



## TOWN BOARD MEETING

March 19, 2025

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**

#### **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](http://www.townofhalfmoon-ny.gov).

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

**HALFMOON COMPREHENSIVE PLAN UPDATE PAGE:** is live at [www.planhalfmoon.com](http://www.planhalfmoon.com). Visit the website to find out more about the Halfmoon Comprehensive Plan Update.

**TOWN OF HALFMOON HISTORICAL BUILDING:** Historian Lynda Bryan, has announced that the Halfmoon Historical Building will be open Wednesday, April 9 & Saturday, April 26th; Wednesday, May 21st & Saturday, May 24th; Saturday, June 7th & Wednesday, June 11th 2025 10 am -1:00pm and invites all to visit to view the current displays. The Historical Building is also open by appointment. Please contact Lynda Bryan, Historian at 518-371-7410 Ext. 2331 or [lbryan@townofhalfmoon.gov](mailto:lbryan@townofhalfmoon.gov) Volunteers Needed for upcoming events: *200th Anniversary of the Erie Canal and 250th Anniversary of the Revolutionary War.*

**YELLOW RIBBON DAY:** Wednesday, April 9th, 2025 at 11:00 am at the Halfmoon Veteran's Memorial in the Halfmoon Town Park, 162, Route 236, Halfmoon, NY 12065. Dan M. Nolin, Senior Rider, Captain of the New York Patriot Guard Riders, will be our guest speaker and deliver the keynote address. This special event is proudly hosted by the Town of Halfmoon and Carol Pingelski Hotaling, affectionately known as the "Yellow Ribbon Lady", and promises to be a meaningful, and patriotic tribute to our troops. Donations for NY 2 Blue Star Mothers of America, will be accepted and used to send Freedom Boxes to our deployed Troops. Needed items include microwave macaroni and cheese cups, snack packs of cookies, crackers, beef jerky, granola bars, Rice Krispie treats, trail mix and hygiene products.

**HALFMOON CELEBRATIONS ASSOCIATION, INC.:** Easter "Egg"stravaganza, Saturday April 12, 2025 12:00 pm to 4:00 pm at the Halfmoon Town Complex, 2 Halfmoon Town Plaza, Halfmoon, NY 12065. Free family fun activities: Pictures with the Easter Bunny, Crafts, Face Painting, and so much more! Refreshments will be available for purchase to benefit Halfmoon Celebrations and Character Counts.

**HALFMOON CELEBRATIONS ASSOCIATION, INC.: Spring Fling Shopping Bazaar to be held Saturday, April 26, 2025 10:00 am to 3:00 pm at the Halfmoon Town Hall, 2 Halfmoon Town Plaza, Halfmoon, NY 12065. Local Vendors and Crafters featuring jewelry, Skin Care, Candy, Homemade Products, and so much more! This is a free event and light refreshments will be available for purchase to benefit Halfmoon Celebrations Association.**

**TOWN OF HALFMOON RECREATION DEPARTMENT:Hiring Camp Counselors for the Summer Camp Program running Monday through Friday June 30th through August 8th 2025. Applications accepted beginning February 3, 2025. Applications are available at the Town Hall or on our website at [www.townofhalfmoon-ny.gov](http://www.townofhalfmoon-ny.gov) For more information, please contact Jim Hayes, Director at 518-371-7410 Ext. 2272**

**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. Town Justice Fodera**

**Total Cases 127 Total Fees Submitted to the Supervisor - \$18,714.00**

**DEPARTMENT MANAGER MONTHLY REPORTS**

**Buildings and Grounds, Building, Planning & Development, Receiver of Taxes**

**CORRESPONDENCE**

1. **Received** from the Town of Halfmoon Stormwater Management, notification that the Draft 2025 MS4 Annual Report /Interim Progress Certification is available for Public Review and Comment through March 28, 2025. Go to: Stormwater & Soil Disturbance/Halfmoon NY to review the Draft Annual Report. Any and all comments or questions should be directed to: Richard M. Harris; rharris@townofhalfmoon.org, or 518-371-7410 Town of Halfmoon Stormwater Public Contact.
2. **Received** from Cody Bryans, his letter of resignation from the Water Department, with his last day being March 21, 2025.
3. **Received** from the Town of Halfmoon Planning Board, their resolutions passed at the March 10, 2025 Planning Board Meeting.
4. **Received** from the Town of Clifton Park, their notice of a passed resolution to establish a local law establishing a moratorium on battery energy storage systems facilities in Clifton Park. The Public Hearing is scheduled for April 7, 2025. Comments in advance can be sent to Phil Barrett, Clifton Park Town Supervisor at [pbarrett@cliftonpark.org](mailto:pbarrett@cliftonpark.org) or to the remaining Town Board members through the Town Clerk at [sranze@cliftonpark.org](mailto:sranze@cliftonpark.org)

**OLD BUSINESS**

**NEW BUSINESS**

- 105. Resolution** to approve Town Board Meeting Minutes of March 5, 2025.

**Resolution** that the Town Board approves the Town Board Meeting Minutes of March 5, 2025

**Resolution Introduced by Town Clerk Catricala**

**106. Resolution** authorizing the Town to enter into an agreement with Jackson Howell.

**Resolution** that the Town Board authorizes the Town to enter into an Agreement with Jackson Howell to permit him to serve as an intern in the Town Court, subject to the review and approval of the Town Attorney.

**Resolution Introduced by Town Justice Suchocki**

**107. Resolution** authorizing the Supervisor to enter into a term sheet with onCore Renewable Property Group, LLC.

**Resolution** that the Town Board hereby authorizes the Supervisor to enter into a term sheet for proposed land lease and easement agreement with onCore Renewable Property Group, LLC. to explore the possibility of placing solar panels on the closed landfill located at 250 Lower Newtown Road and hereby authorizes the Supervisor to execute said term sheet and any other associated documentation necessary to effectuate the placement of the solar panels, subject to the review and approval of the Town Attorney.

**Resolution Introduced by Town Supervisor Tollisen**

**108. Resolution** authorizing the Town Supervisor to sign Change Order #2 for the Church Hill Road Water Main Replacement Project, to adjust the substantial completion date and the final payment date.

**Resolution** that the Supervisor is hereby authorized to sign Change Order #2 for the Church Hill Road Water Main Replacement Project, to adjust the substantial completion date from January 31, 2025, to June 3, 2025, and the final payment date from May 30, 2025, to July 7, 2025, as prepared and recommended by the engineers for this Project subject to the review and approval of the Town Attorney.

**Resolution Introduced by Superintendent of Water and Buildings Maintenance Supervisor Tironi**

**109. Resolution** authorizing the Supervisor to enter into an Agreement with Access Anvil Corp.

**Resolution** that the Town Board hereby authorizes the Supervisor to enter into an Agreement to provide and install (1) new operated Clear Open Cantilever Slide Gate as further described in the quote dated January 31, 2025 in the not to exceed amount of \$17,800 and hereby authorizes the Supervisor to execute said proposal and any other associated documentation necessary to complete the project, subject to the review and approval of the Town Attorney.

**Resolution Introduced by Supervisor of Buildings and Grounds Maiello**

**110. Resolution** to authorize the Supervisor to enter into an Agreement with Dell Technologies.

**Resolution** that the Town Board authorizes the Supervisor to enter into an Agreement with Dell Technologies for VLA Citrix Virtual Apps SVC Advanced CLDS Concurrent in the not to

exceed amount of \$15,622.20 and in accordance with invoice 10778674548, and to authorize the Supervisor to execute any documentation necessary to effectuate the Agreement, subject to the review and approval of the Town Attorney.

**Resolution Introduced by Personal Computer Tech Mikol**

**111. Resolution** authorizing the Town Supervisor to sign Change Order #2 for the Button Road Water Storage Tank Project regarding the electrical construction.

**Resolution** that the Supervisor is hereby authorized to sign Change Order #2 for the Button Road Water Storage Tank Project. to reduce the contract price for the electrical construction contract for the Button Road storage tank from \$99,000.00 to \$79,000.00, as prepared and recommended by the engineers for this Project subject to the review and approval of the Town Attorney.

**Resolution Introduced by Superintendent of Water and Buildings Maintenance Supervisor Tironi**

**112. Resolution** that the Town Board hereby hires Jeffrey White as a Highway Department MEO at Grade 5 Base Pay \$27.13/hr. effective March 24, 2025, subject to successful completion of pre-employment testing.

**Resolution Introduced by Superintendent of Highways Bryans**

**113. Resolution** that the Town Board hereby hires Gary Lussier as a Highway Department MEO at Grade 5 Base Pay \$27.13/hr., subject to successful completion of pre-employment testing.

**Resolution Introduced by Superintendent of Highways Bryans**

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

**Resolution** that the Superintendent of Water & Building Maintenance Supervisor has determined that a 2020 Dodge Ram 2500 Vin #3C6UR5CJ1G17875, 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 Introduced by Superintendent of Water & Building Maintenance Supervisor Tironi**

**115. Resolution** to let bids for an enclosed service body.

**Resolution**, that the Town of Halfmoon is hereby letting bids and will be accepting sealed bids for an enclosed service body for a 2016 dump truck together with installation until 1:00 pm on April 1, 2025, in accordance with the bid package available at the Town Clerk's Office in the Town of Halfmoon and on BidNet operated through SourceSuite, subject to the review and approval of the Town Attorney.

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

**116. Resolution** that the Town Board hereby authorizes the disposal of records in the possession of the Town Clerk.

**Resolution** that the Town Board hereby authorizes the disposal of records in the possession of the Town Clerk in accordance with Records Retention & Disposition Schedule LGS-01, Section 185.11, 8NYCRR (Appendix H) adopted by the Town Board on January 18, 2023 with Resolution No. 64-2023. These records have met their minimum retention period and an inventory of these records will be kept, subject to the review and approval of the Town Attorney.

**Resolution Introduced by Town Clerk Catricala**

**117. Resolution** authorizing the Town Supervisor to sign Change Order #2 for the Button Road Storage Tank Project to reduce contract price for general construction.

**Resolution** that the Supervisor is hereby authorized to sign Change Order #2 to reduce the contract price for the general construction contract for the Button Road storage tank from \$5,865,900.00 to \$5,826,567.40 for a reduction in total cost of \$39,332.60 as prepared and recommended by the engineers for this Project subject to the review and approval of the Town Attorney.

**Resolution Introduced by Superintendent of Water and Buildings Maintenance  
Supervisor Tironi**

**118. 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**

**onCore Renewable Property Group LLC**

**TERM SHEET FOR PROPOSED LAND LEASE AND EASEMENT AGREEMENT**

**Owner:** Town of Halfmoon

**Grantee:** Oncore Renewable Property Group LLC, a Delaware Limited Liability Company together with its transferees, successors and its assigns.

**Land:** Approximately 25 acres located at 250 Lower Newtown Road in the Town of Halfmoon, Saratoga County, New York, Tax Map No. 279-3-19.111. A preliminary design is attached hereto as **Exhibit A**.

**Project:** Proposed Solar Energy Generation Facility to be developed by Grantee.

**Lease:** Grantee to exclusively lease the Land for the proposed Project from the Owner.

**Development Term:** Three (3) years from the date the Agreement is fully executed to allow Grantee time to evaluate the Land's suitability for the Project and to secure all governmental permits for development of the Project.

**Construction Term:** Up to one (1) year to allow Grantee time to complete the Construction of the Project. The Construction Term shall commence on the Option Term Expiration or any time prior thereto on which Grantee has provided such notice.

**Operating Term:** The Operating Term shall commence on the date that the Project commences commercial operation and shall continue for twenty-five (25) years.

**Development Term Fee:** The initial Development Term Fee shall be a fee of **Two Thousand Five Hundred dollars (\$2,500.00)** for the first six (6) months, which will be due upon execution of the Agreement, and the second Development Term Fee shall be a fee of **Two Thousand Five Hundred dollars (\$2,500.00)** for the second six (6) months, and the third Development Term Fee shall be a fee of **Seven Thousand Hundred dollars (\$7,000.00)** for the second year due on the 1<sup>st</sup> anniversary thereof, and the third Development Term Fee shall be a fee of **Ten Thousand dollars (\$10,000.00)** due on the 2<sup>nd</sup> anniversary thereof.

**Construction Term Fee:** Upon Grantee providing Owner notice of its intention to commence the Construction Term, Grantee shall pay Owner a one-time Construction Term Fee of **Twenty-Five Thousand dollars (\$25,000.00)** Flat Fee for the one (1) year term of the Construction Term. Construction Term Fee Payment shall be payable to Owner upon the commencement of the Construction Term.

**Commercial Operation Term Fee:** Upon Grantee informing Owner of its intention to commence the Commercial Operation Term, Grantee shall pay Owner a Commercial Operation Term Fee equal to the greater of **Twenty-Six Hundred dollars (\$2,600.00)** per Acre or **Fifty-Five Thousand dollars (\$55,000.00)** for the first year, and thereafter commencing the second year the Commercial Operation Term Fee shall increase at a rate of **Two Point Five percent (2.5%)** annually over the Commercial

Operation Term. Grantee's payments of the Commercial Operation Term Fee shall be made in **annual** payments commencing upon the anniversary date of the first year Commercial Operation Term Fee payment.

**Assignment:** Grantee shall have the absolute right, without the prior consent of Owner, to obtain financing for any portion of the Project. Grantee shall also have the absolute right, without the prior written consent of Owner, to sell, convey, lease, assign or transfer (including granting of co-easements, separate easements, and sub-easements) any of its rights to a third party, but with notification to Owner.

**Subordination:** In the event that the Owner has or will obtain a loan secured by the rights in the Land, such loan will be required to be subordinated to the Project lender's loan.

**Real Estate Taxes:** Owner shall pay all taxes, assessments, or other governmental charges, in connection with its ownership of the Land and any improvements exclusive of the Project. Grantee shall be responsible for any incremental increase in such taxes, assessments, or other governmental charges directly associated with the development and operation of the Project. Base year for all calculations during time of Lease is year prior to the year that construction commences.

**Easements:** Non-Obstruction - Grantee shall have the exclusive easement to capture, use and convert the unobstructed flux of solar energy available to the Land.  
Non-Interference - Grantee shall have exclusive easement for all activities necessary to develop and operate the Project.  
Access - Grantee shall have a non-exclusive easement for ingress to and egress from the Land and Project commencing with the Option Term.

**Removal:** Grantee will remove the Project within 12 months of the end of the lease term at Grantee's sole cost. Grantee shall provide to Owner a bond in an amount sufficient to perform such removal unless the municipality in which the Land is located or other government agency shall require a bond or other financial security to secure such removal, in which case satisfaction by Grantee of such requirement shall be deemed to satisfy Grantee's obligation to provide a bond to secure the Project's removal and no additional bond shall be required to be provided to Owner.

**Confidentiality:** The Parties shall keep the terms of this Term Sheet and the transaction contemplated herein secret and confidential, except that each Party may disclose this Term Sheet and the transaction contemplated herein to its affiliates, attorneys, consultants or other agents or professional advisors, or as required by law. In the event Owner receives a request for disclosure of this Term Sheet pursuant to the New York Freedom of Information Law (N.Y. Public Officers Law §87), prior to disclosure Owner shall afford Grantee the opportunity to claim a legal exemption from disclosure for all or part of the Term Sheet and Owner shall thereafter determine whether to exempt all or part of the Term Sheet from disclosure.



Upon mutual execution of this Term Sheet and New York State Standardized Interconnection Request Form Appendix "H" attached hereto as **Exhibit "B"** and continuing until the earlier of 120 days after such execution or the Parties' execution of a Land Lease and Easement Agreement (the "Diligence Period"), Owner agrees not to transfer any of its right, title or interest in the Property and the Parties agree to work diligently to negotiate and complete a Land Lease and Easement Agreement. In the event the parties do not execute said Agreement prior to the expiration of such Diligence Period, neither party shall have any further right or obligation to the other party in respect to the Property.

Other than the Diligence Period and Confidentiality provision above, which is binding upon the parties, this Term Sheet is not intended to be a binding agreement, but rather, points for discussion and negotiation between the parties. A fully binding agreement shall become effective only when and if a Land Lease and Easement Agreement is executed by both parties.

**OWNER:**  
**Town of Halfmoon, NY**

**GRANTEE:**  
**Oncore Renewable Property Group LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Member  
Date: \_\_\_\_\_

Exhibit A  
Preliminary Design



*\*This design plan is for informational purposes and the final design is subject to change*

## **EXHIBIT B**

### **New York State Standardized Interconnection Request Form Appendix “H”**

DRAFT

**CHANGE ORDER NO.: 2**

Owner: Town of Halfmoon  
 Engineer: MJ  
 Contractor: JAT Construction  
 Project: Church Hill Road WM Replacement  
 Contract Name: 1 – General Construction  
 Date Issued: January 30, 2025

Bid Spec 2-  
 Owner's Project No.: 2024  
 Engineer's Project No.: 964.83  
 Contractor's Project No.:

Effective Date of Change Order: January 30, 2025

The Contract is modified as follows upon execution of this Change Order:

Description: This no-cost Change Order adjusts the Contract Times to account for the winter shutdown and re-opening of Church Hill Road on December 11, 2024. The Contractor intends to remobilize on April 1, 2025. The final completion date was adjusted to correspond to the requested substantial completion date.

Attachments: Construction Schedule prepared by JAT Construction Co., revised on January 23, 2025 to reflect the intended re-mobilization date.

| Change in Contract Price   |  | Change in Contract Times   |  |
|--|--|--|--|
| Original Contract Price:   |  | Original Contract Times:   |  |
| \$ 1,591,270.00  |  | Substantial Completion: November 30, 2024                                  |  |
|  |  | Ready for final payment: December 31, 2024                                 |  |
| [Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: |  | [Increase] [Decrease] from previously approved Change Orders No.1 to No.1: |  |
| \$ N/A   |  | Substantial Completion: January 31, 2025                                   |  |
|  |  | Ready for final payment: May 30, 2025                                      |  |
| Contract Price prior to this Change Order:                                   |  | Contract Times prior to this Change Order:                                 |  |
| \$ 1,591,270.00  |  | Substantial Completion: January 31, 2025                                   |  |
|  |  | Ready for final payment: May 30, 2025                                      |  |
| [Increase] [Decrease] this Change Order:                                     |  | [Increase] [Decrease] this Change Order:                                   |  |
| \$ 0.00  |  | Substantial Completion: June 3, 2025                                       |  |
|  |  | Ready for final payment: July 7, 2025                                      |  |
| Contract Price incorporating this Change Order:                              |  | Contract Times with all approved Change Orders:                            |  |
| \$ 1,591,270.00  |  | Substantial Completion: June 3, 2025                                       |  |
|  |  | Ready for final payment: July 7, 2025                                      |  |

Recommended by Engineer

By: Bruce Fitzgerald

Title: Design Engineer

Date: January 30, 2025

Authorized by Owner

\_\_\_\_\_

Accepted by Contractor

By: Robert Williams

Title: Project Manager

Date: 1/30/25

Approved by Funding Agency (if applicable)

\_\_\_\_\_ N/A

\_\_\_\_\_ N/A

\_\_\_\_\_ N/A

EJCDC® C-941, Change Order.

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## Access Anvil Corp.

### Mailing Address

Po Box 98  
Schuylerville, NY 12871  
Office: (518) 383-0500  
Fax: (518) 992-5140

### Physical Address

109 General Fellows Road  
Greenwich, NY 12834

Quote #: AAC2910

Date: 1/31/2025

Sales: NH

Sales Order #:

Work Order #:

Cust. Purch. Order #:

### Project:

Name: Halfmoon Town Water Facility Slide Gate

Address: 8 Brookwood Road

Waterford, NY

State: New York

County: [Saratoga](#)

Sales No

Use No

Cap. Imp. No

Exempt Yes

Prevailing Wage Yes

### Quote To:

Attention:

Buildings & Grounds

Address:

Town of Halfmoon

Phone:

Cell:

Email:

[grounds@townofhalfmoon.org](mailto:grounds@townofhalfmoon.org)

### PROJECT DESCRIPTION

Access Anvil Corp. proposes to furnish and install (1) new operated 8'H +1 x 25'W Clear Open Cantilever Slide Gate, operated by Hysecurity Slide Smart Vehicle Gate Operator. Installation to meet UL325 requirements and to include, (2) microwave Motion Optex Sensors, reversing safety edge for contact and non-contact safety. Photo eye Kit, SOS operated sensor to automatically open for emergency vehicles, and to include (20) 2CH transmitters (clickers) for opening and closing the gate. Access Anvil to mark and set location of Operator Pad, operator pad included. **\*Please note, conduit runs and wire pulls to gate operator location to be done by Town of Halfmoon\***

| QTY | DESCRIPTION                                  | UNIT PRICE        | EXTENDED PRICE      |
|-----|--|-------------------|---------------------|
| 1   | 8'H +1 x 25'W Operated Cantilever Slide Gate | \$ 17,800.00      | \$ 17,800.00        |
|     |  | 7% Applicable Tax | Exempt Cert Req'd   |
|     |  | Total             | <b>\$ 17,800.00</b> |

Quote is Valid for: 30 Days

Our Price is Predicated Upon Receipt of Entire Order

Lead Time: TBD

### EXCLUSIONS

Taxes if not Directly Given, Site Survey, Permits, Design and Engineering of Any Kind Unless Noted Otherwise, Bonding Fees (Available Upon Request at an additional Charge), As-Built Drawings (Available Upon request at an additional charge), Rock Excavation, Core Drilling, Grout, Signs, Locks, Clearing, Grubbing, Grounding, Fence Removal, Union Labor, Electrical Systems, Layout, Traffic Control, Final Restoration, Cutting and Patching, Removal of Excavation Spoils, Private Utility Marking, Winter Conditions, Concrete and Asphalt Restoration, Concrete Curbs, Expansion Joints, Cat Walks, Any Material or Labor not specifically listed above.

### TERMS



25% Mobilization deposit. Net 30 at receipt of invoice and subject to approval of Access Anvil Corp credit department. In addition to the amount above, there will be a finance charge at the rate of one and one-half percent ( 1 1/2%) per month on all balances over thirty (30) days old. Customer agrees to pay reasonable attorney fees in the event that any balance due after thirty (30) days is referred to an attorney for collection. Access Anvil Corp may withhold future shipments and/or work due to invoice payments being past due.

If, during the performance of this contract, the price of materials significantly increases, through no fault of Access Anvil Corp., the price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. As used herein, a significant price increase shall mean any increase in price exceeding 10% experienced by Access Anvil Corp. from the date of contract signing. Such price increases shall be documented through quotes, invoices or receipts. Where the delivery of material is delayed, through no fault of Access Anvil Corp., as a result of the shortage or unavailability of materials, Access Anvil Corp. shall not be liable for any additional costs or damages associated with such delay(s).

Reasonable additional, unexpected costs directly related to an existing, concealed condition that may be revealed during construction, shall be the sole responsibility of the Customer. Access Anvil Corp. shall not be held responsible for reasonable delays caused by such conditions.

FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing obligation under this Agreement that is due to any of the following clauses, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts of omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

Best Regards,  
Nick Hansen

Accepted By:

Title:

Date:

PO:

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DELL MARKETING L.P.  
One Dell Way  
Round Rock, TX 78682

FID Number: 74-2616805  
Inquiries: [www.dell.com/ordersupport/](http://www.dell.com/ordersupport/)  
Dell Online: <http://www.dell.com>

## Invoice

**BILL TO:**

TOWN OF HALFMOON  
ACCOUNTS PAYABLE  
2 HALFMOON TOWN PLZ  
HALFMOON, NY 12065-6550

**SHIP TO:**

TOWN OF HALFMOON  
BONNIE HATTER  
2 HALFMOON TOWN PLAZA  
HALFMOON, NY 12065

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION  
VIEW YOUR ORDER DETAILS ONLINE

**Invoice No:** 10778674548**Customer No:** 6103219**Order No:** 1011352916

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|                 |              |                 |                 |
|-----------------|--------------|-----------------|-----------------|
| Purchase Order: | PO 21-01060  | Order Date:     | 10/24/2024      |
| Payment Terms:  | 30 Days Inv. | Sales Rep:      | MALLORY SASSANO |
| Due Date:       | 11/23/2024   | Contract Code:  | C000000457014   |
| Invoice Date:   | 10/24/2024   | Waybill Number: | 0               |

| Item Number | Description  | Qty | Unit | Unit Price | Amount   |
|-------------|--|-----|------|------------|----------|
| AB886095    | VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER ALL LANG<br>MfgPartNum : AAA-11894<br>MfgName : MICROSOFT CORPORATION<br>Maintenance End Date :<br>Recurring Bill : YR 3 of 3 ID # 7186653<br>Above items Originally Purchased On : PO# 21-01060, O# 331335438 | 42  | EA   | 207.76     | 8,725.92 |

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT [WWW.DELL.COM/PUBLIC-ECARE](http://WWW.DELL.COM/PUBLIC-ECARE) TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

|                      |              |
|----------------------|--------------|
| USD                  |              |
| Sub-Total:           | \$ 15,622.20 |
| Ship. &/or Handling: | \$ 0.00      |
| ENVIRO FEE:          | \$ 0.00      |
| Taxable:             | \$ 0.00      |
| Non-Taxable:         | \$ 0.00      |
| \$ 15,622.20         |              |
| Invoice Total:       | \$ 15,622.20 |



DETACH AT LINE AND RETURN WITH PAYMENT

Invoice No: 10778674548

Customer Name: TOWN OF HALFMOON

Customer No: 6103219

PO No: PO 21-01060

Order Number: 1011352916

Make check payable / remit to :  
Dell Marketing L.P.  
C/O Dell USA L.P.  
PO Box 643561  
Pittsburgh, PA 15264-3561

Electronics Payments  
Dell Marketing L.P.  
PNC Bank  
ABA#: 043-000-096  
Acct#: 1017304611  
Swift code : PNCCUS33

Online ACH Payment  
Log in to your MyFinancials account <https://mfim.dell.com/>

|                      |              |
|----------------------|--------------|
| USD                  |              |
| Sub-Total:           | \$ 15,622.20 |
| Ship. &/or Handling: | \$ 0.00      |
| ENVIRO FEE:          | \$ 0.00      |
| Taxable:             | \$ 0.00      |
| Non-Taxable:         | \$ 0.00      |
| \$ 15,622.20         |              |
| Invoice Total:       | \$ 15,622.20 |
| Balance Due:         | \$ 15,622.20 |
| Amount Enclosed:     |              |

0107786745480000001562220000000061032193

## BILL TO:

TOWN OF HALFMOON  
ACCOUNTS PAYABLE  
2 HALFMOON TOWN PLZ  
HALFMOON, NY 12065-6550

## SHIP TO:

TOWN OF HALFMOON  
BONNIE HATTER  
2 HALFMOON TOWN PLAZA  
HALFMOON, NY 12065

PLEASE REVIEW DELL'S TERMS &amp; CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION

VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10778674548

Customer No: 6103219

Order No: 1011352916

Page 2 of 2

Purchase Order: PO 21-01060  
Payment Terms: 30 Days Inv.  
Due Date: 11/23/2024  
Invoice Date: 10/24/2024Order Date: 10/24/2024  
Sales Rep: MALLORY\_SASSANO  
Contract Code: C000000457014  
Waybill Number: 0

| Item Number | Description   | Qty | Unit | Unit Price | Amount   |
|-------------|---|-----|------|------------|----------|
| AB886096    | VLA ENTERPRISE DEFENDER O365 P1 GCC SUB PER USER<br>MfgPartNum : 3GU-00001<br>MfgName : MICROSOFT CORPORATION<br>Maintenance End Date :<br>Recurring Bill : YR 3 of 3 ID # 7165653<br>Above Items Originally Purchased On : PO# 21-01060 , O# 331335438                             | 80  | EA   | 17.71      | 1,416.80 |
| AB885097    | VLA ENTERPRISE AUDIOCONF GCC SHRDS VR ALNG SUBSVL MVL PERUSR<br>MfgPartNum : LK3-00001<br>MfgName : MICROSOFT CORPORATION<br>Maintenance End Date :<br>Recurring Bill : YR 3 of 3 ID # 7165653<br>Above Items Originally Purchased On : PO# 21-01060 , O# 331335438                 | 3   | EA   | 41.65      | 124.95   |
| AB886985    | D365 FIELD SERVICE GCC SUB PER USER<br>MfgPartNum : NVP-00002<br>MfgName : MICROSOFT CORPORATION<br>Maintenance End Date :<br>Recurring Bill : YR 3 of 3 ID # 7165653<br>Above Items Originally Purchased On : PO# 21-01060 , O# 331335438  | 1   | EA   | 986.85     | 986.85   |
| AB885094    | VLA ENTERPRISE OFFICE365 PLAN G1 SHRDSVR PERUSER MONTHLY SUBLIC<br>ALL LANGS<br>MfgPartNum : U4S-00002<br>MfgName : MICROSOFT CORPORATION<br>Maintenance End Date :<br>Recurring Bill : YR 3 of 3 ID # 7165653<br>Above Items Originally Purchased On : PO# 21-01060 , O# 331335438 | 58  | EA   | 75.31      | 4,367.98 |

Ship To Attention:NA

To make a payment or access your account details online, please visit MyFinancials at <https://mfmc.dell.com>Dell has registered its Dell and Alienware brands with the New York Dept. of Environmental Conservation (NYDEC). To view Covered Electronic Equipment (CEE) for the Dell and Alienware brands, please visit Dell Technologies "Computers & Accessories" at <https://www.dell.com/en-us>.



**CHANGE ORDER NO.: 2**

Owner: Town of Halfmoon  
Engineer: MJ Engineering and Land Surveying, P.C.  
Contractor: Koval Contracting, LLC  
Project: Button Road Water Storage Tank  
Contract Name: 1E – Electrical Construction  
Date Issued: February 28, 2025  
Owner's Project No.:  
Engineer's Project No.: 964.25  
Contractor's Project No.:  
Effective Date of Change Order: February 28, 2025

The Contract is modified as follows upon execution of this Change Order:

Description: This deduct Change Order adjusts the Contract Price based on the Final Payment Summary dated 2/28/2025.

Attachments: Final Payment Summary dated 2/28/2025

| Change in Contract Price  |  | Change in Contract Times   |                   |
|---|--|--|-------------------|
| Original Contract Price:  |  | Original Contract Times:   |                   |
| \$ 99,000.00  |  | Substantial Completion:  | October 31, 2023  |
|   |  | Ready for final payment:   | November 30, 2023 |
| [Increase] [Decrease] from previously approved Change Orders No. 1 to No. ____: |  | [Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: |                   |
| \$ N/A  |  | Substantial Completion:  | June 28, 2024     |
|   |  | Ready for final payment:   | July 26, 2024     |
| Contract Price prior to this Change Order:                                      |  | Contract Times prior to this Change Order:                                   |                   |
| \$ 99,000.00  |  | Substantial Completion:  | N/A               |
|   |  | Ready for final payment:   | N/A               |
| [Increase] [Decrease] this Change Order:  |  | [Increase] [Decrease] this Change Order:                                     |                   |
| \$ 20,000   |  | Substantial Completion:  | N/A               |
|   |  | Ready for final payment:   | N/A               |
| Contract Price incorporating this Change Order:                                 |  | Contract Times with all approved Change Orders:                              |                   |
| \$ 79,000.00  |  | Substantial Completion:  | June 28, 2024     |
|   |  | Ready for final payment:   | July 26, 2024     |

Recommended by Engineer

By: Bama Fitzgerald  
Title: Design Engineer  
Date: February 28, 2025

Authorized by Owner

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted by Contractor

By: [Signature]  
Title: Managing Member  
Date: 3/4/2025

Approved by Funding Agency (if applicable)

N/A  
N/A  
N/A

EICDC® C-941, Change Order.

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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

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DATE: March 19, 2025

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       | \$5,690.00 |
|         | Subsidiary: Home & Community Services           |              |            |
|         |   | 25-4-2189.00 | \$5,690.00 |
| CREDIT: | Appropriations                                  | 25-960       | \$5,690.00 |
|         | Subsidiary: Engineering Contractors Inspections |              |            |
|         |   | 25-5-1440.40 | \$5,690.00 |

Information Only: The above was derived from the following breakdown of charges to be paid on March 27, 2025, Abstract for engineering and related fees.

| NAME                      | AMOUNT      |
|---------------------------|-------------|
| Bell Subdivision          | \$ 736.00   |
| Cannabis Central          | \$ 338.00   |
| Cheema Petro Gas Station  | \$ 398.00   |
| Farm to Market Storage    | \$ 567.00   |
| Goldstein 1542 Mixed Use  | \$ 291.00   |
| Haney's Automotive        | \$ 338.00   |
| MJ Properties Tabor Road  | \$ 2,177.00 |
| National Grid 146 Gas Ext | \$ 338.00   |
| 329 Rt 146 Office         | \$ 338.00   |
| 1572 Rt 9 Brank Bank      | \$ 169.00   |
| Total                     | \$ 5,690.00 |