



**TOWN BOARD MEETING**  
**December 04, 2024**  
**7:00 PM**  
**A. James Bold Meeting Room**

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**AGENDA**

**WORKSHOP - Board Room - 6:15 PM**

**PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**

**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](http://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.

**JINGLE BELL BASH:** Saturday, December 7th from 12:00 pm to 4:00 pm at the Town Complex. Fun filled day for the kids with pictures with Santa & Mrs. Claus, Sleigh Rides; Craft Making; Balloon Artist; Face Painting & so much more!

**AN EVENING WITH MRS. CLAUS:** Friday, December 13th at 6:00 pm at the Town Hall. Limited to 50 children under the age of 10. Reservations begin early December. Please contact Halfmoon Celebrations Association, Inc. at [www.halfmooncelebrations.org](http://www.halfmooncelebrations.org) for additional information. **THIS EVENT HAS SOLD OUT!**

**MARKETPLACE ON CANDY CANE LANE:** Saturday, December 14th from 10:00 am to 4:00 pm for all of your holiday shopping at the Town Hall! So many vendors will be on hand with exciting gift ideas for you!

**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)**

- a. Chair of Personnel Committee
- b. Ethics Committee
- c. Co-Liaison to Comprehensive Plan Update Committee
- d. Chair of Infrastructure & Safety (Water, Highway, Building & Maintenance)
- e. Co-Chair for Character Counts

**John Wasielewski (Town Board Member)**

- a. Liaison to Planning Board
- b. Chair of Committee of Emergency Services & Public Safety
- c. Liaison to Animal Control and related services

**Jeremy Connors (Town Board Member)**

- a. Liaison to Zoning Board
- b. Chair of Business and Economic Development Committee
- c. Chair for Not-for-Profit Organizations
- d. Liaison to Comprehensive Plan Update Committee

**Eric Catricala (Town Board Member)**

- a. Co-Liaison to Planning Board
- b. Co-Chair of Business and Economic Development Committee
- c. Chair for Parks and Athletics Organizations
- d. Chair for Recreation
- e. Co-Chair for Character Counts
- f. Liaison to Trails & Open Space Committee

**Kelly L. Catricala (Town Clerk)**

**Dana Cunniff (Receiver of Taxes)**

- a. Chair of Committee on Resident Relations

**Lyn Murphy, Esq. (Town Attorney)**

**Cathy Drobny, Esq. (Deputy Town Attorney)**

**PUBLIC COMMENT (For discussion of agenda items)**

**DEPARTMENT REPORTS**

**1. Building Permits Total # Permits - 44 Total Fees Submitted to the Supervisor - \$81,073.63  
Fire Inspections - 60 Total Fees Submitted to the Supervisor - \$ 4,750.00**

**2. Town Clerk**

**Total Fees Submitted to the Supervisor - \$5,665.43**

### 3. Senior Express

Total # Rides – 607      Total # Meals – 599

### 4. Town Justice Suchocki

Total # Cases 132 Total Fees Submitted to the Supervisor - \$15,908.00

## DEPARTMENT MANAGER MONTHLY REPORTS

Animal Control, Highway, Town Clerk, Water

## CORRESPONDENCE

1. **Received** from the Town of Halfmoon Planning Board, Resolutions from the November 12, 2024 meeting.
2. **Received** from Clifton Park-Halfmoon Fire District # 1, their Notice of Annual Election that will take place on December 10, 2024 from 6 pm to 9 pm at the Clifton Park Firehouse located at 38 Old Route 146, Clifton Park, NY.
3. **Received** from the Saratoga County Water Authority, their Notice of Public Hearing on the SCWA's proposal to increase the municipal water rate by 1.5%. The Public Hearing will take place on December 18, 2024 at 3:30 pm at the Saratoga County Municipal Complex, Building 1 at 40 McMaster Street, Ballston Spa, NY 12020.
4. **Received** from the Town Planning Board, Resolutions approved at the November 25, 2024 meeting.
5. **Received** from Paul Marlow, his resignation letter as Sr. Planning/Storm Water Management Technician for the Town of Halfmoon, effective December 13, 2024.
6. **Received** from the Town of Halfmoon Zoning Board of Appeals, their resolutions from the December 2, 2024 meeting.

## OLD BUSINESS

## NEW BUSINESS

345. **Resolution** to approve the Town Board Meeting Minutes of November 20, 2024.

**Resolution** that the Town Board approves the Minutes of the Town Board Meeting of November 20, 2024.

**Resolution Introduced by Town Clerk Catricala**

346. **Resolution** that the Town Board hereby hires Michael Coulombe.

**Resolution** that the Town Board hereby hires Michael Coulombe as a Laborer for the Highway Department at Grade 2 Base Pay \$22.61/hr., subject to successful completion of pre-employment testing.

**Resolution Introduced by Superintendent of Highways Bryans**

**347. Resolution** that the Town Board hereby appoints Rich Harris as the Storm Water Program Coordinator.

**Resolution** that the Town Board hereby appoints as the Storm Water Program Coordinator in addition to his current titles effective immediately with no additional compensation, in compliance with the New York State Department of Environmental Conservation requirements, subject to the review and approval of the Town Attorney.

**Resolution Introduced by Supervisor Tollisen**

**348. Resolution** to install a street light at the end of Terminal Drive.

**Resolution** that the Town Board authorizes the installation of an LED street light on pole #473 - 2 located at the end of Terminal Drive in the Town of Halfmoon, subject to the review and approval of the Town Attorney.

**Resolution Introduced by Superintendent Of Highways Bryans**

**349. Resolution** to place equipment on Auctions International.

**Resolution** that the Superintendent of Water & Building Maintenance Supervisor has determined that a 2007 Komatsu WA65-5-wheel loader with bucket and pallet forks, owned by the Town of Halfmoon, is equipment that should be sold or otherwise disposed of on Auctions International as they are no longer of use to the Town, subject to the review and approval of the Town Attorney.

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

[350. Resolution to hire Barton & Loguidice for surveying and preliminary design services for the Champlain Canalway Trail and Pedestrian Bridge Project.](#)

[Resolution authorizing the Supervisor to enter into an agreement with Barton & Loguidice to provide engineering services associated with surveying and preliminary design services for the Champlain Canalway Trail and Pedestrian Bridge Project consistent with the proposal submitted by Barton and Loguidice dated November 18, 2024, in the not to exceed amount of \\$33,800.00 and to authorize the Supervisor to sign any agreements and any documentation necessary to complete the work, subject to the review and approval of the Town Attorney.](#)

[Resolution Introduced by Building, Planning Development Coordinator Harris.](#)

[351. Resolution that the Town Board authorizes the Comptroller to make the attached Creation of Appropriations Resolution Introduced by Comptroller Sullivan](#)

**PUBLIC COMMENT (For discussion of non-agenda items)**

**ADJOURN**

# Barton & Loguidice

November 18, 2024

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

Re: Champlain Canalway Trail and Pedestrian Bridge Project  
Proposal for Professional Engineering Services

File: P710.2474

Barton & Loguidice (B&L) is pleased to present this proposal for surveying and preliminary design services for the Champlain Canalway Trail and Pedestrian Bridge Project, aligning with Transportation Improvement Program (TIP), State Transportation Improvement Program (STIP), and Federal standards. This project aims to enhance the historic Champlain Canal trail corridor, fostering connectivity between the Town of Waterford and the City of Mechanicville, and providing safe, continuous trail experience for multiple recreational uses.

## PROJECT UNDERSTANDING

The Champlain Canalway Trail currently extends approximately 1,300 feet north of the Upper Newtown Road intersection and terminates at a site where an old towpath bridge once spanned the canal. While the original bridge is no longer present, the historic stone abutments remain intact and stable, creating an opportunity to reconnect and enhance this route with a new pre-fabricated pedestrian bridge. This project will include trail extension, bridge installation, and improvements to increase accessibility and sustainability, further supporting public engagement with this historic landscape.

## DETAILED DESCRIPTION OF PROPOSED PROJECT

This project comprises several key components to improve user experience and trail connectivity:

1. **Installation of a Pre-Fabricated Pedestrian Bridge:** A new engineered pedestrian bridge will be installed using the historic stone bridge abutments as support. This bridge will meet ADA accessibility standards and be built to ensure durability and safety, harmonizing with the canal's historical character.
2. **Trail Extension and Enhancement:** The trail will be extended northward from the current endpoint, following the original canal towpath. Work will include surface grading,



erosion control, and trailhead improvements to ensure accessibility for a range of users, including pedestrians, cyclists, and joggers.

3. Equipment and Maintenance Provisions: Appropriate equipment will be acquired for ongoing maintenance to ensure trail durability and usability, such as compact grading equipment for trail upkeep and safe surface restoration.

### **SCOPE OF SERVICES**

This Scope of Services outlines the tasks Barton & Loguidice (B&L) will perform based on our understanding of the Champlain Canalway Trail and Pedestrian Bridge Project. Services will be executed in line with the assumptions and clarifications provided below.

#### **TASK 1: PROJECT KICKOFF MEETING & SCOPING**

- Kickoff Meeting: B&L will organize a meeting with representatives from the Town's Highway Department and Parks Department. The goal is to review all project components, finalize the budget and scope of services, and establish the project timeline.
- Site Visit and Condition Assessment: Following the kickoff meeting, B&L will conduct an on-site inspection to assess the bridge abutments' current condition, confirming their viability for supporting the new pre-fabricated pedestrian bridge. Based on visual inspection and engineering judgment, we assume the abutments will be rehabilitated and remain structurally sound for the bridge installation.

#### ***Assumptions and Clarifications:***

- Existing bridge abutments will be utilized, requiring only rehabilitation to accommodate the new pedestrian bridge.
- No soil borings or subsurface investigations will be performed, as subsurface conditions are assumed to be suitable for construction based on the existing foundation.

#### **TASK 2: TOPOGRAPHIC SURVEY**

Barton & Loguidice (B&L), in partnership with CivilTec, will conduct a topographic survey covering approximately 800 linear feet of the Champlain Canalway Trail. This survey will provide a detailed base map tied to the North American Vertical Datum of 1988 (NAVD 88) and the New York State Plane Coordinate System (NYSPC).

- Field Survey and Data Collection: CivilTec will capture all visible natural and man-made features within the survey area through field surveying. Key topographic features will be



identified and mapped, including trail edges, vegetation, surface utilities, structures, and other relevant landscape elements.

- Digital Terrain Model (DTM): Collected data will be used to generate a DTM with 1-foot contour intervals to support design, planning, and construction requirements.
- Utility Coordination: B&L will coordinate with Town of Halfmoon staff to accurately locate and represent any known underground utilities within the survey area on the base map.

**Deliverables:**

- Draft topographic maps in PDF format.
- AutoCAD (.dwg) files containing all topographic and feature data.

**Exclusions:** Boundary survey services and deed research are not included in this scope of services.

**TASK 3: RTP DESIGN REPORT**

The design report will address three core components of the project: the pedestrian bridge improvements, trail extension and finally, enhancement. Each component will be thoroughly evaluated and designed to meet ADA, AASHTO, and NYSDOT standards.

**Project Components**

**1. Installation of a Pre-Fabricated Pedestrian Bridge**

- **Objective:** To provide a safe and accessible pedestrian crossing, restoring continuity along the trail using the existing stone bridge abutments.
- **Scope:** Design a pre-fabricated bridge to span the original canal towpath, utilizing the historic stone abutments as support.
- **Standards:** Ensure ADA compliance, addressing design load, accessibility, and environmental considerations. The bridge will blend with the historic character of the canal and surrounding landscape.
- **Outcome:** The bridge will offer a durable, long-term solution, accommodating all trail users.

**2. Trail Extension and Enhancement**

- **Objective:** To extend the trail northward from its current terminus, following the original canal towpath.



- **Scope:** Perform grading and surface preparation, erosion control, and install drainage improvements along the new trail section to ensure year-round accessibility. Improvements will include trailhead upgrades to support users such as cyclists, joggers, and walkers.
- **Standards:** Meet AASHTO standards for multi-use paths, including grading, drainage, and erosion control to maintain safe and accessible trail surfaces.
- **Outcome:** A stable, ADA-compliant trail extension that enhances user experience and safety, integrating the path with existing infrastructure.

### **Deliverables**

- Comprehensive Design Report to NYSDOT / RTP standards detailing each project component.
  - Appendix A: Federal Environmental Assessment Worksheet (FEAW) for NEPA determination, Environmental Review Summary and Checklist, SEQR documentation and any additional required environmental documentation.
  - Cost estimate breakdowns for each project phase.
  - Appendix C: Conceptual Design Documentation which identifies the project elements in relation to surrounding areas (adjoining property boundaries, roadways, water bodies, wetlands, public access, etc.).
  - State Historic Preservation Office (SHPO) Section 106 Letter

### **TASK 4: ENVIRONMENTAL INVESTIGATIONS**

#### **Wetland Reconnaissance/Delineation:**

1. Based on initial site observations and the cursory review of prevailing conditions and existing vegetation/cover types along the immediate project area jurisdictional wetlands/water may occur within/adjacent to the planned pedestrian bridge. To facilitate design and wetland avoidance, B&L staff will conduct a field reconnaissance of the project area to confirm the presence/absence of jurisdictional wetlands and waters.
2. Based on preliminary observations made at the site, it is assumed that wetlands/waters are present within/adjacent to the project area. A formal wetland delineation and corresponding wetland delineation memo (both prepared according to U.S Army Corps of Engineers protocol) will be completed in order to facilitate wetland documentation and avoidance. It is assumed that the project will not result in disturbance to any on-site wetlands, waters, or state-mapped and regulated wetland buffers, thereby negating the need for a Joint Application Permit (JAP) with the NYSDEC and USACE. Thus, no permitting services are included in this proposal.



3. General Ecology and Threatened and Endangered Species:
  - a. Screen existing databases to determine the presence/absence of threatened/endangered (T&E) species or critical (protected) habitats within the vicinity of the project area.
  - b. In concert with the wetland reconnaissance, field inventory the site to document the presence/absence of protected habitats on-site capable of harboring T&E species. This information will be used to support the T&E species documentation. It is assumed that no additional surveys including Phase II, presence/absence species surveys, or acoustic analysis, will be required or requested as part of this project. Such studies and investigations are not covered under this Scope of Service.
  - c. It is assumed that protected bat species will be determined as a record of concern for the project area. B&L will conduct a site visit with Highway and/or Parks Department personnel to identify and flag trees that may provide potential bat habitat; these trees will need to be cut within the time period November 1st through March 31st to avoid direct impacts to bat species. Additional mitigative items are not assumed to be needed.
4. Cultural and Historic Resource Considerations:
  - a. The NYS Office of Parks, Recreation and Historic Preservation's (OPRHP) Cultural Resources Information System (CRIS) will be queried as an initial step to identify whether the proposed project will have any impacts on archaeological, cultural, or historical sites or properties. Photographs and site figures showing the extent of work and existing site conditions will be provided during the initial query step. Phase I, II, and III archaeological investigations are not included under this scope of services. It is assumed that the OPRHP's initial review will result in "no effect" to any historic, cultural, or archaeological resources in the vicinity of the project. Additional information requests and coordination would be covered as an additional service.
5. Public Information Meeting:
  - a. Attend one (1) regular Town Board meeting to present the draft report to the Board and public. Respond to questions/comments.
6. Preliminary Agency Coordination:
  - a. B&L will submit the final concept plan and a companion narrative to the NYS Canal Corporation. It is assumed that no wetlands will be impacted by the project and no coordination with the NYSDEC and USACE is required.



- 7. Environmental Review/SEQR Compliance:
  - a. Prepare Part 1 of the Short-form Environmental Assessment Form (EAF) for assessment of potential environmental impacts.
  - b. Review Part 1 at a Town Board Meeting, and assist the Town Board with completing a coordinated SEQR review.
  - c. Complete Parts 2 and 3 for Town Board consideration of potential impacts and mitigation.
  - d. Provide technical assistance/review to the Town attorney for SEQR related resolutions and (assumed) negative declaration. File the Negative Declaration with the NYS ENB.
  
- 8. Permits and Certifications:  
If it is determined that NYSDEC/USACE coordination and/or permits are required for the final project design, this will be an additional service.

**ASSUMPTIONS**

B&L assumes that grant administration tasks associated with the Recreational Trails Program (RTP) grant award will be attributed to the pre-existing grant writing and administration services agreement between the Town and B&L, as needed and directed by the Town.

**FEE ESTIMATE**

Barton & Loguidice (B&L) proposes to provide the above services for the Champlain Canalway Trail and Pedestrian Bridge Project on a Lump Sum (LS) basis as outlined below. B&L will invoice the Town of Halfmoon on a monthly basis, in-line with project completion percentages. Services exceeding the proposed budget will require prior written approval from the Town of Halfmoon.

<b>Task 1</b>	<b>Project Kickoff Meeting &amp; Scoping</b>	<b>\$ 2,500</b>
<b>Task 2</b>	<b>Topography Survey</b>	<b>\$ 8,500</b>
<b>Task 3</b>	<b>RTP Design Report</b>	<b>\$ 14,300</b>
<b>Task 4</b>	<b>Environmental Investigations</b>	<b>\$ 8,500</b>
<b>Total</b>		<b>\$33,800</b>



Kevin J. Tollisen, Town Supervisor  
November 18, 2024  
Page 7 of 7

We appreciate the opportunity to support the Champlain Canalway Trail and Pedestrian Bridge project. If this proposal is acceptable, please sign the authorization below and return a copy to our office.

For questions or additional information, please contact me or Christian Bertram, Project Manager, at (518) 728-0975 or via email at cbertram@bartonandloguidice.com.

Sincerely,

**BARTON & LOGUIDICE, D.P.C.**

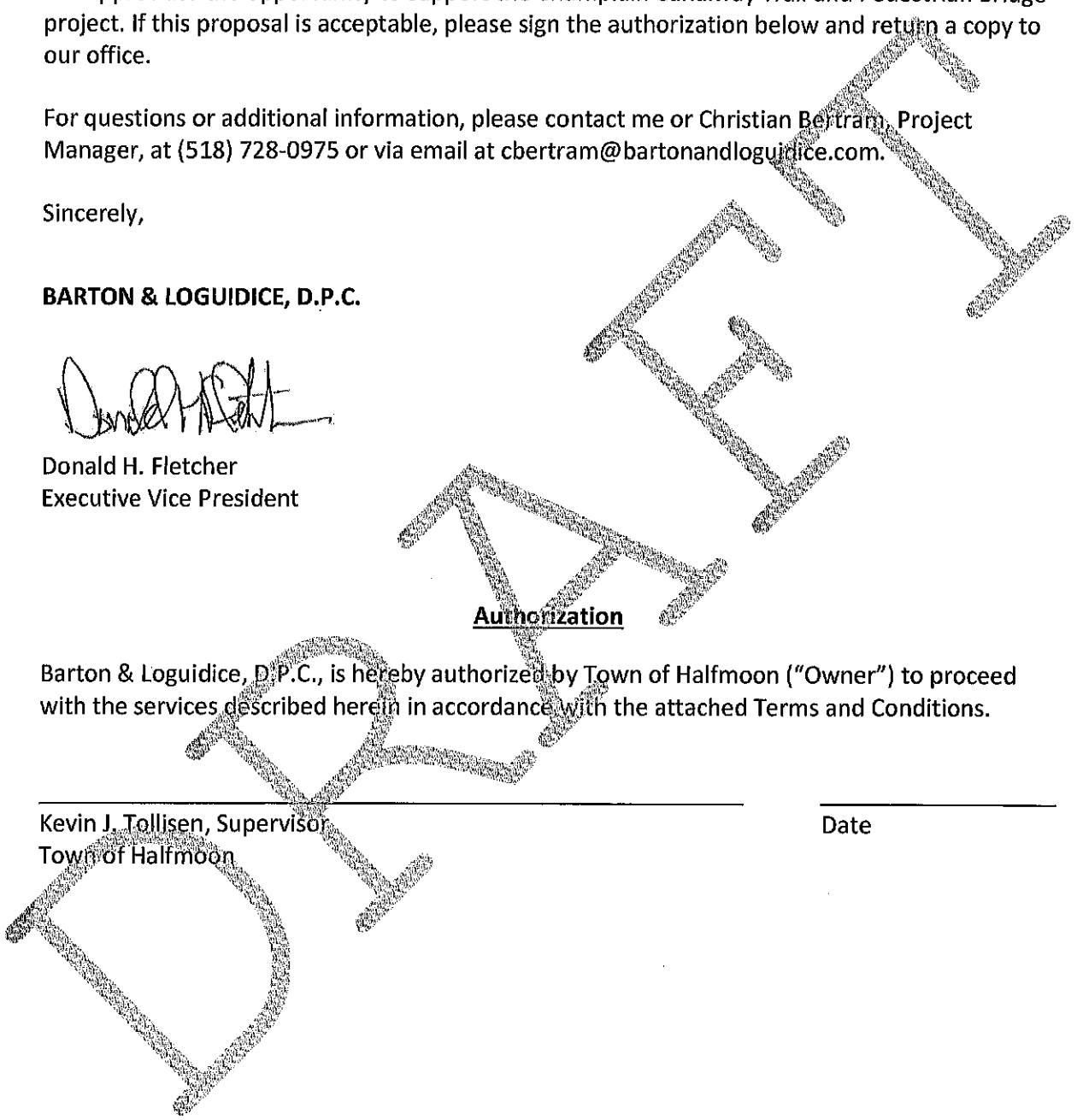
Donald H. Fletcher  
Executive Vice President

**Authorization**

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

\_\_\_\_\_  
Kevin J. Tollisen, Supervisor  
Town of Halfmoon

\_\_\_\_\_  
Date



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

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

**1.0 Basic Agreement**

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

**2.0 General Considerations**

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

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

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

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

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

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

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

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

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

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

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

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

**3.0 Payment for Services**

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

**4.0 Additional Services**

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

**5.0 Dispute Resolution**

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

**6.0 Accrual of Claims**

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

**7.0 Controlling Law**

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

**8.0 Successors, Assigns, and Beneficiaries**

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

**9.0 Termination**

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

**10.0 Total Agreement/Severability**

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

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 4, 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	\$930.00
	Subsidiary: Home & Community Services		
	25-4-2189.00		\$930.00
CREDIT:	Appropriations	25-960	\$930.00
	Subsidiary: Engineering Contractors Inspections		
	25-5-1440.40		\$930.00

Information Only: The above was derived from the following breakdown of charges to be paid on December 5, 2024, Abstract for engineering and related fees.

<u>NAME</u>	<u>AMOUNT</u>
Boyack Williams Way	\$155.00
Alexandria Princeton Heights	\$387.50
Pleasant Valley – Orchard Point	\$387.50
Total	\$930.00