimer, Herkimer County, New York
- 2022 Phase I (IA and IB) Cultural Resource Investigations for the Proposed Great Valley Solar Array Project, Town of Great Valley, Cattaraugus County, New York
- 2023 Phase I (IA and IB) Cultural Resource Investigations for the Proposed Wood Farms Quarry Project, Town of Cape Vincent, Jefferson County, New York
- 2023 Phase I Cultural Resource Investigations for the Proposed Genesee Valley Pump Station and Force Main Project, City of Rochester, Monroe County, New York
- 2023 Phase I (IA and IB) Cultural Resource Investigations for the Flynn Road (County Road 142) Water Main Replacement Project, Town of Greece, Monroe County, New York
- 2023 (IA and IB) Archaeological Investigations for the Proposed Tebor Road Fairlife Milk "Project Izzo" Development, Town of Webster, Monroe County, New York
- 2023 Phase I (IA and IB) Cultural Resource Investigations for the Proposed Solar Liberty Amsterdam Array Project (2.5 MW AC / 6 Acres of 50 Acre Parcel), Town of Florida, Montgomery County, New York
- 2023 I (IA and IB) Cultural Resource Investigations for the Proposed Pin Oak Drive Development Project, Town of Boston, Erie County, New York
- 2024 Phase I (IA and IB) Cultural Resource Investigations for the Proposed Franklinville Development Project, Town of Franklinville, Cattaraugus County, New York
- 2024 Phase I Cultural Resource Investigations for the National Grid Sonora Way Substation Project, Town of Genesee, Livingston County, New York
- 2024 Phase IA Cultural Resource Investigations for the Proposed National Grid Packard Huntley 130-133 Reconductoring Project, City of North Tonawanda, Niagara County and Town of Tonawanda, Erie County, New York
- 2024 Phase IA and IB Cultural Resource Investigations for the Proposed National Grid Packard Huntley 130-133 Reconductoring Project, City of North Tonawanda, Niagara County and Town of Tonawanda, Erie County, New York



JOHN STITELER

SOIL SCIENTIST / GEOMORPHOLOGIST / ARCHAEOLOGIST

EXPERIENCE

GEOARCHAEOLOGIST, ARCHAEOLOGIST, SOIL SCIENTIST

Mr. Stiteler has 40 years experience conducting archaeological fieldwork and 27 years experience conducting research on the soils and geomorphology of archaeological sites. He is currently employed as a geoarchaeological consultant on an as-needed basis by numerous cultural resource management (CRM) and engineering firms in the northeastern US and functions as an archaeological field director on an as-needed basis for two firms. As a geoarchaeologist, he is responsible for analysis of soils and landforms of archaeological sites. The foci of these studies include assessment of landform and land surface stability; interpretation of depositional and erosional environments; determination of age of soils; assistance in interpretation of paleoenvironmental conditions. Mr. Stiteler has participated as an archaeologist or geoarchaeologist in over 500 CRM projects, sponsoring agencies for the projects have included the US Army Corps of Engineers, US Fish and Wildlife Service, Federal Highway Administration, Departments of Transportation of Pennsylvania, New Jersey, New York, and Maryland, the Pennsylvania Turnpike Commission, numerous county, city, and municipal governments and others. He is a US Army veteran (1972-1975 - Vietnam Era, Vietnam Theatre) and is HAZWOPER 40 hr certified.

EDUCATION

BA ANTHROPOLOGY • 1985 • PENNSYLVANIA STATE UNIVERSITY

MS SOIL SCIENCE • 1997 • PENNSYLVANIA STATE UNIVERSITY

PROFESSIONAL AFFILIATIONS

American Quaternary Association
Geological Society of America, Archaeological Geology and Quaternary Geology and Geomorphology Divisions
Middle Atlantic Archaeological Conference
Society for Pennsylvania Archaeology



STITELERJOHN@GMAIL.COM



717-215-7207

Years Experience:
25

B.A. Anthropology
St. John Fisher College
1997

Graduate Coursework
Anthropology / World History
SUNY Brockport
1999

Technician / Crew Chief
Rochester Museum and Science
Center 1998 - 2001

Technician / Crew Chief
TRC Garrow, Nashville TN Office
2001 - 2002

Owner / Principal Investigator
Powers Archaeology, LLC
fka Powers & Terany, LLC
2002 - Present

Professional Affiliations:

New York State Archaeological
Association

Rochester Academy of Science

Lewis Henry Morgan Chapter of the
New York State Archaeological
Association

Paul Powers Owner, Archaeologist

Mr. Powers has over 25 years of experience conducting archaeological surveys and completing cultural resource management reports, including 21 years as the owner and archaeologist of his own cultural resource management firm. He has worked throughout New York State in various settings from simple, straightforward excavations in farm fields to complex urban settings with deeply disturbed soils. Mr. Powers has completed work and generated hundreds of reports for private developers, engineers and architects, as well as municipal, state, and federal agencies.

Sample of Project Experience

Phase I (IA and IB) Cultural Resource Investigations for the Proposed Great Valley Solar Array Project, Town of Great Valley, Cattaraugus County, New York

Phase I (IA and IB) Cultural Resource Investigations for the Proposed 13789 Knapp Road National Grid Gravel Pad Project, Town of Newstead, Erie County, New York

Phase I Cultural Resource Investigations for the Proposed Rochester Genesee Regional Transportation Authority Campus Improvements Project, City of Rochester, Monroe County, New York

Phase I and II Cultural Resource Investigations for the Mill Seat Landfill Proposed Action, Town of Riga, Monroe County, New York

Phase II Cultural Resource Investigations for the NYSM 1862, SUBi 138-Loder #1 Prehistoric Site (09543.000006) within the Proposed Residential Housing - Candlewood Court I & II Project, Town of Richmondville, Schoharie County, New York

Phase II & III Cultural Resource Excavation and Data Recovery for the Proposed Hampton Ridge Center Development, Town of Greece, Monroe County, New York

Archaeological Monitoring Report for the Proposed Medical Office, 101-117 W. Dominick Street Project, City of Rome, Oneida County, New York.



DASNY

KATHY HOCHUL
Governor

LISA GOMEZ
Chair

ROBERT J. RODRIGUEZ
President & CEO

December 10, 2024

VIA EMAIL

Carrie Milano
Principal Clerk
Town of Halfmoon
2 Halfmoon Town Plaza
Halfmoon, New York 12065

Re: *State and Municipalities ("SAM")
Construction of a Pavilion
Project ID: 27828*

Dear Carrie Milano:

As you know, the State has awarded the Town of Halfmoon (Grantee) a State and Municipalities ("SAM") grant for the above-referenced project in the amount of \$50,000.00 (the "Grant").

This letter outlines the documentation you will need to complete and return to DASNY in order to start the Grant Administration process.

- *Please return the completed documentation electronically, as described below within thirty (30) days. If you are not able to meet this timeframe, please send an email to callcenter@dasny.org with your requested timeline for submission.*
- *If the information is not returned in a timely manner, or documentation is incomplete, your Grant will be delayed as DASNY generally reserves the right to request updated documentation throughout the administrative process to ensure the required reviews are based on accurate information.*
- *If there are any changes to the contact information for the primary contact for your organization, the authorized officer contact information, or change in your organizational address – please email callcenter@dasny.org.*

Please also read the attached Frequently Asked Questions (FAQs) as it relates to the following requested documents and other questions that you may have regarding the Grant Process.

ALBANY (HEADQUARTERS): 515 Broadway, Albany, NY 12207 | 518-257-3000
BUFFALO: 6047 Transit Road, Suite 103 East Amherst, NY 14051 | 716-884-8780
NEW YORK CITY: 28 Liberty Street, Fl 55, New York, NY 10005 | 212-273-5000
ROCHESTER: 3495 Winton Place, Building C, Suite 1, Rochester, NY 14623 | 585-450-8400

DORMITORY AUTHORITY STATE OF NEW YORK
WE FINANCE, DESIGN & BUILD
NEW YORK'S FUTURE.
www.dasny.org



The following documents must be completed and returned to DASNY so the required reviews can be conducted and State approvals obtained. Once the Call Center obtains the following documentation and all requested additional information, a processor will be assigned as your primary contact:

- Completed Grantee Certification signed by two (2) authorized officers;
- Completed Project Certification signed by an authorized officer;
- Completed and signed W-9 (please print, sign with pen & ink, date, scan, and return via email. No other form of electronic signature can be accepted at this time. Please be sure to complete using legal name of organization);
- Evidence of Site Control;
 - o Certificate of Municipal Site Control
- Financial documentation
 - o Financial Review Checklist
 - o Financial Review Template (Tab 1 and Tab 2 of attached excel)
 - o Quotes/Estimates and/or invoices from vendors on company letterhead, or estimate provided on letterhead by licensed professional, dated within 1 year of submission. **Note:** There should be supporting documentation for each line item on budget.
- Please return all of the requested documentation above, as well as a copy of this letter with the following Authorized Officer information completed:

- o Authorized Officer #1: Name: _____ Title: _____
 Email: _____ Phone: _____ Ext: _____
- o Authorized Officer #2: Name: _____ Title: _____
 Email: _____ Phone: _____ Ext: _____

Please note as per State policy, updated due diligence paperwork is required throughout the grant administration process. Upon the return of documentation and review by the Processor, your status will be assessed, and if needed additional documentation will be sent to you for completion. Please refer to page 2 in the FAQs for more information.

If your organization is a not-for-profit please also see the 'Prior to Final Approval' section in attached FAQs for information regarding the prequalification requirement through NY State Financial System (SFS).

Grantees are also advised that grant-funded projects are subject to the State Environmental Quality Review Act (SEQRA) and State Historic Preservation Act (SHPA). Information regarding the SEQRA and SHPA process is included in the FAQs.

Should you have any questions concerning the enclosed documentation please either call (518) 257-3177 or email callcenter@dasny.org and a member of the Call Center Team will assist.

Sincerely,

Grants Administration

GRANTEE CERTIFICATION
Town of Halfmoon
Construction of a Pavilion
Project ID: 27828

WE HEREBY WARRANT, REPRESENT AND CERTIFY TO DASNY that:

- The Town of Halfmoon has applied for a State and Municipalities ("SAM") Grant in the amount of \$50,000.00. This Grant will be used for the Construction of a Pavilion. We understand that the Grant funds may be used only for certain community improvement purposes as set forth in the enabling legislation.
- As Authorized Officers of the Town of Halfmoon, we hereby certify the following in connection with the Project to be financed by the Grant:
 - No portion of the Project financed with grant proceeds shall be used for any of the following purposes: sectarian instruction or study, or as a place of devotional activities or religious worship, or as a facility used primarily in connection with any part of the program of a school or department of divinity for any religious denomination, or the training of ministers or other similar persons in the field of religion.
 - The Project or program shall be open to all individuals eligible to avail themselves of the Project or program without regard to religious affiliation, ethnicity, race, or sexual preference.
 - The Grantee shall take affirmative steps to ensure that information regarding the Project or program is widely disseminated to the public, which information shall include a statement that the Project or program is funded in whole or in part with public funds and that the Project or program shall be open to all eligible persons without regard to religion, ethnicity, race, or sexual preference.
- All exceptions to the above statements shall be explained in detail on a separate document.
 - Check here if Town of Halfmoon is submitting additional detail in a separate document.
- We understand that the State of New York, DASNY and other entities that may be involved in the Grant process are relying on the above information in making the determination whether to award a SAM Grant to the Town of Halfmoon.
- We have the authority to submit this certification on behalf of the Town of Halfmoon.
- By signing these documents, I certify that I am an authorized officer for the Grantee.

Please sign and return this document to DASNY by either signing pen to paper and sending the pdf OR by typing your full name into signature line(s) below as indicated. Please return these documents to DASNY from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Authorized Officer (sign or type)

Printed Name (print or type)

Title (print or type)

Dated

Authorized Officer (sign or type)

Printed Name (print or type)

Title (print or type)

Dated

**PROJECT CERTIFICATE OF THE
Town of Halfmoon
State and Municipalities (the "SAM")
For the Construction of a Pavilion
(Project ID: 27828)**

I, the undersigned, an Authorized Officer of Town of Halfmoon (the "Grantee"), DO HEREBY CERTIFY that:

- All contractors and vendors retained to perform services in connection with the Construction of a Pavilion (the "Project") shall be authorized to do business in the State of New York and shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- To the extent that SAM Grant proceeds are used to reimburse the Grantee for the cost of any portion of the Project noted above, the Grantee certifies that no other external funding source, including but not limited to, State or Federal restructuring loans, State or Federal grants, or grants, loans, or other funding from any other public or private source (currently or within the last six (6) years), will be used for substantially the same Project costs at the same location as described in the Preliminary Application or Project Information Sheet provided to DASNY.
- Tax credits will not be applied to the same Project costs as Grant Proceeds, and any tax credits or prior tax-exempt bonds outstanding applied to Project or Project location have been fully disclosed to DASNY.
- If the Project includes vehicle purchase(s), removable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, security cameras, office furniture and telephone systems, the Grantee has or will develop, implement, and maintain an inventory system for tracking such items, and items will be installed, stored, or secured on property owned by and/or under the control of the Grantee; the Grantee has or will develop, implement, and maintain a usage policy for items in compliance with all State and Federal regulations or privacy laws, including use, retention, storage, or deletion of any data, images, or videos stemming from Grant funded purchase of such items if applicable.
- The Grantee has informed DASNY via the Preliminary Application, Project Information Sheet, or other correspondence if Grantee is a state related entity, or if the Project location is owned by a state related entity. Furthermore, if the status of the Grantee or Project location changes, the Grantee will inform DASNY of any changes that would impact the tax-exempt status of the Grant.
- The Grantee acknowledges that Grant proceeds cannot be utilized to pay for:
 - Deposits advance payments, or progress payments until work is completed, or goods received by Grantee;
 - to pay down long term debt;
 - internal labor costs;
 - rental or leased equipment, or equipment with an anticipated useful life of less than three (3) years;
 - stockpiled materials;
 - recurring software costs, including licensing or maintenance fees;
 - materials and/or services provided by another entity other than a licensed contractor or vendor.
- The Grantee will maintain accurate books and records through Project completion/payout of the Grant as well as for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during the Grantee's business hours upon reasonable request.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20_____.

By signing these documents, I certify that I am an authorized officer for the Grantee.

Please sign and return this document to DASNY by either signing pen to paper and sending the pdf OR by typing your full name into signature line(s) below as indicated. Please return these documents to callcenter@dasny.org from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

By (sign or type): _____

Name (print or type): _____

Title (print or type) _____

CERTIFICATE OF MUNICIPAL SITE CONTROL

We, the undersigned, an Authorized Officer of the Town of Halfmoon and the Municipal Attorney for Town of Halfmoon under the penalties of perjury, hereby certify, warrant, represent and confirm to the DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY"), the following:

- 1) The Town of Halfmoon is a municipal corporation constituting a county, town, city or village within the meaning of §2 of Article 1 of the General Municipal Law.
- 2) The Town of Halfmoon has applied for a Grant and acknowledges that Grant funds may be used only for certain purposes as set forth in the Grant's enabling legislation.
- 3) The Grant Disbursement Agreement (GDA) to be entered into by and between the Town of Halfmoon and DASNY shall require the Grantee to certify that Town of Halfmoon has the requisite control over the Project Site.
- 4) The Grant project will be located at the following **Project Site**:

Name: *Halfmoon Outdoor Game Pavilion*
Street Address: *285 Lower New Town Rd*
Town / Village: *Waterford*
County: *Saratoga*

- 5) The fee title of the Project Site is owned by the Grantee (**choose one**):

- Pursuant to deed identifying the Grantee as the fee owner, which deed was recorded in the Office of the Clerk of the County of _____.
- Pursuant to Executive or Legislative action granting title. **Provide citation:** _____
- As referenced by a copy of the most recent tax bill provided by the tax assessor's office which indicates ownership of the Project Site is vested in the Grantee, **attached hereto**.
- The Project Site will be located within a right of way or easement under the jurisdiction of the Grantee.

- 6) The Grant project to be constructed, built, reconstructed and/or operated and located on the Project Site is permitted by, does not and will not conflict with, or result in a breach of any of the terms or provisions of, or constitute a default under any deed restriction, encumbrance, restrictive covenant, agreement, easement and/or other lien. The Grant project shall comply in all respects with any and all applicable governmental laws, rules, regulations and ordinances.

- 7) Grantee further warrants and represents:
- a. There are no actions pending or threatened which may affect title to the Project Site or which may affect Grantee's ability to complete the Grant project;
 - b. There are no judgments filed against the Grantee or any liens filed against the Project Site or any portion thereto; and
 - c. There are no facts or circumstances which could affect title to the Project Site that have not been set forth herein.
- 8) We understand and agree that it is the Grantee's responsibility to comply with all deed restrictions, restrictive covenants, encumbrances, easements and other liens and any applicable laws, rules, regulations or ordinances concerning the Project Site.
- 9) We understand that the State of New York, DASNY and other entities that may be involved in the Grant process are relying on the above representations in making the determination whether to award a Grant to the Grantee and as an inducement to enter into the Grant Disbursement Agreement (GDA).
- 10) We have the authority to submit this certification on behalf of the Grantee.

Please sign and return this document to DASNY by either signing pen to paper and sending the pdf OR by typing your full name into signature line(s) below as indicated. Please return these documents to callcenter@dasny.org from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Grantee: Town of Halfmoon

By: _____
 Name (sign or type): _____
 Name (print or type): _____
 Title: **Authorized Officer**
 Dated: _____

By: _____
 Name (sign or type): _____
 Name (print or type): _____
 Title: **Municipal Attorney**
 Dated: _____

MUTUAL AID 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; and

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 maintain the roads in both municipalities during the snow seasons; and

WHEREAS, the Town of Halfmoon and the Town of Clifton Park are aware of the difficulties in maintaining the roads due to the damage of the Riverview Road Bridge and surrounding areas during weather events due to the configuration of the roads in each community; and

WHEREAS, the Town Highway Superintendents of both municipalities will cooperate with one another to ensure that the roads are maintained in an appropriate manner; 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 emergency or circumstance as approved by the Highway Superintendents;

NOW THEREFORE, the parties agree as follows:

1. Pursuant to the terms and conditions set forth in this Agreement, the parties hereto shall provide each other with aid and assistance in maintaining the roads during snow season surrounding the Riverview road bridge.
2. The Town of Clifton Park will provide snow plowing and salting to the following roads adjacent to the Riverview Road Bridge.
 - A. Boyack Road on the Clifton Park side of the bridge.
 - B. Riverview Road on the Clifton Park side of the bridge.
 - C. Algonquin Road on the Clifton Park side of the bridge.
 - D. Williams Way on the Clifton Park side of the bridge.
3. The Town of Halfmoon will provide snow plowing and salting to the following roads in Clifton Park.
 - A. Ushers Road
 - B. English Road
4. Whenever employees are rendering aid and assistance pursuant to this Agreement, such employees shall remain the responsibility of their respective municipality and retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographic limits of either Town.

5. 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.

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

7. 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.

DATED: _____

BY: Kevin J. Tollisen
Town Supervisor
Town of Halfmoon

DATED: _____

BY: Philip Barrett
Town Supervisor
Town of Clifton Park

DRAFT

December 4, 2024



SENT VIA EMAIL ONLY

Mr. Richard Harris
Coordinator – Building, Planning and Development
Town of Halfmoon
2 Halfmoon Town Plaza
Halfmoon, New York 12065

Email: rharris@townofhalfmoon.org

Re: Town of Halfmoon MS4 Technical / Regulatory Support
MJ Proposal No. 2024656 for Engineering Services

Dear Mr. Harris:

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. (MJ) is pleased to provide the Town of Halfmoon (Town) this proposal for professional services associated with MS4 technical and regulatory support. MJ's project understanding and associated Scope of Services are included below.

PROJECT UNDERSTANDING

Based upon our meeting held on November 19, 2024, MJ understands the following:

- The Town of Halfmoon is a regulated traditional land use MS4 with town staff providing much of the technical and regulatory support. The Town's technical staff will be departing, and the Town is in need of external support to ensure continued compliance with the many facets associated with the 2024 MS4 General Permit.
- The Town has requested that MJ provide the necessary support to ensure continued compliance, which includes involvement with active construction projects as well as meeting various Minimum Control Measures (MCM) identified in the 2024 General Permit.

Based upon the above understanding, MJ offers the following Scope of Services for your consideration.

SCOPE OF SERVICES

Task 01: Land Development Project Support

Land development projects that require permit coverage under General Permit GP-0-20-001, soon to be GP-0-25, require technical support from the MS4, following receipt of the necessary approvals. General tasks that MJ will assist the Town with include the following:

Pre-Construction Meetings

- Coordinate the date, time and location of the required pre-construction meetings.
- Prepare agenda of topics to be covered.
- Participate in and lead the meeting, reviewing critical items needed to proceed to construction.

 21 Corporate Drive
Clifton Park, NY 12065

 518.371.0799
mj@mjteam.com
mjteam.com

 Fishkill, NY
Levittown, NY
Platiny, NJ
Melbourne, FL



- Prepare meeting minutes and distribute to meeting attendees and interested parties.
- Review various post approval documents (ie. owner's certification, contractor's certifications, S&E certifications).

Construction Phase Monitoring

- Review weekly inspection reports submitted for active construction projects with coverage under the General Permit.
- Provide a weekly summary to the Town of the status of each active construction project with coverage under the General Permit and specifically identify projects that are out of compliance, requiring notification and/or enforcement actions.
- Assist the Town to support compliance and/or potential enforcement actions that commence against specific active construction projects with coverage under the General Permit.

MS4 Inspections

- Complete periodic compliance inspections of active construction projects with coverage under the General Permit no less than once every twelve (12) months. Projects deemed high priority will be inspected no less than once every 90 days .
- Complete inspections as a result of complaints received by the Town of active construction projects with coverage under the General Permit.
- Upon receipt of a project's Notice of Termination (NOT), complete a final inspection of work to confirm that the NOT can be executed by the Town to close out permit coverage.

Task 02: Permit Compliance and Regulatory Support

The Town as a regulated MS4 has regulatory responsibilities to ensure compliance with the Minimum Control Measures (MCMs). Many of the MCMs are covered by the Saratoga County Stormwater Consortium, which the Town is a member of. To ensure continuity with ongoing compliance with the Town's General Permit obligations, MJ will assist the Town as follows:

Saratoga County Stormwater Coalition Meetings

- Attend and participate in the monthly consortium meetings as a Town of Halfmoon representative.

General Permit Compliance – Year 1

- Part VI.E.2.a: Inventory and inspection of Town owned stormwater management systems.
- Part VI.D.3: Prepare a written construction oversight program and commence with implementation.
- Part VI.D.5.a: Review active construction sites subject to the General Permit and prioritize them based upon factors such as environmental setting and area of disturbances.



- Part VI.E.4: Develop a written post-construction SMP inspection and maintenance program and commence with implementation.
- Part VI.E.4: Develop a written post-construction SMP inspection and maintenance program and commence with implementation.

Annual Update

- Prepare the Town's annual Stormwater Management Plan update in concert with the Saratoga County Consortium and submit the Annual Report and interim progress reports. Note that the annual report template has yet to be created from the updated MS4 General Permit and the effort to complete the new format is not yet known.

Staff Training

- The Town intends on hiring a staff planner or an individual that will take on the MS4 responsibilities. MJ will project technical assistance and training for this individual so they become familiar with their roles and responsibilities as it relates to the MS4 program.

FEE

Task 01: Land Development Project Support

Work under this task will be covered by escrow funded by each applicant for construction phase services. MJ will track and invoice all work related to MS4 support monthly.

Task 02: Permit Compliance and Regulatory Support

MJ proposes a not-to-exceed fee of \$25,000 with the understanding that more or less effort may be required as regulatory requirements become available from NYSDEC.

SUMMARY

Thank you for the opportunity to provide a proposal for this project. We look forward to the opportunity to work with the Town on this project. Please do not hesitate to contact Joel Bianchi at 518-571-0799 or via email at jbianchi@mjteam.com. If you have questions or require additional information.

Sincerely,


Michael D. Panichelli, P.E.
President

Cc: Ca. Dooley
File



AUTHORIZATION TO PROCEED

I hereby authorize M.J. Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. to proceed with the scope of services as described in this proposal. All work will be covered by the 2024 Master Services Agreement executed between the Town of Halfmoon and M.J. Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.

Printed Name

Title

Signature

Date

DRAFT



Hudson River Valley Greenway

Memorandum of Understanding Face Page

DATE: 10/09/2024

PROJECT
Town of Halfmoon Trail Feasibility Study, as set forth in detail in Schedule 1.

GRANTEE
Town of Halfmoon
2 Halfmoon Town Plaza
Halfmoon, NY 12065
Municipality

GREENWAY
Greenway Conservancy for the Hudson River Valley, Inc.
Name: Andy Kitzmann
Title: Executive Director
Telephone: (518) 473-3835
E-Mail: grants@hudsongreenway.ny.gov
Address: 625 Broadway – 4th Floor
Albany, New York 12233-2995

SPECIAL AWARD CONDITIONS
Any trails funded by this grant must be designated or conditionally designated as part of the Greenway Trail System before final payment is made. The Grantee is required to submit a greenway trail designation form. For trails on land see <https://hudsongreenway.ny.gov/land-trail> and for water trail sites see <https://hudsonrivergreenwaywatertrail.org/siteowners>

The Greenway logo shall be displayed on all final plans and products in order to receive payment.

MOU ID: 2025-04-S
MOU TYPE:
Land Trail Grant
Planning/Design

MOU PERIOD
From: 10/09/2024
To: Two years after the date of execution

FUNDING AMOUNT
\$55,000.00, (fifty-five thousand dollars)

GRANTEE TYPE
Municipality

GRANTEE FEDERAL TAX ID #: 14-6002224

**CHIEF ELECTED/HEAD OF ORGANIZATION/
AUTHORIZED SIGNER**
Name: Kevin Tollisen
Title: Supervisor
Telephone: 518-371-7410
E-Mail: ktollisen@townofhalfmoon.org
Grantee to correct as necessary

OTHER PROJECT CONTACTS
As contained in the Scope of Services, Grantee to correct/update as needed.

SPECIAL AWARD CONDITIONS CONTINUED

For this award all applicable provisions of the NYS Master Contract for Grants - Standard Terms and Conditions shall apply. The Contract may be found online at <https://grantsmanagement.ny.gov/manage-contracts#find-and-develop-a-contract>, and under Preview Contract click on Master Contract for Grants link. In such instances, if any conflicts arise between this MOU and the standard New York State contract, the provisions of the standard New York State contract shall take precedence.

Signing this MOU constitutes your agreement to provide a letter attesting that you have followed these provisions. This letter must be submitted to the Greenway before any payment will be made.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the latest parties' signature date written below:

For the **GREENWAY**:

For the **GRANTEE**:

Andy Kitmann
Executive Director
Greenway Conservancy for the
Hudson River Valley, Inc.

Kevin Tollisen
Supervisor
Town of Halfmoon

Date _____

Date _____

State of New York)
County of)

On this _____ day of _____ in the year 20 __, before me personally came

_____, to me known, and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

MEMORANDUM OF UNDERSTANDING

I. BACKGROUND

This Memorandum of Understanding (MOU) is between **GREENWAY**, a public benefit corporation organized pursuant to Article 44 of the Environmental Conservation Law and the **GRANTEE** as identified on the Face Page hereof.

II. PURPOSE

The purpose of this MOU is to provide assistance to the **GRANTEE** for the **PROJECT**, as set forth in Schedule 1.

III. STATEMENT OF MUTUAL INTEREST AND BENEFITS

The Greenway Conservancy for the Hudson River Valley is a public benefit corporation established by the Greenway Act of 1991 to continue New York State's commitment to the preservation, enhancement and development of the world-renowned scenic, natural, historic, cultural and recreational resources of the Hudson River Valley, while continuing to emphasize appropriate economic development activities and remaining consistent with the tradition of municipal home rule. One of the Conservancy's primary functions as set forth in the Greenway Act is to establish a Hudson River Valley Greenway Trail System that links cultural and historic sites, parks, open spaces and community centers, and provides public access to the Hudson River. This trail system is composed of multi-use trails, bicycle routes and a water trail. The Hudson River Valley Greenway Act authorizes the Conservancy to fund projects related to the development of the Trail System.

NOW THEREFORE, in consideration of the above premises, the parties agree as follows:

IV. THE GREENWAY

The **GREENWAY** shall provide financial assistance pursuant to this MOU.

The **GREENWAY** shall be responsible for enforcement of the provisions of this MOU and may refuse to authorize payment on any work performed where such work has not been performed with care, skill and diligence, and in accordance with applicable professional standards or where such work does not fulfill the letter or the intent of the provisions of this MOU.

V. THE GRANTEE

A. Description of Work Program.

The project elements are described in the scope of services, which is attached hereto as **Schedule 1**.

B. Matching Funds and In-Kind Services

The **GRANTEE** shall provide matching funds for this grant in an amount at least as great as the funds provided by the **GREENWAY**. New York State Grants and/or state employee time may not be used as matching funds. Matching funds may include, but are not limited to, cash, donated materials, and/or in-kind services as set forth in the project budget, which is attached hereto as **Schedule 1**. Cash, force account labor, real property, donated professional services, labor, equipment, supplies and materials, travel, and other grants, not including other New York State grants, all may be used towards the applicant's share of project costs.

Volunteer Hours: Grants awarded in 2015 and later may use a non-professional volunteer rate as defined by the Independent Sector organization. The current rate may be found at https://www.independentsector.org/volunteer_time under the section for New York State. Note: You have to provide your email address in order to see the NYS rate.

C. New York State Contract Provisions

For all MOUs in excess of twenty-five thousand dollars (\$25,000) all applicable provisions of the NYS Master Contract for Grants - Standard Terms and Conditions shall apply. The Contract may be found online at <http://grantsreform.ny.gov/>. In such instances, if any conflicts arise between this MOU and the standard New York State contract, the provisions of the standard New York State contract shall take precedence.

Signing this MOU constitutes your agreement to provide a letter attesting that you have followed these provisions. This letter must be submitted to the Greenway before any payment will be made.

D. Affirmative Action/Equal Employment Opportunity

The Hudson River Valley Greenway is committed to programs of Affirmative Action. Article 15A of the Executive Law pertains to Minority and Women-owned Business Enterprises (MWBE) and Equal Employment Opportunity (EEO). State contracts in excess of \$25,000 will be required to document and certify their compliance with these regulations.

E. Community Risk and Resiliency Act (CRRA)

The Community Risk and Resiliency Act (CRRA) of 2014, along with the Smart Growth Public Infrastructure Policy Act prohibits New York State agencies from approving, undertaking, supporting, or funding public infrastructure projects unless the projects are consistent with mitigation of future physical risk from sea-level rise, storm surges, and flooding. Your participation in this grant program is pursuant to this requirement and you acknowledge that if your project is one that seeks to build physical infrastructure it will be consistent with the criteria listed. Full information on the CRRA can be found at <https://www.dec.ny.gov/energy/102559.html>.

F. Use of Products Produced, Copyright, and Greenway Representation

Use of Products Produced: A draft of any documents, reports, studies, maps, signs, brochures etc. must be submitted to the **GREENWAY** for review prior to final production. When feasible, digital data shall be provided on a media and in a format suitable for use by the **GREENWAY**.

Grant of Rights: All rights, title, and interest to and including the rights of copyright in any reports, studies, photographs (and negatives), computer programs, websites, digital media, drawings, writings or other similar works or documents, along with all supporting data and materials (collectively the "Materials"), produced under this MOU will be owned jointly by the **GRANTEE** and the **GREENWAY**.

Representations and Warranties: the **GRANTEE** represents and warrants that (i) the Materials will be originally and specifically developed by the **GRANTEE** for the **GREENWAY** in fulfillment of this Agreement; (ii) no part of the Materials will defame or libel, or infringe upon or violate any patent, copyright, trade secret, trademark, right of privacy or publicity, nondisclosure or any other proprietary or property rights of any third party; (iii) the **GRANTEE** is financially responsible and experienced in and competent to perform the type of work required hereunder, is familiar with all applicable laws, ordinances and regulations governing the work required hereunder; and is licensed pursuant to any applicable federal, state, or local licensing requirements; and (iv) the **GRANTEE** has the full power and authority to enter into and perform this Agreement and to grant the rights granted hereunder.

G. Acknowledgement

All capital construction projects, final reports, maps, signs and documents shall note the financial contribution of the GREENWAY as follows: ("Funded in Part by a Grant from the Hudson River Valley Greenway") and the GREENWAY logo shall be displayed, which will be provided with your executed MOU and upon request. Final payment is contingent upon proof of final product displaying this acknowledgement.

H. Payments

(i) The GRANTEE shall submit Claims for Payments to the GREENWAY for payment of services performed. The Claim for Payment must be signed by either the signatory or lead contact. (ii) No advance payments will be provided to any GRANTEE. (iii) No payment under this MOU will be made by the GREENWAY to the GRANTEE unless proof of performance of required services, programs, or accomplishments is provided. Payment shall be made upon audit and approval of the GREENWAY of Claims for Payments executed by an authorized officer of the GRANTEE. (iv) Eligible expenditures for the Project are those expenditures which are identified in the attached Schedule 1 and which are made in accordance with the applicable appropriation authority, and which have been incurred within the term of the MOU. (v) Any cost overruns will not be paid by the GREENWAY and the GREENWAY is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified. (vi) If the GRANTEE fails to submit a final report within 30 days after the expiration of this MOU, further reimbursements may be withheld by the GREENWAY, and all funds previously paid under this MOU may be due and owing. (vii) The GREENWAY shall not be liable for any expenses or obligations arising after the MOU termination date.

The GREENWAY will notify the GRANTEE if the Claims for Payments is incomplete or deficient. Upon authorization, the GREENWAY will process the request for payment. Payments will only be made for amounts greater than or equal to 25% of the total grant.

I. Final Payment

The final payment, not to exceed 10% (ten percent) of the grant award, shall be retained by the GREENWAY until the GREENWAY deems the work program complete and upon receipt of a satisfactory final report and all necessary materials summarizing the project (see Section V.I.). Verification of project completion and, when applicable, adoption of plans by the governing body, is required prior to the issuing of final payment.

J. Final Report

GRANTEE is required to submit a final report to receive final payment. The final report shall include verification of the completion of the project. Elements of the final report may include, but are not limited to, a narrative; copies of adopted plans, reports, or other publications acknowledging GREENWAY support and containing the GREENWAY logo (see Section V.F.); proof of formal adoption of plans by local government grantees; before and after photographs; sketches; maps; slides; engineering designs; and printed materials containing the GREENWAY logo and any other materials produced fully or in part with grant funds. Also required is Certification of compliance with the 2010 American's with Disabilities (ADA) Design Standards. Electronic (pdf) reports must adhere to Web Content Accessibility Guidelines (WCAG) 2.0. WCAG 2.0 Guidelines are available here: <http://www.w3.org/TR/WCAG20/>. Electronic Final reports are required. Submitted documents must contain a copy of publications or photographs of any products including trails, kiosks and other interpretive structures produced using GREENWAY funds.

K. Consultants

The **GRANTEE** shall provide the **GREENWAY** with copies of any Request for Proposal (RFP) or of Request for Qualifications (RFQ) for consulting services related to this agreement. The **GRANTEE** shall notify the **GREENWAY** when a consultant has been selected.

Consultants or contractors engaged by the **GRANTEE** to carry out any part of the work program shall be the agents of the **GRANTEE**. There shall be no obligation between the **GREENWAY** and such agents. The **GRANTEE** agrees to comply with any and all of its adopted procurement policies with regard to the engagement of such agents and contractors, as well as all applicable state and federal requirements.

L. Expenditure Categories

Expenditures per cost category or line item may exceed the amounts indicated in the project budget up to ten percent (10%) or one thousand dollars (\$1,000), whichever is greater, without approval of the **GREENWAY**, provided that the Total Grant Funds and Total Matching Funds as set forth in **Schedule 1** are not changed. Any expenditure in excess of such 10% or \$1,000 or any change to the Total Grant Funds or Total Matching Funds shall, at the sole discretion of the Greenway, require either an amendment to the Agreement as set forth in Section VII or written approval from the Greenway.

M. Record Keeping and Reporting

The **GRANTEE** will maintain accurate records of expenditures for a period of three years after the project is completed. The **GREENWAY** may, for a period of three years after project completion, inspect the financial records related to the project.

N. Re-Granting

The **GRANTEE** may not use any grant funds to re-grant to individuals or other organizations.

O. Permits

The **GRANTEE** is responsible for and must acquire any and all federal, state and local permits required for the project. All new construction projects must meet the 2010 American's with Disabilities (ADA) Design Standards http://www.ada.gov/2010ADASTandards_index.htm.

P. Certification Regarding Conflict of Interest and Financial Standing

Please note: Under NYS law, all not-for-profit corporations entering into a contract under this program will be required to sign a certification indicating that there is no conflict of interest, that the organization is in good financial standing, and that the funds will be used solely for public purposes.

VI. Completion of Agreement

No later than thirty days prior to the expiration date of this agreement, the **GRANTEE** shall

A. Notify the **GREENWAY** in writing that work will be completed pursuant to the term of the agreement.

OR

B. Present the **GREENWAY** with a proposed timetable for completion of any outstanding components of the scope of work beyond the agreement expiration date, and request a specific time extension during which time the project(s) will be completed.

OR

C. Notify the GREENWAY in writing that the GRANTEE is terminating the agreement and releases any remaining funds.

VII. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:

This MOU may only be modified, superseded or extended in writing and by mutual agreement of the GREENWAY, and the GRANTEE.

VIII. NOTICES

- A. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
- (i) via certified or registered United States mail, return receipt requested;
 - (ii) by personal delivery;
 - (iii) by expedited delivery service; or
 - (iv) by e-mail.

Such notices shall be addressed to the parties indicated on the Face Page hereof or to such different addresses as the parties may from time-to-time designate.

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

C. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

IX. Special Award Conditions

Special Award Conditions are identified on the Face Page hereof.

X. Effective Date and MOU Term

This MOU shall be effective when it is fully executed. The term of the MOU is identified on the Face Page hereof. The date of execution is the latest parties' signature date under the In Witness Whereof section identified on the Face Page hereof.

Schedule 1

Scope of Services and Budget

DRAFT



nraXKWeO

Town of Halfmoon Trail Feasibility Study

Application details

Grant Start Here

Start Here

To discuss your project application or for questions about this form, please contact us by [email](#) or call 518-473-3835.

I confirm that I meet the eligibility criteria for this grant and that my organization does not currently have an open grant in the selected category. ✓

BUTTON INSTRUCTIONS

When you are applying for funding, the form is an **Application**. When you have received funding, the form becomes a **Grant** (even for **Event Sponsorships**). The online program generally calls everything an application, but once your grant has been awarded treat it as a grant as described below.

For Applications and Grants

The **Save and next** button saves your work and allows you to enter information on another tab.

The **Save and close** button saves your work and close the application/grant, without submitting it to HRVG.

The **Preview** button allows you to review all of your work at once.

For Applications ONLY

The **Click here to submit your application to HRVG** button submits your application for review by HRVG. *Once selected you may no longer make changes to your application.*

For Grants ONLY

The **Click here to send your Grant documents and requests to HRVG** button submits your Grant requests to HRVG. *Once selected you may no longer make changes to your grant until HRVG staff returns the grant to you for more work.*

Grant Applicant Info

Applicant Organization

Town of Halfmoon

Applicant Org Address

| 2 Halfmoon Town Plaza

Applicant Org City	Halfmoon
Applicant Org State	NY
Applicant Org Zip Code	12065
Project or Event Applicant Org County	Saratoga
Type of Organization	Municipality
Applicant interest in property	Own
Federal Tax ID Number	14-6002224

Please provide a list of the Letters of Support you are attaching

Kevin Tollisen - Town of Halfmoon Supervisor,
 Richard Harris - Town of Halfmoon Building, Planning, and Development Coordinator
 Phil Barrett - Town of Clifton Park Supervisor

Please attach all letters of support here as PDF or JPEG files.

PDF	Halfmoon (T) HRVG Support... (473 KiB download)
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Project Information

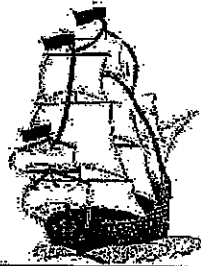
Trail Grant Project Type	<input checked="" type="checkbox"/> Planning/Design
Regional or Intermunicipal Project/Event	<input checked="" type="checkbox"/> No
Project County/Countries	<input checked="" type="checkbox"/> Saratoga
Project Municipalities	Town of Halfmoon
Project Site Address	2 Halfmoon Town Plaza, Halfmoon, NY 12065
Project Site City	Halfmoon
Project Site State	NY
Project Site Zip Code	12065

Project Summary

The Town of Halfmoon will complete a study to determine the feasibility of a trail connecting Crescent Road Bike & Pedestrian Path with the Erie Canalway Trail on Canal Road. The study will focus on the benefits of public access to the Mohawk River & Erie Canal Waterfront in Halfmoon & Clifton Park.

Town Supervisor
Kevin J. Tollisen

Town Board
Paul Hofaling
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

September 4, 2024

Kevin Burke, Chair
Hudson River Valley Greenway Conservancy
625 Broadway, 4th Floor
Albany, NY 12207

Re: Town of Halfmoon Crescent Road Bike and Pedestrian Path Extension Feasibility Study

Subj: Letter of Support

Dear Chairperson Burke:

I fully support and endorse the Town of Halfmoon's pursuit of funding for the Crescent Road Bike and Pedestrian Path Extension Feasibility Study. We are eager to identify the benefits and costs related to the extension of Halfmoon and Clifton Park Crescent Road pedestrian and bike paths.

The implementation of the findings from this feasibility study will increase and improve the connections to recreational assets in the Towns of Clifton Park and Halfmoon and the Capital Region overall. The study will appropriately define how to eliminate a current gap in trail connection which, when filled, enable recreational users to reach destinations like Crescent Park, Vischer Ferry Preserve, and the Exit 8 business corridor from both Halfmoon and Clifton Park. Grant funding from the Hudson River Valley Greenway will greatly assist in bringing this future to a reality.

Thank you in advance for your consideration of this request.

Sincerely,

Richard M. Harris, AICP
Town of Halfmoon Coordinator
Building, Planning & Development

Town Supervisor
Kevin J. Tollisen

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



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The implementation of the findings from this feasibility study will increase and improve the connections to recreational assets in the Towns of Clifton Park and Halfmoon and the Capital Region overall. The study will appropriately define how to eliminate a current gap in trail connection which, when filled, enable recreational users to reach destinations like Crescent Park, Vischer Ferry Preserve, and the Exit 8 business corridor from both Halfmoon and Clifton Park. Grant funding from the Hudson River Valley Greenway will greatly assist in bringing this future to a reality.

Thank you in advance for your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Tollisen', is written over a horizontal blue line.

Kevin J. Tollisen
Halfmoon Town Supervisor



Town of Clifton Park

One Town Hall Plaza | Clifton Park, New York 12065 | (518) 371-6651 | FAX: (518) 371-1136

September 6, 2024

Kevin Burke, Chair
Hudson River Valley GreenWay Conservancy
625 Broadway, 4th Floor
Albany, NY 12207

Re: Letter of Support from the Town of Clifton Park
Town of Halfmoon Crescent Road Bike and Pedestrian Path Extension Feasibility Study

Dear Chairperson Burke:

The Town of Clifton Park supports the Town of Halfmoon's pursuit of funding for the Crescent Road Bike and Pedestrian Path Extension Feasibility Study. We look forward to identifying the benefits and costs related to the extension of Halfmoon and Clifton Park Crescent Road pedestrian and bike paths to evaluate the potential for future public trail improvements connecting the communities.

The towns have worked together successfully to complete previous joint projects including the Crescent Road Multi-Use Trail, which included crossing the Exit 9 Bridge; the Erie Canal Community Connector Trail through Vischer Ferry Nature & Historic Preserve into the Town of Halfmoon; and the Sitterly Road Improvements to the Intersections of Woodin Road and Crossing Blvd and sidewalk.

The implementation of the findings from this feasibility study will increase and improve the connections to recreational assets in the Towns of Clifton Park and Halfmoon and the Capital Region overall. The study will appropriately define how to eliminate a current gap in trail connection which, when filled, enable recreational users to reach destinations like Crescent Park, Vischer Ferry Preserve, and the Exit 8 business corridor from both Halfmoon and Clifton Park. Grant funding from the Hudson River Valley Greenway will greatly assist in bringing this future to a reality.

Thank you in advance for your consideration of this request.

Sincerely,


Phil Barrett
Clifton Park Town Supervisor

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Project Sustainability

After the Feasibility Study is completed, the Town will pursue funding for design, permitting, right-of-way, and construction.

Project Diversity

None

Project Recreational Assets Connection

The proposed project will result in a feasibility study of a trail connecting Crescent Road Bike and Pedestrian Path with the Erie Canalway Trail on Canal Road. The Erie Canalway Trail forms the east-to-west portion of the 750-mile Empire State Trail. The feasibility study will identify both costs and expected benefits of this trail connection. The study will identify the benefits of several connections to recreational assets including Crescent Park to the Empire State Trail, Vischer Ferry Preserve connections, and the Crescent Park Kayak Launch. As a result of this study, implementation would increase and improve the connections to recreational assets in Halfmoon, Clifton Park, and the Capital Region.

Project description

The Town of Halfmoon will complete a feasibility study for a bike and pedestrian trail to connect Crescent Road with the existing Erie Canalway Trail on Canal Road. This missing connection, when filled, will enable recreational trail users to reach destinations like Crescent Park, Vischer Ferry Preserve, and the Exit 8 business corridor from both Halfmoon and Clifton Park. The feasibility study will identify the construction of an off-road trail link to connect several neighborhoods to the Town's Mohawk River Waterfront. Implementation of this study will enhance public access to the Mohawk River and educate trail users on the region's heritage with interpretive signage. Completion of this study will identify the route, needs, and the benefits of the trail link.

This study will identify the benefits of increasing and improving public access, which aligns with the Greenway Criteria. Additionally, this study will focus on a trail connection to a statewide recreational resource. The proposed project will have benefits for both the Towns of Clifton Park and Halfmoon as the Crescent Road Bike and Pedestrian Path was a joint project between the two Towns. This project will extend that path and increase the benefits once implemented. The feasibility study will study the decrease of vehicle miles traveled and encourage alternate modes of transportation in an area where congestion is a problem. Encouraging alternate modes of transportation will have numerous public health benefits as it will encourage more physical activity. Implementation of this study's findings will result in an enhancement of the appeal and safety of the local pedestrian and bicycling network and will provide a unique way to experience the Mohawk River and Erie Canal.

Senate District	44
Assembly District	112
Congressional District	20
District Map Year	2022
The Community Risk and Resiliency Act (CRRRA) of 2014, along with the Smart Growth Public Infrastructure Policy Act prohibits New York State agencies from approving, undertaking, supporting, or funding public infrastructure projects unless the projects are consistent with mitigation	✓

of future physical risk from sea-level rise, storm surges, and flooding. Your participation in this grant program is pursuant to this requirement and you acknowledge that if your project is one that seeks to build physical infrastructure it will be consistent with the criteria listed. Full information on the CRRA can be found on the [NYS DEC website](#).

Does the project require a permit approval or funding from any governmental agency (federal, state or local)? No

Trail Grant Questions

SEQRA Status - Please select the appropriate action type Type 2

For further guidance, see [NYS DEC website](#).
If the project is a Type I or Unlisted Action, please attach the Environmental Assessment Form.

Contacts

Applicant/Grant Contacts (Add at least 2 and up to 4)

	Contact Info	Grant Signatory	Lead Contact	Alternate Contact 1	Alternate Contact 2
1	Courtesy title (Mr./Ms.)	Ms	Ms	Mr	
2	First Name	Carrie	Carrie	Kevin	
3	Middle Initial				
4	Last Name	Milano	Milano	Tollisen	
5	Job Title	Principal Clerk	Principal Clerk	Supervisor	
6	Organization	Town of Halfmoon	Town of Halfmoon	Town of Halfmoon	
7	Street Address 1	2 Halfmoon	2 Halfmoon	2 Halfmoon	

		Town Plaza	Town Plaza	Town Plaza
8	Street Address 2			
9	City	Halfmoon	Halfmoon	Halfmoon
10	State	NY	NY	NY
11	Zip Code	12065	12065	12065
12	Phone 1	518-371-7410	518-371-7410	518-371-7410
13	Phone 2			
14	Email 1	cmilano@townof Halfmoon.org	cmilano@townof halfmoon.org	ktollisen@towno fhalfmoon.org
15	Email 2			

Website

<https://www.townofhalfmoon-ny.gov/>

Timeline & Budget

Timeline Start Date 11/01/2024

Timeline End Date 06/30/2025

Timeline Description and Dates

	Task Name	Step Description	Start Date	End Date	Notes
1	Task 1	Consultant Procurement	November 2024	December 2024	
2	Task 2	Project Initiation	December 2024	January 2025	
3	Task 3	Public Outreach	January 2025	February 2025	
4	Task 4	Landowner Engagement	January 2025	February 2025	
5	Task 5	existing Conditions &	February 2025	March 2025	

5 of 8

Analysis

6	Task 6	Environmental, Transportation, and Circulation Analysis	March 2025	April 2025
7	Task 7	Land Use & Zoning	March 2025	April 2025
8	Task 8	Preparation of Conceptual Plans	April 2025	May 2025
9	Task 9	Final Report	May 2025	June 2025
10	Task 10	Project Closeout	June 2025	June 2025

Requested Budget Section

XLSX [Halfmoon \(1\) HRVG Feasibi... \(50 KIB download\)](#)

Signatory & Resolution

Application Signatory Name: Carrie Milano
 Application Signatory Title: Municipal Clerk
 Signatory Phone: 518-371-7410
 Signatory Email: cmilano@townofhalfmoon.org
 Application Signed Date: 09/06/2024
 Board Resolution is included: No
 Board Resolution will be sent on or by: 09/30/2024

I hereby affirm under penalty of perjury that information provided on this form and attached statements and exhibits is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor

Funds Requested

List costs all costs associated with the project that you would like the grant, if awarded, to cover.
 All items filled in on this "Funds Requested" tab will auto-total to the "Totals" tab.
 To enter matching funds and in-kind, please click on the "Match" tab at the bottom of this form.

Contractual/Professional Services Vendors
 (Your municipal/organization staff salaries not allowed)

	Amounts	
Vendor or Service> Professional Planning Services	\$55,000.00	<Fill in
Vendor or Service>		<Fill in
Vendor or Service>		<Fill in
Vendor or Service>		<Fill in
Vendor or Service>		<Fill in
<i>Sub-Total Contractual/Professional Services*</i>	<i>\$55,000.00</i>	<Will auto-total

Equipment/Supplies/Materials

	Amounts	
Specify>		<Fill in
Specify>		<Fill in
Specify>		<Fill in
Specify>		<Fill in
Specify>		<Fill in
<i>Sub-Total Equipment/Supplies/Materials*</i>	<i>\$0.00</i>	<Will auto-total

Construction Vendors
 (Your municipal/organization staff salaries not allowed)

	Amounts	
Vendor or Service>		<Fill in
Vendor or Service>		<Fill in
Vendor or Service>		<Fill in
Vendor or Service>		<Fill in
Vendor or Service>		<Fill in
<i>Sub-Total Construction*</i>	<i>\$0.00</i>	<Will auto-total

Total Funds Requested* **\$55,000.00** <Will auto-total

*Will automatically transfer to the correct location on Totals tab.

Your Match, Section 1: Cash

Use section 1 and 2 to document amounts used to match Funds Requested.
 You must provide at least \$1 in Match (Cash and/or In-Kind) for every \$1 of Funds Requested.
 All items listed on this "Match" tab will auto-total to the "Totals" tab.
 Note: NYS funding cannot be used as match for Greenway Trail, Planning, or Compact Grants.
 Note: Federal funds cannot be used as match for Heritage Development Grants.

Contractual/Professional Services Vendors (Your municipal/organization staff salaries not allowed)		Amounts
Vendor or Service>	Professional Planning Services	\$55,000.00 <Fill in
Vendor or Service>		<Fill in
Vendor or Service>		<Fill in
Vendor or Service>		<Fill in
Vendor or Service>		<Fill in
Sub-Total Contractual/Professional Services*		\$55,000.00 <Will auto-total
Equipment/Supplies/Materials		Amounts
Specify>		<Fill in
Specify>		<Fill in
Specify>		<Fill in
Specify>		<Fill in
Specify>		<Fill in
Sub-Total Equipment/Supplies/Materials*		\$0.00 <Will auto-total
Construction Vendors (Your municipal/organization staff salaries not allowed)		Amounts
Vendor or Service>		<Fill in
Vendor or Service>		<Fill in
Vendor or Service>		<Fill in
Vendor or Service>		<Fill in
Vendor or Service>		<Fill in
Sub-Total Construction*		\$0.00 <Will auto-total
Land Acquisition		Amounts
Specify>		<Fill in
Sub-Total Land Acquisition*		\$0.00 <Will auto-total
*Will automatically transfer to the correct location on Totals tab.		
Sub-Total Cash Match		\$55,000.00

Your Match, Section 2: In-Kind

In-Kind Services (Your municipal/organization staff salaries allowed)		Amounts
Job title>		<Fill in job title
Rate of Pay>		<Fill in rate of pay
Total Hours>		<Fill in hours
Total Salary 1	\$0.00	<Will auto-total
Job title>		<Fill in job title
Rate of Pay>		<Fill in rate of pay
Total Hours>		<Fill in hours
Total Salary 2	\$0.00	<Will auto-total
Job title>		<Fill in job title
Rate of Pay>		<Fill in rate of pay
Total Hours>		<Fill in hours
Total Salary 3	\$0.00	<Will auto-total
Job title>		<Fill in job title
Rate of Pay>		<Fill in rate of pay
Total Hours>		<Fill in hours
Total Salary 4	\$0.00	<Will auto-total
Job title>		<Fill in job title
Rate of Pay>		<Fill in rate of pay
Total Hours>		<Fill in hours
Total Salary 5	\$0.00	<Will auto-total
General Volunteer Hours (New York rate of \$35.71 per IndependentSector.org)		
Total Hours>	0.00	<Fill in general hours
Sub-total In-Kind Services*		\$0.00 <Will auto-total

Total Match*

\$55,000.00 <Will auto-total

*Will automatically transfer to the correct location on **Totals** tab.

Outside Funds

Use this section to document funds *not being used as match*, but that are necessary in order to complete the project. Only document spending *outside of and in addition to* those in **Funds Requested and Match**. Tell us if your organization has already secured these funds or not. There is space for up to three items.

Specify> **Describe the source of these funds** **Amount** <Fill in amount
Choose> **What is the status of these funds?**
Specify> **What will these funds be used for?**

Specify> **Describe the source of these funds** **Amount** <Fill in amount
Choose> **What is the status of these funds?**
Specify> **What will these funds be used for?**

Specify> **Describe the source of these funds** **Amount** <Fill in amount
Choose> **What is the status of these funds?**
Specify> **What will these funds be used for?**

Total Outside Funds*

\$0.00 <Will auto-total

*Will automatically transfer to the correct location on **Totals** tab.

DRAFT

**Hudson River Valley Greenway or National Heritage Area
Grant Application Budget Request**

Fill in all expenses associated with the project using the Funds Requested and Match tabs.
The math is done for you! Numbers entered in any tab will automatically total here. You cannot enter anything on this page.

Project Costs	Funds Requested	Match	Outside Funds	Total
Contractual/Professional	\$55,000.00	\$55,000.00	N/A	\$110,000.00
Equipment/Supplies/Materials*	\$0.00	\$0.00	N/A	\$0.00
Construction*	\$0.00	\$0.00	N/A	\$0.00
Land Acquisition*	N/A	\$0.00	N/A	\$0.00
Cash Sub-Totals	\$55,000.00	\$55,000.00		\$110,000.00
In-Kind Services*	N/A	\$0.00	N/A	\$0.00
Outside Funding*	N/A	N/A	\$0.00	\$0.00
Totals*	\$55,000.00	\$55,000.00	\$0.00	\$110,000.00
	Total Requested	Total Match	Total Outside Funds	Total Project Cost

Total Match must equal or exceed Total Requested

*Will automatically total from respective worksheet

RESOLUTION NO.274 -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 Supervisor Tollisen**

RESOLVED, that the Town Board authorizes the Supervisor to apply for and to execute any documents associated with the Hudson River Valley Greenway Trails Conservancy in the amount of \$110,000.00 for the Crescent Road Bike and Pedestrian Path Extension Feasibility Study, subject to the review and approval of the Town Attorney.

**TOWN OF HALFMOON - RESOLUTION #274-2024
HUDSON RIVER VALLEY GREENWAY TRAILS CONSERVANCY GRANT
PROGRAM**

The Town of Halfmoon Town Board made a motion to adopt the following Resolution:

WHEREAS, the Town of Halfmoon is applying to the Hudson River Valley Greenway Trails Conservancy Grant Program ("HRVG") for a project entitled "Town of Halfmoon Crescent Road Bike and Pedestrian Path Extension Feasibility Study";

WHEREAS, the applicant municipality under the HRVG may obtain the approval/endorsement of the governing body of the municipality or municipalities in which the project will be located;

WHEREAS, the Hudson River Valley Greenway, pursuant to the Trails Conservancy Grant regulations requires an applicant to fund 50% of the total project cost, pursuant to the grant program;

WHEREAS, the Town Board will commit to a local match contribution of cash and in-kind services not to exceed 50% of total project cost;

NOW, THEREFORE, BE IT RESOLVED that the governing board of the Town of Halfmoon hereby does approve and endorse the application for a grant application under the Hudson River Valley Greenway Trails Conservancy Grant Program, for a project known as the Town of Halfmoon Crescent Road Bike and Pedestrian Path Extension Feasibility Study.

Councilman Wasielewski motioned

Councilman Connors seconded

On the vote:	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
<u>Absent</u>			
Supervisor Tollisen	X		
Deputy Supervisor Hotaling	X		
Jeremy Connors	X		
John Wasielewski	X		
Eric Catricala	X		

Adopted:

I hereby certify that the above resolution was adopted by the Town Board of the Town of Halfmoon at a regularly scheduled Town Board meeting held on 9/18/2024 and is on file in the Town Clerk's Office.

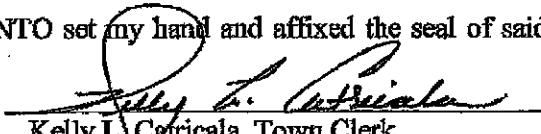


Kelly L. Catricala, Town Clerk
Town of Halfmoon

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

I, KELLY L. CATRICALA, Town Clerk of the Town of Halfmoon, Saratoga County, New York do hereby CERTIFY that the foregoing copy of the RESOLUTION NUMBER 274-2024 the Town Board of the Town of Halfmoon hereby does approve and endorse the application for a grant application under the Hudson River Valley Greenway Trails Conservancy Grant Program, for a project known as the Town of Halfmoon Crescent Road Bike and Pedestrian Path Extension Feasibility Study, approved by the Town Board, September 18, 2024 is a true and correct copy of such original and the whole thereof.

IN TESTIMONY WHEREOF, I HEREUNTO set my hand and affixed the seal of said Town, this 19th day of September 2024.



Kelly L. Catricala, Town Clerk
of the Town of Halfmoon
Saratoga County, New York

pursuant to Section 210.45 of the Penal law.

Grantee MOUs, Requests, Final Reports

Grantee MOUs, Requests, Final Reports

Note: If you are submitting a request on both the 'Grantee MOUs, Requests, Final Reports' and 'Payments' tabs, please remember to fill out all sections and upload your documents to both tabs (hit **Save + Next** after finishing each tab), then hit the resubmit at the bottom of the page when done with both. If you hit resubmit before both tabs are complete, you will need to contact [Greenway staff](#) so they can reset your 'application' to resubmission required.

Grantee Organization Name Town of Halfmoon

Funding Provided by HRVG

Minimum Applicant Match Required

Revised Timeline and Budget Section

Upload all files but Budget forms or Claims for Payment below.

Files may be formatted as follows:

1. Please combine individual files of the same file type into one file if it is under the maximum file size of 50MB. For example only submit one file for a Final Report containing only PDF files. Add a second file with all pictures. PDF files are preferred.
2. Upload pdf, xlxs, xls, gif, jpeg/jpg, png, tif/tiff, mp4, mp3, mpeg, m4p, m3p, or zip files.
3. Maximum file size is 50MB per piece.
4. A maximum of ten pieces can be uploaded with your application.
5. Video attachments may be hosted on a video site such as YouTube or Vimeo.
6. After uploading your files, please fill in the file name in the box below the file.
7. **Claims for Payments/Payments Requests have been moved to the "Payments" Tab**

BUTTON INSTRUCTIONS

When you are applying for funding, the form is an **Application**. When you have received funding, the form becomes a **Grant** (even for **Event Sponsorships**). The online program generally calls everything an application, but once your grant has been awarded treat it as a grant as described below.

For Applications and Grants

The **Save and next** button saves your work and allows you to enter information on another tab.

The **Save and close** button saves your work and close the application/grant, without submitting it to HRVG

The **Preview** button allows you to review all of your work at once.

For Applications ONLY

The **Click here to submit your application to HRVG** button submits your application for review by HRVG. *Once selected you may no longer make changes to your application.*

For Grants ONLY

The **Click here to send your Grant documents and requests to HRVG** button submits your Grant requests to HRVG. *Once selected you may no longer make changes to your grant until HRVG staff returns the grant to you for more work.*

Payments Requests

Note: If you are submitting a request on both the 'Grantee MOUs, Requests, Final Reports' and 'Payments' tabs, please remember to fill out all sections and upload your documents to both tabs (hit **Save + Next** after finishing each tab), then hit the resubmit at the bottom of the page when done with both. If you hit resubmit before both tabs are complete, you will need to contact [Greenway staff](#) so they can reset your 'application' to resubmission required.

Grantee Organization Name Town of Halfmoon

HRVG Grant Awarded

Minimum Grant Match Required

Upload all files below.

Files may be formatted as follows:

1. **Please submit a total of two files:**
One file for a Claim for Payment containing the signed CFP and backup documents, preferably as a PDF.
Please submit the second file as an EXCEL file for the Match Documentation Worksheet.
2. Upload pdf, xlxs, xls, or zip files.
3. Maximum file size is 50MB per piece.
4. A maximum of 2 pieces can be uploaded with your request.

BUTTON INSTRUCTIONS

When you are applying for funding, the form is an **Application**. When you have received funding, the form becomes a **Grant** (even for **Event Sponsorships**). The online program generally calls everything an application, but once your grant has been awarded treat it as a grant as described below.

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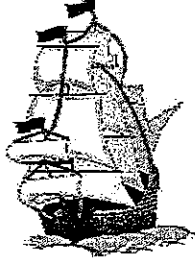
For Grants ONLY

The **Click here to send your Grant documents and requests to HRVG** button submits your Grant requests to HRVG. *Once selected you may no longer make changes to your grant until HRVG staff returns the grant to you for more work.*

Log in to hrvg.grantplatform.com to see complete application attachments.

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: December 18, 2024
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.

DEBIT:	Revenues	25-980	\$3,850.00
	Subsidiary: Home & Community Services		
	25-4-2189.00		\$3,850.00
CREDIT:	Appropriations	25-960	\$3,850.00
	Subsidiary: Engineering Contractors Inspections		
	25-5-1440.40		\$3,850.00

Information Only: The above was derived from the following breakdown of charges to be paid on December 19, 2024, Abstract for engineering and related fees.

<u>NAME</u>	<u>AMOUNT</u>
Orchard Pointe Paving	\$3,190.00
Summit at Halfmoon PDD	\$ 660.00
Total	\$3,850.00

A resolution is necessary to create appropriations within the Special Revenue fund from Recreation Fees in the not exceed amount of \$33,800 per resolution no. 359-2024, dated December 18, 2024, for the engineering services associated with surveying and preliminary design for the Champlain Canalway Trail and Pedestrian Bridge Project in accordance with the proposal dated November 18, 2024.

DEBIT:	Unappropriated Fund Balance	25-911	\$33,800.00
CREDIT:	Appropriations	25-960	\$33,800.00
	Subsidiary: Engineering		
	25-5-1440.40		\$33,800.00

A resolution is needed to create the following budget amendment of appropriations and revenues in the Special Revenue Fund for engineering fees for on-site quality inspections. These funds are developer's monies held in escrow by the Town in a regular checking account and used for the payment of costs for that particular project. This resolution is necessary to comply with proper accounting procedures as set forth by NYS Department of Audit and Control for 2024 expenses including those paid after January 1, 2025.

DEBIT:	Revenues	25-980	\$50,000.00
	Subsidiary: Home & Community Services		
	25-4-2189.00		\$50,000.00
CREDIT:	Appropriations	25-960	\$50,000.00
	Subsidiary: Engineering Contractors Inspections		
	25-5-1440.40		\$50,000.00

A resolution is necessary to **close** the project budgetary accounts within the Capital Projects Fund for the NYS Route 9 Water Main Connection, the NYS Route 236 Water Main Connection and the Northern Sites Drive Water Main Extension. The NYS Route 9 Connection now provides redundancy in the distribution system and provides an alternative way to supply water to the southwest portion of the Town in the event of service disruption elsewhere. The NYS Route 236 Connection now provides redundancy in the distribution system and allows water to flow from the Town's higher-pressure zone to the lower in an emergency. The Northern Sites extension, which was not served by the Town's water distribution system, now provides a reliable source of supply. The project was funded by Water Fund Capital Reserves and the remaining monies plus interest earned will be returned to Reserves.

DEBIT:	Appropriations	35-960	\$1,000,000.00
	Subsidiary:		
	Transmission & Distribution- NYS Route 9 & Route 236 Water Main Connections & Northern Sites Water Main Extension		
	35-5-8340.27		\$1,000,000.00
CREDIT:	Revenues	35-980	\$1,000,000.00
	Subsidiary: Interfund Transfers		
	35-4-5031.00		\$1,000,000.00

A resolution is necessary to create appropriations in the Highway fund to purchase a Crosswind1 Single-Engine Regenerative Air Sweeper from Joe Johnson Equipment LLC. On October 17, 2024, a fire occurred involving the Town's current street sweeper, resulting in significant damage to the vehicle and rendering it non-operational. The Town has been advised by the vendor that the damage is too extensive for repair.

DEBIT:	Unappropriated Fund Balance	20-911	\$393,019.00
CREDIT:	Appropriations	20-960	\$393,019.00
	Subsidiary: Machinery-Equipment		
	20-5-5130.20		\$390,019.00