



TOWN BOARD MEETING

April 02, 2025

7:00 PM

A. James Bold Meeting Room

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 518-371-7410 ext. 2200 or visit our website www.townofhalfmoon-ny.gov.

FARMER'S MARKET: Every Wednesday from 2:00 pm to 5:00 pm 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. 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 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 For more information, please contact Jim Hayes, Director at 518-371-7410 Ext. 2272

AMERICAN RED CROSS BLOOD DRIVE: Thursday, May 08, 2025 1:00 pm to 6:00 pm at the Halfmoon Town Hall, 2 Halfmoon Town Plaza, Halfmoon, NY 12065 in the A. James Bold Meeting Room. To schedule an appointment, please visit www.RedCrossblood.org and use Sponsor Code: halfmoontownhall or call 1-800-733-2767.

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 Drobný, Esq. (Deputy Town Attorney)

PUBLIC COMMENT (For discussion of agenda items)

DEPARTMENT REPORTS

DEPARTMENT MANAGER MONTHLY REPORTS

Animal Control, Recreation & Senior Center, Water Department, Highway, Town Clerk, Senior Express, Buildings & Grounds

CORRESPONDENCE

1. **Received** from the Highway and Water Departments, their notification that they will be moving to the summer schedule effective 4/21/2025 Monday through Thursday 6 am to 4 pm.
2. **Received** from the Town of Halfmoon Planning Board, Resolutions passed at the March 24, 2025 Planning Board Meeting.
3. **Received** from Paul Buckley, his resignation letter as Sr. Code Enforcement Officer effective 4/5/2025.
4. **Received** from Anne Marie Zarelli, Town of Halfmoon Sole Assessor, notification of the filing of the NYS Municipal Report of Special Franchise Activity for the Town of Halfmoon.
5. **Received** from the Clifton Park-Halfmoon Public Library's Annual Report for 2024.
6. **Received** from Kyle Messier, his Letter of Resignation as MEO for the Town of Halfmoon Highway Department, effective end of business 4/04/2025.

7. **Received** from Bruce Betts, his Letter of Resignation as MEO for the Town of Halfmoon Highway Department, effective end of business 4/04/2025.

OLD BUSINESS

NEW BUSINESS

- 121. Resolution** that the Town board approves the Town Board Meeting Minutes of March 19, 2025.

Resolution Introduced by Town Clerk Catricala

122. Resolution authorizing the Town Supervisor to sign Change Order #1 to reduce the contract price for the general construction contract for the NYS Route 9 and 236 Water Main Replacement and change the substantial completion date from December 27, 2024, to March 6, 2025.

Resolution that the Supervisor is hereby authorized to sign Change Order #1 to reduce the contract price for the general construction contract for the NYS Route 9 and 236 Water Main Replacement from \$374,210.40 to \$355,235.58 for a reduction in total cost of \$18,974.82 and change the substantial completion date from December 27, 2024, to March 6, 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

- 123. Resolution** that the Town Board hereby appoints Paul Buckley as Assistant Building, Planning and Development Coordinator.

Resolution that the Town Board hereby appoints Paul Buckley as the Assistant Building, Planning and Development Coordinator effective April 5, 2025, at Grade 11, Base \$86,671.00.

Resolution Introduced by Building, Planning and Development Coordinator Harris

124. Resolution authorizing the Town Supervisor to enter into an Agreement with Paychex.

Resolution that the Supervisor is hereby authorized to enter into an Agreement with Paychex for Flock Benefits Administration consistent with Quote # Q-1619730 dated March 19, 2025, at a rate of \$274.55 which will fluctuate based upon the number of employees as detailed in the proposal and to authorize the Supervisor to execute any necessary documentation to effectuate the Agreement subject to the review and approval of the Town Attorney.

Resolution Introduced by Comptroller Sullivan

125. Resolution authorizing the Town Supervisor to enter into an Agreement with Edmunds GovTech.

Resolution that the Supervisor is hereby authorized to enter into an Agreement with Edmunds GovTech for the purchase of software and support services related to the Integrated Property System consistent with Order # 00009494 dated January 7, 2025, with an initial cost of \$3,950.00 and an annual fee of \$1,200.00 and to authorize the Supervisor to execute any

[necessary documentation to effectuate the Agreement subject to the review and approval of the Town Attorney.](#)

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

126. Resolution to place equipment on Auctions International.

Resolution that the Supervisor of Buildings & Grounds has determined that two Toro Z500 Zero Turn Mowers, three Toro Z3000 Zero Turn Mowers, and a 2015 F350 Pickup, owned by the Town of Halfmoon, are 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 Supervisor of Buildings & Grounds Maiello

[**127. Resolution** authorizing the Town Supervisor to enter into an Agreement with Snap-On Industrial.](#)

[**Resolution** that the Supervisor is hereby authorized to enter into an Agreement with Snap-On Industrial for the purchase of a mechanic's tool kit utilizing Sourcewell Contract #121223-SNP in an amount not to exceed \\$31,677.81 pursuant to Quote # IMP-001449435 dated March 28, 2025, and to authorize the Supervisor to execute any necessary documentation to effectuate the Agreement subject to the review and approval of the Town Attorney.](#)

[**Resolution Introduced by the Superintendent of Highways Bryans**](#)

128. Resolution that the Town Board hereby appoints Kyle Messier.

Resolution that the Town Board hereby appoints Kyle Messier as an Automotive Mechanic at Grade 6 Step 5, Pay \$32.52/hr., commencing April 5, 2025.

Resolution Introduced by Superintendent of Highways Bryans

129. Resolution to approve the Comptroller's Report for December 2024.

Resolution that the Town Board approves the Comptroller's Report for the month of December, 2024 as presented.

Resolution Introduced by Comptroller Sullivan

130. Resolution to approve the Comptroller's Report for January 2025.

Resolution that the Town Board approves the Comptroller's Report for the month of January, 2025, as presented.

Resolution Introduced by Comptroller Sullivan

131. Resolution that the Town Board hereby declares April 9, 2025 as Yellow Ribbon Day.

Resolution that the Town Board hereby recognizes April 9, 2025, as Yellow Ribbon Day to honor and celebrate active duty troops and their families.

Resolution Introduced by Supervisor Tollisen

132. Resolution that the Town Board hereby accepts the monies from the New York State Canal Corporation for the Crescent Park Blue and Green Trailhead Improvements.

Resolution that the Town Board hereby acknowledges and accepts \$85,000.00 from the New York State Canal Corporation for the Crescent Park Blue and Green Trailhead Improvements with a 50% match from the Town 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 Introduced by Supervisor of Buildings & Grounds Maiello.

133. Resolution to enter into an Agreement with T&T Sales Inc./T&T Body King Inc.

Resolution awarding the bid for the purchase and installation of a 9.5' service body with a 74" high canopy top on a 2016 Ford F550 from T&T Sales Inc./T & T Body/King Inc., in the not to exceed amount of \$24,513.00 pursuant to quote #Q2272 and authorizing the Supervisor to execute any documentation necessary to effectuate the purchase, subject to the review and approval of the Town Attorney.

Resolution Introduced by Superintendent of Water & Building Maintenance Supervisor Tironi

134. Resolution that the Town Board here appoints Bruce Betts.

Resolution that the Town Board hereby appoints Bruce Betts as a Working Supervisor at Grade 7 Step 7, Pay \$36.68/hr., commencing April 5, 2025.

Resolution Introduced by Superintendent of Highways Bryans

135. Resolution to approve the Comptroller's Report for February 2025.

Resolution that the Town Board approves the Comptroller's Report for the month of February 2025, as presented.

Resolution Introduced by Comptroller Sullivan

136. Resolution that the Town Board recognizes April 9, 2025 as Education and Sharing Day.

Resolution that the Town Board hereby recognizes April 9, 2025, as Education and Sharing Day in recognition of Lubavitcher Rebbe and his efforts to encourage access to an excellent education for all.

Resolution Introduced by Supervisor Tollisen

137. 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

CHANGE ORDER NO.: 1

Owner: Town of Halfmoon
Engineer: MJ
Contractor: Bellamy Construction
Project: NYS Route 9 and 236 Water Main Replacement
Contract Name: 1 – General Construction
Date Issued: March 19, 2025
Owner's Project No.:
Engineer's Project No.: 964.100
Contractor's Project No.: 24-0209
Effective Date of Change Order: March 6, 2025

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

Description: This Change Order adjusts the Contract Times to account for weather and unforeseen field condition delays that impacted the substantial completion and adjusts the Contract Price to return the remaining unused contingency allowance back to the Owner.

Attachments: Final Payment Summary Sheet, dated 3/19/2025.

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 374,210.40		Substantial Completion:	December 27, 2024
		Ready for final payment:	May 30, 2025
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. ____:		[Increase] [Decrease] from previously approved Change Orders No. 1 to No. ____:	
\$ N/A		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 374,210.40		Substantial Completion:	December 27, 2024
		Ready for final payment:	May 30, 2025
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 18,974.82		Substantial Completion:	March 6, 2025
		Ready for final payment:	May 30, 2025
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 355,235.58		Substantial Completion:	March 6, 2025
		Ready for final payment:	May 30, 2025

Recommended by Engineer

By: Bruna Fitzgerald
Title: Design Engineer
Date: March 19, 2025

Authorized by Owner

Accepted by Contractor

By: Eric J. White
Title: Project Coordinator
Date: 3-21-25

Approved by Funding Agency (if applicable)

N/A
N/A
N/A

EJCDC® C-941, Change Order.

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Investment Summary

Town of Halfmoon

Federal ID: 14-6002224
Client ID: 940-14096930

Created Date: 03-19-2025
Quote Number: Q-1619730

Prepared by:

Matt Tone
Sales Representative - HBT
mtone@paychex.com

Prepared for:

Town of Halfmoon
Kevin Tollisen

Monthly Fees	Units	Rate / Unit	Total	Discount	Rate / Unit after Discount	Net Total
Flock Benefits Administration, by Paychex	76	\$4.25	\$323.00	15.0%	\$3.61	\$274.55
Total						\$274.55

In Process

Please sign to indicate your approval of these fees : _____

- The Fees and/or discounts quoted in this Investment Summary are valid for thirty (30) days from the Created Date.

Notations

Product / Billing

- This is a proposal only. The Fees quoted are estimates and your actual Fees may vary based on your payroll frequency, number of workers, and actual products or services selected. The information contained in this proposal is confidential and proprietary and should not be shared with anyone outside your company. Unless otherwise agreed to in writing by the parties: (1) Fees may change as set forth in the service agreement; and (2) promotions begin and expire according to the terms of the promotion.
- Totals displayed do not include sales tax where applicable.
- PEPM applies to all Benefits Eligible Employees. Client is solely responsible for designating the Benefits Eligible status of each Employee for each benefit plan. Discount applied to PEPM only.

Early Termination Fee

- If the Paychex Flock Benefits Administration Services is terminated during the first twelve(12) months Following the effective Date, Client will be liable for the Minimum Monthly Fee from the date of termination through the date that is twelve (12) months from the Effective Date.

Payment and Billing

- Payments shall be due within fifteen (15) days after Client's receipt of invoices detailing such amounts. Service Fees Commence when the Client account for services has been established. Billing of Services Fees will commence prior to the establishment of electronic data feeds and is independent of plan effective dates.

Year-End Delivery

- **Note:** Please review your delivery method with your service provider before 12/31 to avoid additional charges.

Paychex Service Agreement

Company Name: _____
 Federal ID Number: _____
 Services Selected by Company: See Part A – Product Selection

This Paychex Service Agreement (the "Agreement") is entered into between Paychex, Inc. and its affiliates ("Paychex"), located in Rochester, New York and the Company identified above, and each Company identified in Part D ("Client") pursuant to the terms and conditions of this Agreement. Paychex and Client may collectively be referred to as the "Parties" or individually as a "Party". Unless otherwise specified in this Agreement, the effective date of the Agreement will be the date that Paychex receives the signed Agreement from Client ("Effective Date"). The Agreement will continue until terminated in accordance with its provisions. This Agreement shall be made up of this signature page and Part A (Services), Part B (General Terms and Conditions), Part C (Product Terms and Conditions), and Part D (Companies Entering Into Agreement), and shall be one Agreement regardless of the revision date of each Part. If one or more additional Companies related to Client will be entering into an Agreement with Paychex, the Companies entering into the Agreement are listed in Part D. Each Company listed in Part D will be deemed to be entering into a separate Agreement with Paychex for the Services selected by Client in Part A.

- 1. Paychex Services.** Client engages Paychex to provide the service(s) selected by Client(s) in Part A of this Agreement ("Service(s)"). Paychex will not be obligated to, nor will Paychex commence any individual Service until Paychex receives all documents and/or information necessary to begin each individual Service and notifies Client of the date Paychex will commence each of the Services ("Service Effective Date"). Client acknowledges that each of the Services may have a separate Service Effective Date. **Until the Service Effective Date, Client will continue to provide for itself the Services requested of Paychex. Paychex assumes no responsibility for Services prior to the Service Effective Date or for Services declined by Client.**
- Client agrees that Paychex is not rendering legal, tax, accounting, or investment advice in connection with the Services, nor is Paychex a fiduciary of Client, a fiduciary of any Client benefit plan offered for the benefit of Client's Employees, or the employer or joint employer of Client's Employees. Paychex will not be responsible for Client's compliance with, nor will Paychex provide legal or other financial advice to Client with respect to federal, state, or local statutes, regulations, or ordinances, including, but not limited to, the Fair Labor Standards Act or any wage and hour laws. Client agrees to comply with any and all applicable federal, state, local and international laws, regulations or ordinances ("Laws"), and Client is solely responsible for retaining all copies of any documents received from or made available by Paychex or provided to Paychex as required by applicable Laws.
- Client understands that this Agreement may be considered an application for credit. Client authorizes Paychex to investigate and verify the identity, bank account and/or credit of Client and/or its principals, including bank account status and history, prior to providing any Services under this Agreement (collectively "Client Verification"). Paychex may also perform Client Verification pursuant to applicable federal and/or state requirements. Client acknowledges that Paychex may engage third parties to perform Client Verification and authorizes Paychex to share with third parties Client data, including Client Confidential Information, to perform Client Verification. Client further agrees that Paychex is not liable for the actions or inactions of such third parties, including but not limited to any unauthorized use or disclosure of Client data by third parties.

The individual signing this Agreement represents and acknowledges that he or she has the authority to (i) execute this Agreement on behalf of the Client identified above and each Client identified in Part D, if applicable, and (ii) bind each identified Client to this Agreement. Client warrants that it possesses full power and authority to enter into this Agreement, and has read and agrees to the terms and conditions set forth in this Agreement, including, without limitation the provisions addressing governing law and arbitration. Client acknowledges that it has received each referenced Part to this Agreement and has reviewed the Services selected in Part A. The Parties agree that Client's signature on this Agreement may be transmitted to Paychex electronically or by facsimile. The Parties further agree that such signature will have the same force and effect as if the original signature had been provided and received.

Company

Authorized Officer/Representative Name _____ Title _____
 Print

Authorized Officer/Representative Signature _____ Date _____

Part A
Paychex Benefits Administration Services

Client engages Paychex to provide the Paychex Benefits Administration Services ("Services") selected below. Paychex will not be obligated to, nor will Paychex commence any individual Service until the Service Effective Date. The Services are described in Part C of this Agreement. If Client transfers between Service offerings or adds a Service offering, Client agrees that the terms and conditions of this Agreement related to the Service offering to which it is transferring or adding shall apply and additional Fees may be due.

Service	Selected
Flock Benefits Administration by Paychex – Integrated*	X
Paychex Flock Benefits Administration – Non-Integrated	
COBRA Administration**	
Employee Shared Responsibility Services	
BalanceBenefits® / BalanceCare®	

*Requires Paychex Payroll Services. Subject to availability.
** Flock Benefits Administration with COBRA Administration subject to availability.

In Process

DRAFT

Part B
Paychex Service Agreement
General Terms and Conditions

1. **Term.** The term of the Agreement will begin on the Effective Date and will continue until terminated by the Parties as set forth below.
2. **Client Information, Confidential Information and Contacts.**
 - 2.1 **Client Information.** Client will timely and accurately execute and/or provide all documentation, data, information, and directives necessary for the Services under the Agreement ("Client Information") including taking all corporate action. If Client chooses to allow Client employee ("Employee") or Client independent contractor ("Independent Contractor") (Employee and Independent Contractor are referred to collectively as "Worker") to review, add or change their personal, payroll, retirement and/or tax information through Worker's Online Account and/or chooses to require Workers to electronically sign and submit certain forms or documents when making such changes, such information will be included in Client Information and will be treated as if provided directly by Client. Client acknowledges that Client is responsible for any delayed remittance of Payment Amounts due to the intended recipient any additional processing Fees, and any delay in performance of the Services incurred as a result of its failure to timely and/or accurately submit Client Information. Client acknowledges that Paychex may be required to obtain documents or information necessary to perform Client Verification, pursuant to applicable federal and/or state requirements. Paychex will provide the Services based on Client Information which shall be considered authentic, accurate, and complete. Paychex is entitled to rely on Client Information and shall not be obligated to independently verify such information or obtain any additional authorization from Client to act on Client Information. Paychex will not be responsible for errors that result from Paychex' reliance on Client Information.
 - 2.2 **Client Confidential Information.** "Client Confidential Information" means information disclosed or otherwise made available by, or on behalf of, Client to Paychex that is marked confidential or is of the nature that a reasonable person would identify it as being confidential. Paychex agrees that it shall implement and maintain a comprehensive information security program which contains administrative, technical, and physical safeguards that are deemed reasonable and necessary to protect Client Confidential Information from unauthorized access or acquisition. Paychex may disclose Client Information and Client Confidential Information to its employees, affiliates, subsidiaries, and authorized agents, third-party partners and vendors, and contractors to (i) perform or offer Services; (ii) offer additional products or services; (iii) integrate third-party services into the Services; (iv) perform analysis to determine Client's qualification to receive services; and (v) collect Amounts Due and may disclose Client's payment experiences with Paychex to credit reporting agencies and supply vendor references on Client's behalf. Paychex may also disclose Client Confidential Information (i) to its attorneys, accountants, insurers, and auditors; and (ii) pursuant to any applicable Laws, court order, legal process, or governmental investigation. In the event of any compromise or security breach resulting in the disclosure or possible disclosure of Client Confidential Information, Paychex will notify Client in compliance with applicable Laws.
 - 2.3 The obligations set forth in section 2.2 will not apply to any Client Confidential Information that (i) Client has agreed is free of any nondisclosure obligations; (ii) at the time of disclosure was free of any nondisclosure obligations; (iii) is independently developed by Paychex or that Paychex lawfully received, free of any nondisclosure obligations, from a third party having the right to furnish such Client Confidential Information; (iv) is or becomes available to the public without any breach of this Agreement or unauthorized disclosure; or (v) is already in the possession of the requesting Party.
 - 2.4 Client grants Paychex authorization to collect, process, transfer, use, and disclose Client Information and Client Confidential Information (collectively, "Information") in accordance with this Agreement and Paychex' Privacy Policy, which may be amended or modified at any time at Paychex' sole discretion. As between the Parties, Client owns Client Confidential Information. Client grants Paychex a non-exclusive right and license to use, reproduce, host, reformat, and create derivative works from Client Confidential Information to provide the Services and for internal tracking, reliability testing and research purposes. Paychex may use Information that is aggregated, anonymized and reidentified (so long as no attempt to re-identify the data is made) for any lawful purpose at Paychex' discretion. Client will have no ownership interest in the data, and such data will not be considered Client Information or otherwise Client Confidential Information.
 - 2.5 **Client Contacts.** Client shall designate contact(s) who are authorized to submit Information to Paychex and/or take action on behalf of Client ("Authorized Contact(s)"). Client acknowledges and understands that contact information provided for Authorized Contacts is considered Client Information. Authorized Contacts responsibilities may also include, but are not limited to, giving and receiving notices, processing payroll, purchasing products and services, agreeing to terms and conditions, accessing Client Confidential Information and/or handling any other matters related to Client's account. Client is responsible for (i) the accuracy of any Information submitted by Authorized Contacts and/or Client; and (ii) for any action taken by Authorized Contacts and/or Client in relation to the Services, including but not limited to, actions taken through Client's Online Account. Client acknowledges that it is solely responsible for designating all Authorized Contacts, establishing the type of access granted to each Authorized Contact for each Service, and keeping all Authorized Contacts and access levels current at all times. Client acknowledges that it is solely responsible for any damages, costs, expenses, or additional Fees that may be incurred as a result of its failure to provide updated contact information.
3. **Review Reports and Data.** Client will review all reports, documents, invoices, and data provided, made available, or accessible by Client related to Client's account and/or Services, and Client will inform Paychex of any inaccuracies within three (3) business days of receipt or availability. Client acknowledges that Paychex will not be responsible for any damages that may result from Client's failure to timely review reports.
4. **Fees and Payment Amounts.** Client agrees to pay fees for all Paychex and third-party Services selected by Client ("Fees") and remit funds to Paychex representing the amount due to pay or reimburse Paychex or Vendor for any amount remitted by Paychex on behalf of Client ("Payment Amounts") (collectively, Fees and Payment Amounts shall be "Amounts Due") through an Electronic Funds Transfer ("EFT") or such other method as required by Paychex when due. Client agrees to provide Paychex with all information necessary to confirm receipt of the payment prior to the due date ("Funding Deadline"). Payment Amounts include all amounts due to pay Client's Workers, remit taxes, pay garnishments, or otherwise fund Client's payment obligations for Services provided pursuant to this Agreement. Fees may include administration fees; per pay run, Worker and/or participant fees; set-up fees; minimum monthly fees; insufficient fund fees; late fees; premium processing fees; termination or transfer fees; and any additional fees as described in Part C to this Agreement, on your invoice, fee schedule or the equivalent. For Fees based only on active Workers, Client understands and acknowledges that it is solely responsible for designating the

status of each Worker, and for keeping the designation current at all times. A Worker designated as active shall remain in active status until Client changes the designation. Except as otherwise set forth herein, Paychex' Fees are subject to change upon thirty (30) days written notification to Client. Paychex may, in its sole discretion, require a security deposit from Client.

4.1 Electronic Funds Transfer.

- 4.1.1 If Paychex requires payment of Amounts Due through an EFT, Client (i) will designate a bank account(s) for the EFT of Amounts Due; (ii) will execute all documentation needed by Paychex to originate EFT transactions and to verify availability of funds in Client's bank account; (iii) agrees that the funds representing the Amounts Due will be on deposit in Client's bank account in collectible form and in sufficient amount on or before the Funding Deadline; and (iv) authorizes Paychex to collect all Amounts Due from Client's bank account on the Funding Deadline.
- 4.1.2 Client's submission of Client Information to Paychex constitutes Client's authorization for Paychex to create and transmit the EFT credit or debit entries ("Entry" or "Entries") contained therein.
- 4.1.3 All EFTs are performed in compliance with the National Automated Clearing House Association operating rules ("Nacha Rules"), which can be viewed at NachaOperatingrulesonline.org. Client (a) authorizes Paychex to send Entries on behalf of Client to receivers and assumes the responsibilities of an originator of EFTs, if applicable; (b) affirms that it obtained valid authorization of Entries from receivers; (c) agrees to follow Nacha Rules, as they are amended from time-to-time; (d) will not originate any EFT that violates any Law; (e) agrees that Entries are limited to Prearranged Payment and Deposit (PPD), Corporate Credit or Debit (CCD, CTX), International ACH (IAT) or others required for Services; and (f) agrees that Paychex or originating banks have the right to audit Client's compliance with Nacha Rules. Client further acknowledges and understands that Paychex may (i) identify Client to banks involved in the EFT and (ii) terminate or suspend the Agreement for breach of Nacha Rules or this section. Client further agrees that it will notify Paychex, pursuant to applicable Nacha Rules and federal regulations, if funding for Client's payroll is received from a foreign financial agency and of any Workers with non-U.S. addresses.
- 4.1.4 Paychex may reject any Entry that does not comply with the requirements of this Agreement or Nacha Rules or if Client's account does not contain sufficient available funds to pay for the Entry. Paychex will have no liability to Client by reason of the rejection of any Entry or Entries.
- 4.1.5 Client will have no right to cancel, amend, or reverse an Entry received by Paychex after it has been submitted. In its own discretion, Paychex may use reasonable efforts to act on a request but will have no liability if the cancellation, amendment, or reversal is not successful. Client agrees to reimburse Paychex for any expenses, losses or damages Paychex may incur in attempting to cancel, amend or reverse an Entry.

4.2 Payment by Wire Transfer or Other Method. For payments of Amounts Due by wire transfer or other method, Client agrees to provide Paychex with all information necessary to confirm receipt of the payment prior to the Funding Deadline.

4.3 Insufficient or Non-Confirmed Funds. If sufficient funds are not available on the Funding Deadline, Paychex may take such action to collect Amounts Due including, but not limited to, reissuance of an EFT and assessing insufficient fund Fees. **Client acknowledges that Client is responsible for any delay in remittance of Payment Amounts if Paychex is unable to confirm receipt of funds prior to the Funding Deadline.**

4.4 No Right to Interest. Client waives any right to interest that may accrue on any amounts, including, but not limited to, Payment Amounts, Fees, and security deposits received by Paychex.

4.5 Refund/Adjustment/Overpayment. Paychex will not process any refunds, adjustments or overpayments until Paychex receives verification that all outstanding fees, payments, and balances due to Paychex have been paid. Client agrees that Paychex may apply any balances or funds it is holding for Client to Amounts Due owed to Paychex or its affiliates. If Paychex remits an overpayment of Reimbursement Amounts on behalf of Client, Client agrees that it will reimburse Paychex for the overpayment the sooner of five (5) days of (i) Client receiving a return of the overpayment; or (ii) Client being notified that the overpayment amount would be applicable to future or other liability of Client; or (iii) the Agreement being terminated by either Party.

5. Software.

5.1 Software Licenses. Paychex grants Client a non-transferable, non-exclusive, non-sublicensable limited license to install and use certain Paychex software made available to Client as part of select Services during the term of this Agreement. Paychex is and remains the owner of all titles, rights, and interests in the software. Client agrees that if it does not accept all of the terms and conditions of any and all Paychex software, and/or third-party software, and any and all applicable license agreements provided to Client now or in the future, Paychex will not be obligated to perform Services dependent upon the software.

5.2 Right to Access Proprietary Software. Paychex grants Client a limited, non-transferable, non-exclusive right to access and use Paychex proprietary hosted software products via a web browser during the term of this Agreement. Paychex is and remains the owner of all titles, rights, and interest in hosted software products. Paychex will host and retain physical control over the software and make such computer programs and code available only through the internet for access, use, and operation through a web browser. No provision under this Agreement shall obligate Paychex to deliver or otherwise make available any copies of computer programs or code from the software, and Paychex does not guarantee the availability or compatibility of any hosted software products. Client is responsible for obtaining and maintaining all computer hardware, software, and communications equipment needed to access the software, and for paying all third-party charges (e.g., kiosk, internet service provider, or telecommunications charges) incurred while accessing the software.

5.3 Confidentiality of Software. Client acknowledges that the software received or accessed as part of Client's Services contains valuable trade secrets and confidential information owned by Paychex or third parties ("Confidential Information"). Client agrees that Client, its Workers, and its agents will not, directly or indirectly: (i) sell, lease, assign, sublicense, or otherwise transfer; (ii) duplicate, reproduce, or copy; (iii) disclose, divulge, or otherwise make available to any third party; (iv) use, except as authorized by this Agreement; or (v) decompile, disassemble, or otherwise analyze for reverse engineering purposes the software received or accessed. Client will take appropriate action with Client's Workers and agents to satisfy its obligations under this Agreement with respect to the use, protection, and security of software. Client will notify Paychex immediately of any unauthorized use or disclosure of Confidential Information and will cooperate in remedying such unauthorized use or disclosure.

5.4 Intellectual Property Rights. Client owns no rights, title, or interest, including, but not limited to, copyright, patent, trade secret, and all other intellectual property rights, in the software used to receive or access Services. If Client is ever held or deemed to be the owner of

any intellectual property rights in the software or any changes, modifications, or corrections to the software, Client hereby irrevocably assigns to Paychex all such rights, title, and interest. Client agrees to execute all documents necessary to implement and confirm the letter and intent of this section.

6. **Client Default.** Client's breach of any material provision of this Agreement shall constitute a default of the Agreement. In the event of a Client default, Paychex may, at its sole option, terminate the Agreement, or a portion thereof, without notice and declare any or all Amounts Due immediately due and payable. Client agrees to promptly reimburse Paychex for all past due Amounts Due, including advances or overpayments, made by Paychex and to pay interest at the rate of one and one-half percent (1½%) per month, or the maximum allowable by applicable law, until paid. Client agrees that Paychex may initiate an EFT to Client's bank account for any past due Amounts Due. Client will be responsible for the costs of collection of Amounts Due including, but not limited to, attorneys' fees and court costs. Paychex may, in its sole discretion, commence an action within the County of Monroe, State of New York, or in any other court of competent jurisdiction for any monies due and owing from Client to Paychex.
7. **Limit of Liability.** Paychex' sole liability and Client's sole remedy for Paychex' breach of the Agreement will be (i) for Paychex to remit to the appropriate payee the funds received from Client; and/or (ii) for Paychex to reimburse Client or its Workers for any interest or penalties assessed by taxing authorities, against Client and/or its Workers, as a direct result of Paychex' breach of the Agreement after all abatements and appeal attempts, if applicable, have been exhausted. Paychex can only be held liable for breach of the Agreement and will not be held liable for (i) any negligent act or omission by Paychex; (ii) the acts or omissions of any other person or entity, including, but not limited to, Client and its Workers or agents, or any person or entity that provides services in connection with or as a result of Paychex' performance of its obligations under the Agreement; (iii) any loss, claim, or expense arising from any information provided or modified by Client; or (iv) Client's breach of Nacha Rules. **Paychex will, under no circumstances, be liable for any special, indirect, incidental, consequential, or punitive damages, including lost profits or loss of data incurred by Client pursuant to this Agreement or by the transactions contemplated by it, however caused, on any theory of liability (including contract, tort, or warranty), or as a result of Paychex' exercise of its rights under the Agreement, even if Paychex has been advised of the possibility of such damages.**
8. **Indemnification.** Client will indemnify, defend, and hold Paychex and its affiliates, respective officers, directors, and employees harmless from any and all claims, costs, attorneys' fees (including in-house counsel fees), and expenses resulting from or arising in connection with (i) a Client default; (ii) the use, misuse, reproduction, modification, or unauthorized distribution of software; (iii) Client's breach of Nacha Rules; (iv) Client's breach of any warranty set forth in the Agreement; or violation of applicable Law; and (v) any claims that any symbol, logo, or mark uploaded by Client or Client's agents, or printed on Client's handbooks or checks, infringes the intellectual property rights of any third party.
9. **Online Accounts.**
 - 9.1 Client, or any Worker, Authorized Contact, or third party that Client authorizes, may choose and/or be required to access or connect to certain Services online or through any mobile or other electronic devices ("Online Account"). If Client accesses or connects to Services through an Online Account, Client is solely responsible for: (i) designating who is authorized to have access to the Online Account ("Authorized User(s)"); (ii) setting and enforcing its own internal policies related to use of Online Account by any Authorized User; (iii) safeguarding all passwords, usernames, logins or other security features used to access the Online Account ("Online Account Access"); (iv) use of Online Account under any usernames, logins or passwords; (v) ensuring that use of the Online Account complies fully with the provisions of this Agreement and all applicable Terms of Use; and (vi) any unauthorized access, or use, of the Online Account caused by Authorized Users' actions or inactions, including, without limitation, their failure to safeguard Online Account or Online Account Access. Client acknowledges that each Authorized User may set their own preferences within their Online Account and may link their account to certain third-party services at their option.
 - 9.2 Client is solely responsible for all activity occurring under Client's Online Account, including but not limited to, the manner in which it and its Authorized Users use the Services and for the Client Information provided via the Online Account. Client shall not and shall not permit its Authorized Users to: (i) use its Online Account in any manner that exceeds the scope of rights granted pursuant to the Services provided to Client under this Agreement and within the applicable Terms of Use; (ii) use its Online Account to transmit Client Information in violation of any third-party privacy rights; or (iii) make the Online Account accessible to any third parties other than Authorized Users.
 - 9.3 Client agrees to immediately notify Paychex of any actual or suspected unauthorized use of Online Account and acknowledges that Client is solely responsible for damages resulting from any unauthorized use or Client's failure to timely notify Paychex. Paychex reserves the right to limit, suspend, or terminate Client's and/or Authorized User(s)' access to Online Account should Paychex have reason to believe that the security or confidentiality of Online Account or Online Account Access has been compromised. Client acknowledges that Authorized Users select the security level for Online Account Access and Client is solely responsible for these selections. Client further acknowledges that it has reviewed all of the security levels and has determined the level or levels for its Authorized Users that is commercially reasonable for providing security against unauthorized access and meets Client's requirements given the size, type and frequency of the Services it will receive from Paychex. Client is solely responsible for implementation of an information security program appropriate to safeguard the Online Account or Online Account Access and which is consistent with all applicable Laws; safeguarding Online Account and Online Account Access for any third-party services integrated into the Services; maintenance and routine review of computing and electronic system usage records (i.e. log files); and the security of its own data, data storage, computing device(s), other electronic systems, and network connectivity. Client acknowledges and agrees that Paychex is not liable to Client, Client's Workers or any other third party for any consequences, losses, or damages resulting from unauthorized access or use of the Online Account as set forth in this section.
 - 9.4 Without limiting any other rights of Paychex under this Agreement, Client agrees that should Client or Client's Authorized Users violate any of the provisions within this Agreement or the applicable Terms of Use, Paychex may in its sole and absolute discretion and without notice, immediately suspend or terminate Client's or Authorized User(s)' access to Client's Online Account.
10. **Termination.** Except as otherwise provided, either Party may terminate this Agreement upon thirty (30) days prior written notice. This notice requirement may be waived, in writing, by the Party entitled to such notice. Paychex may immediately terminate the Agreement or portion of the Agreement, if: (i) Client becomes subject to receivership, bankruptcy, or is insolvent; (ii) Paychex, in its sole discretion, determines that a material adverse change has occurred to Client; (iii) Client fails to have sufficient funds on the Funding Deadline, or (iv) Paychex determines, in its sole discretion, that any Laws, regulatory action, or judicial decision adversely affects its interests under the Agreement. Termination of the Agreement will not relieve Client of any obligations set forth in this Agreement, including, but not limited to, its payment obligations. In the case of bankruptcy, the Agreement cannot be assumed by the debtor or trustee without Paychex' prior consent. Client acknowledges that

it is required to terminate the Agreement for each Client listed in Part D individually, and that termination of the Agreement between Paychex and any one Client shall not act to terminate the Agreement between Paychex and any other Client identified in Part D, unless notice is provided as set forth herein. If a Service selected by Client is provided by a third-party vendor pursuant to a separate agreement, and the separate agreement is terminated for any reason, Paychex may immediately terminate such Service.

11. **Third-Party Services.** Client may select Services that are wholly or partially provided by an authorized third-party vendor of Paychex ("Vendor"), and/or choose to integrate or use other third-party services in connection with the Services (collectively, "Third-Party Services"). Client's use of any Third-Party Services may be limited or governed by additional third-party terms and conditions and/or privacy policies. Client authorizes Paychex to share any Client data, including Information needed for a third-party to provide Third-Party Services. Client is solely responsible for obtaining any necessary consents or authorizations for use of Third-Party Services. Client acknowledges that such services are not provided by Paychex and Client agrees to hold harmless and release Paychex from liability relating to Client's use of such Third-Party Services in connection with the Services. Paychex reserves the right to change a Vendor providing a Service, or to discontinue providing a Service at any time, by providing notice to Client in a manner chosen by Paychex as set forth in section 13.4.
12. **Governing Law and Arbitration.** The Agreement and all aspects of the relationship between Paychex and Client shall be governed exclusively by the laws of the State of New York, to the extent not preempted by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), without regard to, or application of, its conflict of laws, rules, and principles, except for the arbitration agreement contained herein which shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. section 1 et seq. (the "FAA"). **Except as provided herein, any controversy, claim, or dispute arising out of, related to, or in connection with, the Agreement or the Services, without regard to the theory of liability asserted, shall be determined only by binding arbitration in Rochester, New York, administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules.** Arbitrable disputes include, without limitation, disputes about the formation, interpretation, applicability, or enforceability of this Agreement. A separate neutral arbitrator must be selected and appointed for each dispute. Any dispute arising out of, or in connection with, the Agreement will be brought within two (2) years of when the claim accrued. The arbitrator will not be authorized to award exemplary or punitive damages, or any damages excluded in the Limit of Liability provision. The Parties agree that the prevailing Party in arbitration, and any subsequent judicial proceeding to enforce an arbitration award, will be awarded costs and attorneys' fees (including in-house counsel fees) and that an arbitration award may be entered as a judgment in any court having jurisdiction over either Party to the Agreement. The Parties will not be permitted to bring, or participate in, and the arbitrator will not have any authority or jurisdiction to hear or decide, any claims brought as any type of purported class action, coordinated action, aggregated action, or similar action or proceeding. Each Party must only bring claims against each other in their individual capacity.
13. **Miscellaneous.**
 - 13.1 **Telephone Consumer Protection Act (TCPA) Consent.** By signing this Agreement, Client authorizes Paychex to contact it and its Workers using an automatic dialing system or prerecorded messages at the telephone number(s) provided, including, but not limited to, phone calls and/or text messages regarding promotional offers or marketing messages. Client agrees that it is the subscriber or customary user of the telephone number(s) provided, or that it obtained valid consent from the subscriber, Worker, or customary user to receive such calls and/or text messages prior to the telephone number(s) being provided to Paychex. **Any telephone numbers Client provides to Paychex will be deemed to have been provided under this Agreement and with the same consent. Client represents and warrants that it will only provide Paychex with the phone numbers of persons who have previously provided the foregoing consent to receive autodialed marketing phone calls and/or text messages. Client is solely responsible for any claims made against Client or Paychex regarding calls and/or text messages sent to phone numbers provided to Paychex by or on behalf of Client. Termination of this Agreement does not constitute withdrawal of this consent. Client understands that it is not required to provide telephone numbers as a condition of making any purchase, and that it may withdraw its authorization at any time.** While Client herein authorizes Paychex to send messages using an autodialer, the foregoing shall not be interpreted to suggest or imply that any or all of the mobile messages sent by or on behalf of Paychex are in fact sent using an automatic telephone dialing system. Message and data rates may apply to any text messages.
 - 13.2 **California Consumer Privacy Act.** Client is subject to the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq., as amended, and related regulations, as may be further amended from time to time (collectively, the "CCPA"). Client instructs Paychex to collect, process, and disclose covered personal information (as defined in CCPA) to provide the Services in accordance with Paychex Privacy Policy, this Agreement, and the Paychex Services Agreement Addendum for California Consumer Privacy Act which is located at go.paychex.com/ccpa and incorporated by reference.
 - 13.3 **Assignability.** The Agreement may not be assigned by Client to any third party.
 - 13.4 **Notices.** Client shall provide all notices required under this Agreement to Paychex at an address supplied by Paychex. Except as otherwise provided, Paychex may provide notices required under this Agreement: (i) by email; (ii) through Client's Online Account; or (iii) by mail.
 - 13.5 **Entire Agreement.** Client acknowledges that there have been no representations or warranties made by Paychex or Client that are not set forth in the Agreement. The Agreement, along with any exhibits, addendums, schedules, amendments, Terms of Use and software license agreements contain the entire understanding of the Parties and supersedes all previous understandings and agreements between the Parties for the Services provided, whether oral or written, including, without limitation, any confidentiality or nondisclosure agreement(s) entered into by and between Client and Paychex prior to the date hereof.
 - 13.6 **Force Majeure.** Neither Party shall be responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in its performance under this Agreement (except for payment of Amounts Due) due to causes beyond its reasonable control, including, but not limited to, elements of nature or acts of God, war, pandemics or epidemics, actions or decrees of governmental bodies, acts of terrorism, or acts of cybercriminals (each a "Force Majeure Event"). The Party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event.
 - 13.7 **Amendment.** Paychex may modify any term of the Agreement upon thirty (30) days written notice to Client of such change and the effective date thereof. Client will be deemed to have accepted and agreed to such changes unless Client elects to terminate the Agreement by written notice to Paychex prior to the effective date of the change and pursuant to the Termination provision(s). Client agrees that Paychex may provide notice of a modification of the Agreement by email to the email address provided by Client, mail at the mailing address provided by Client, or by notifying Client that the modification may be accessed on Client's Online Account as applicable. Paychex will provide a printed copy upon Client's request.

13.8 Waiver and Severability. Failure to enforce a provision will not be deemed a waiver; waivers must be in writing signed by the Party claimed to have waived. If any provision of the Agreement or any portion thereof is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of the Agreement will not in any way be affected or impaired.

13.9 No Third-Party Beneficiaries. Each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Client or Paychex.

13.10 Surviving Sections. The sections titled Client Information, Confidential Information and Contacts, Fees and Payment Amounts, Software, Online Accounts, Client Default, Limit of Liability, Indemnification, Client Confidential Information, Third-Party Services, Governing Law and Arbitration, Notices, Telephone Consumer Protection Act (TCPA) Consent, California Consumer Privacy Act, Entire Agreement, Severability, and No Third-Party Beneficiaries, will survive the termination of this Agreement.

In Process

Part C
Paychex Benefits Administration Services
Terms and Conditions

1. **Paychex Benefits Administration Services.** Client engages Paychex to provide the Paychex Benefits Administration Services selected on Part A (collectively "Services"). Client agrees that the Services will be provided by subsidiaries and affiliates of Paychex pursuant to the terms and conditions of the Agreement. In the event of a conflict between the terms and conditions set forth in Part B and this Part C, the terms and conditions in this Part C shall prevail. Client understands and acknowledges that the Services and the performance of the Services by Paychex does not, and is not intended to, make Paychex the "Plan Administrator", "Plan Sponsor" or other "Fiduciary" under the Employee Retirement Income Security Act ("ERISA") of 1974, as amended, or the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), of Client's plan, and Client shall not identify or refer to Paychex or any of its affiliates as such.
2. **Integrated and Non-Integrated Services.** An integrated Client processes payroll through Paychex at the time Services commence or at any time thereafter ("Integrated Client"). A non-integrated Client does not process payroll through Paychex at the time Services commence or at any time thereafter ("Non-Integrated Client"). Client understands that Fees may change if Client's status as an Integrated or Non-Integrated Client changes. An Integrated Client directs Paychex to use information provided by Client to Paychex to process its payroll to provide Services pursuant to this Agreement. A Non-Integrated Client agrees that it will be solely obligated to provide all required Client Confidential Information in a format required by Paychex. The extent and availability of the Services provided under this Agreement may be contingent upon whether a Client is Integrated Client or Non-Integrated. A change in integration status may result in modification or termination of some, or all, of the Services.
3. **Flock Benefits Administration Services by Paychex.** Paychex will provide Client access to an internet deployed electronic enrollment and administration system for group Employee benefits ("System"). The System contains, but is not limited to, the following features:
 - a. Maintenance of Employee, spouse and dependent demographic information provided by Client;
 - b. Employee eligibility tracking;
 - c. Secure Employee access for self-service;
 - d. Online benefit descriptions;
 - e. Enrollment transactions for open enrollment, new hires and qualifying life events;
 - f. Monthly enrollment transaction data;
 - g. Standard and custom reports including comprehensive data extracts; and
 - h. Provision of Client information to third-party administrators if requested by Client.
- 3.1 **Paychex Responsibilities.** Paychex has no discretionary authority or discretionary responsibilities in the administration of Client's plans. Paychex does not own any data, information or material that Client submits to Paychex in the course of using the Services. As such, Paychex shall not have any obligation to verify or determine the accuracy, validity or completeness of information provided by Client or Client's plan administrator, including the hire and termination date of any of Client's Employees, and shall not be responsible for errors, delays or additional costs resulting from the receipt of inaccurate, invalid, incomplete or untimely information or information provided in an unacceptable format or media. Paychex is not required, under the terms of the Agreement, to review Client's actions or those of Client's plan administrator(s), and Paychex will not incur any liability by taking or permitting any actions on the basis of any of Client's actions or those of Client's plan administrator(s) or for carrying out either Client's or Client's plan administrator's directions. Paychex will:
 - a. Perform initial set up of Client's plan(s) in System and populate with initial Client provided information;
 - b. Provide teleconference training to Client's primary user(s) of the System;
 - c. Provide an on-line help system;
 - d. Provide System-generated custom reports including comprehensive data extracts;
- 3.2 **Enrollment Management.** If Client becomes eligible for enrollment management Paychex will deliver eligibility and enrollment information to Client's insurance carriers and service providers for those carriers (collectively "Carriers") in accordance with the capabilities and approval of the Carriers as set forth below ("Enrollment Management"). If Client is not eligible for the service, elects not to receive it or Paychex is unable to establish electronic transmission of enrollment transactions Client shall remain solely responsible to transmit enrollment transactions to its Carrier. If Client is receiving Enrollment Management Services Paychex will attempt to establish electronic transmission of enrollment transactions to the Client's insurance Carriers or service providers, as described below. For purposes of this section, Paychex will initially inform Client that it is eligible to receive data feeds and electronic enrollment services and Client must direct Paychex to begin the services. Paychex will make reasonable efforts to provide a file feed to any Carrier that agrees to receive one and that supports a reusable file format. Paychex shall bear no financial responsibility for any Carrier provider that is unable to establish or maintain a reliable and reusable data exchange process. Paychex may seek Client's assistance to encourage Carriers to engage in a reusable data exchange process if not available. Paychex shall inform Client if a data transmission to one of Client's Carriers is terminated due to the discovery of an unreliable data exchange process. For integration of existing data feeds Paychex will provide specifications for input and output and technical support as described in the Fee Schedule. Additional support will be billed as described in the Fee Schedule. Client understands that (i) payroll and COBRA vendor integration will not start until all data is reconciled and all other electronic data integrations are complete; and (ii) the electronic data integrations presented as available are based on historical projects and current relationships. Paychex does not control the Carriers and cannot guarantee the existence or the continued availability of any electronic data integration with them. Client also understands that the time needed to integrate all Carriers, payroll, and COBRA vendors is variable and may be impacted by events outside the control of Paychex.
- 3.3 **Demographic Changes to System.** Client may request Paychex to update demographic changes in the System. If Paychex agrees to perform this additional Service, Client is still solely responsible for providing the updated demographic information. Additional Fees for this Service may apply.
- 3.4 **Client Responsibilities.** Client's Authorized Users shall use the System in accordance with this Agreement and will:

- a. Provide all Information necessary to assist in initial Client setup in accordance with the Paychex implementation schedule. Client shall provide Paychex with all Information in accordance with Paychex's standard data import requirements;
- b. Assign trained primary user(s) to perform administrative enrollment tasks and to resolve all data discrepancies after training to facilitate electronic data integration;
- c. Approve all data changes prior to the next regularly scheduled data transmission;
- d. Make all enrollment and demographic changes through the System only upon confirmation of an electronic connection, unless otherwise instructed;
- e. Timely verify that all eligibility restrictions, effective date, premium calculations, and all other specific plan rules are in place and working correctly after initial implementation and after any Client directed changes.

3.5 Broker Access to the System. Client may choose to provide its Broker access to the System. By authorizing Broker access to the System, Client designates Broker as an Authorized Contact and an Authorized User of the System and Broker's access and use of the System are subject to the terms of the Agreement. If Client has provided Broker access to the System Paychex may directly contact Broker to provide the Services for purposes including, but not limited, to data reconciliation and plan design, and Paychex is entitled to rely upon direction received from Broker in providing the Services. Broker will be able to enter and change Information in the System, including, but not limited to, enrollment, demographic and benefit changes, and Paychex will provide Broker Client Confidential Information as required to enter and make changes in the System. Client is solely liable for Broker's activity on the System and all information Broker enters or changes, or causes to be entered or changed, in the System. Paychex is not liable for action taken or errors made by Broker. Client may withdraw its authorization for Broker at any time by informing Paychex, in writing. Requests to remove Broker's access may take up to five (5) business days to process.

- 4. COBRA Administration Service.** Additional Fees may apply as set forth in the Fee Schedule or Investment Summary. If Client elects COBRA Administration Services Paychex will perform certain federal (COBRA) and state continuation administrative functions for medical, dental, vision, or prescription drug coverage plans ("plan") on Client's behalf ("COBRA Administration"). Client acknowledges that Paychex is not the Plan Administrator, Plan Sponsor as defined by applicable law nor is Client retaining Paychex to act as a Plan fiduciary. Paychex shall not have any discretionary authority or responsibilities with respect to the administration of the Eligible Plans. The COBRA Administration Services will be provided only to Client Employees and qualified beneficiaries Client has identified to Paychex as having had a qualifying event under COBRA or applicable state continuation law. Client will notify Paychex when an Employee is (i) no longer on its payroll; (ii) terminated from coverage under the Client Plan; or (iii) receiving a reduced level of health care coverage under the plan; and Client will identify plans of the Employee to Paychex (collectively "Required Notifications"). Client is solely responsible for determining if a matter is a qualifying event. Paychex will assist Client in determining if a matter is a qualifying event once Client provides Paychex with the Required Notifications. If the qualified beneficiary subsequently elects COBRA coverage, Client shall be solely responsible for submitting the premium for the qualified beneficiary directly to the applicable Carrier. The qualified beneficiary will pay the monthly premium plus a two percent (2%) administration Fee directly to Paychex and Paychex will reimburse Client the premium collected from the qualified beneficiary less the administrative Fee. Client specifically agrees that Paychex may retain the two percent (2%) administrative Fee and any balance credit, interest or other earnings (collectively "Earnings") based on the premiums received prior to remitting to Client as additional compensation for its Services under this Agreement. In the absence of the Earnings, Client agrees that the other Fees paid to Paychex under this Agreement would be greater. If Paychex receives an appeal of a denial of coverage from a potential beneficiary ("COBRA Appeal") (i) Paychex will provide Client with a copy of the COBRA Appeal; and (ii) Client agrees that it has sole responsibility to review and provide Paychex written direction on how to respond to the COBRA Appeal.
- 5. BalanceBenefits®/BalanceCare®.** Additional Fees may apply as set forth in the Fee Schedule or Investment Summary. If Client elects BalanceBenefits/BalanceCare Client will have access to health advocacy telephone support through a call center that is available 24 hours per day, seven days a week. Employee assistance will be provided for comprehensive pre- and post-enrollment benefit education and claims assistance. All BalanceBenefits/BalanceCare services are provided by a Vendor of Paychex.
- 6. Employer Shared Responsibility Services (ESR).** Paychex will provide the ESR Services ("ESR Services") as set forth in the Paychex ESR Service Addendum. Client must execute the separate Paychex ESR Service Addendum in order to receive the ESR Service. Additional Fees as set forth in the ESR Service Addendum will apply.
- 7. Client Confidential Information.** Client authorizes Paychex to collect and retain Client Confidential Information, which shall include enrollment and demographic information, and provide Client Confidential Information to Carriers as required to provide the Services. An Integrated Client authorizes Paychex to use, and rely upon, Client Confidential Information obtained through payroll processing to provide the Services. In addition to the terms and conditions for Client Confidential Information set forth in Part B the Parties shall comply with the relevant portions of Health Insurance Portability and Accountability Act (HIPAA) of 1996, and its implementing regulations, including any amendments thereto, if applicable. "Client Confidential Information" as defined in Part B shall include protected health information ("PHI"), eligibility, enrollment and demographic information provided by Client and/or its Employees. Client specifically authorizes Paychex to collect and store Client Confidential Information on the System on Client's behalf and share it, as needed, with Client's Carriers. In the event of any compromise or security breach resulting in the disclosure or possible disclosure of Client Confidential Information, Paychex will notify Client as legally required of such compromise or breach.
- 8. Termination.** In addition to the terms and conditions for Termination set forth in Part B the following additional terms shall apply. Client will be charged an early termination Fee as set forth in the Fees Section below. Paychex may immediately terminate the Agreement, or a portion thereof, if a Carrier ceases funding and Client fails to provide new funding instructions to Paychex within ten (10) business days. Upon termination, Client shall promptly (a) remove all the Service components from the Client's website, (b) at Paychex's discretion, remove any references to Paychex marks, (c) return to Paychex any materials and/or documents, regardless of form, provided by Paychex to Client pursuant to this Agreement; and (d) pay any Fees due to Paychex. Termination of the Agreement will not relieve Client of any obligations set forth herein, including, but not limited to, its payment obligations. If the Agreement is terminated for any reason, other than for cause, within the first twelve (12) months following the Effective Date, Client will be liable for the Minimum Monthly Fee set forth in the Fee Schedule from the date of termination through the date that is twelve (12) months from the Effective Date.

9. **Warranties.** In addition to any warranties set forth in Part B each Party represents and warrants to the other that it has and shall maintain in full force and effect throughout the term of this Agreement, all governmental permits, licenses and authorizations required on its part to perform its obligations under this Agreement. EACH PARTY UNDERSTANDS AND AGREES THAT ALL INFORMATION, TECHNOLOGY AND SERVICES ARE PROVIDED AS-IS AND, EXCEPT AS SPECIFICALLY SET FORTH HEREIN AND IN THE SCHEDULES ATTACHED HERETO, EACH PARTY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Each Party acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation except those specifically set forth in the Agreement. Paychex makes no representation or warranty that the Service is free from any infringement of any patent or proprietary rights of others, except that Paychex is not aware, as of the Effective Date of any claim or charge of any such infringement.
10. **Fees.** Client agrees to pay the Fees set forth in the Fee Schedule. Fees for the Service are based on a minimum of twelve (12) months of service following the initial billing date and do not include an implementation Fee, except as provided on the Fee Schedule. If Client is not charged an implementation Fee and Client terminates the Agreement for convenience, or if the Agreement is terminated due to Client's default during the first twelve (12) months of service following the initial billing date, Client will be responsible for the early termination Fee as set forth in the Fee Schedule.
11. **Carrier subsidies.** Carrier subsidies may be revoked or modified at any time at the discretion of the funding Carrier. If a Carrier is paying all or a portion of the cost of the Services on behalf of Client, Client shall provide any changes and/or additions to funding to Paychex in writing within ten (10) business days of such change. If a Carrier ceases funding, Client has the option to continue the Services and provide new funding instructions to Paychex or terminate the Services immediately. If Client opts to continue Services, new funding instructions must be provided within ten (10) business days of termination of the Carrier subsidy.
12. **Insurance Coverage.** The Services do not include the sale of insurance and Client is solely obligated to obtain all insurance coverage. Paychex has no authority to bind an insurance carrier. Client is solely responsible to choose an insurance carrier and complete in their entirety any required carrier forms. Paychex is not responsible for any failure on the part of Client's carrier to provide services or coverage.
13. **Surviving Sections.** The Sections titled Client Confidential Information, Termination, Fee Provisions and the Fee Schedule will survive the termination of the Services and/or the Agreement.

**Paychex Flock Benefits Administration Services
Payment Information**

Instructions. Complete Section 1 for every Client. Complete Section 2 if Client is paying for the Paychex Flock Benefits Administration Services ("Services"). Complete Section 3 if a Broker is paying for the Services.

Section 1. Client Information:

Legal Name _____
Billing Address _____
Legal Address _____
Invoice Email Address _____
Client Federal ID Number _____

Section 2. Client Payment Information. If Client is paying for all Services Fees set forth in the signed Fee Schedule, please complete this section.

Banking Information

Bank Name _____
Routing and Transit Number _____

Payment Method

- ☐ Pay by Check
☐ ACH - See Section 4 below.

If selecting ACH, please include a voided check with this form

Name (print) _____ Title _____
Signature _____ Date ____/____/____

Section 3. Broker Information and Payment. If Client's Broker is paying for all Services Fees set forth in the signed Fee Schedule, please complete this section and have Client and Broker execute the Paychex Flock Benefits Administration Broker Payment Agreement.

Broker Information:

Legal Name _____
Billing Address _____
Legal Address _____
Billing Email Address _____
Client Federal ID Number _____

Banking Information

Bank Name _____
Routing and Transit Number _____

Payment Method.

- ☐ Pay by Check
☐ ACH - See Section 4 below.

If selecting ACH, please include a voided check with this form

Name (print) _____ Title _____
Signature _____ Date ____/____/____

Section 4. ACH/EFT. If ACH has been selected funds will be automatically drawn from the account indicated on or about the 20th of each month ("Funding Deadline"). This authorization will remain in full force and effect until Paychex is notified in writing that it is revoked. Paychex requires at least ten (10) business days prior notice in order to cancel this authorization. Client or Broker as applicable agrees to (i) execute all documentation needed by Paychex to originate EFT transactions and to verify availability of funds in the designated bank account; (ii) agrees that the funds representing the Fees will be on deposit in the designated bank account in collectible form and in sufficient amount on or before the Funding Deadline; and (iii) authorizes Paychex to collect all Fees from the designated bank account on the Funding Deadline.

Paychex Sales Representative _____ Sales Rep ID _____

Certificate Of Completion

Envelope Id: F5AE16DC-B4FC-4ED4-8B7A-0AD5CC31F904

Status: Sent

Subject: Paychex Documents - Town of Halfmoon

Source Envelope:

Document Pages: 14

Signatures: 0

Envelope Originator:

Certificate Pages: 1

Initials: 0

Matt Tone CA License# 0183028

AutoNav: Enabled

911 Panorama Trail

EnvelopeId Stamping: Enabled

Rochester, NY 14625

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

mtone@paychex.com

IP Address: 155.226.157.254

Record Tracking

Status: Original

Holder: Matt Tone CA License# 0183028

Location: DocuSign

3/28/2025 11:41:47 AM

mtone@paychex.com

Signer Events

Signature

Timestamp

Kevin Tollisen

Sent: 3/28/2025 11:42:59 AM

ktollisen@townofhalfmoon.org

Supervisor

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Process

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Service

Flock_NewOrders@paychex.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

3/28/2025 11:42:59 AM

Payment Events

Status

Timestamps

Customer:	Halfmoon Town	Sales Order	
Customer Address:	2 Halfmoon Town Plaza Halfmoon, NY 12065	Order #:	00009494
Customer County:	Saratoga	Sales Order Date:	January 7, 2025
Customer Admin Contact:	Doug Mikol	Effective Date:	Date of customer signature below
Customer Admin Phone:	518-371-7410	New/Add-On:	Add-on Simple
Customer Admin Email:	admin@townofhalfmoon.org	Sales Rep:	Shane Ireland

Investment Summary

Software Services - License	\$2,750.00
Support Services	\$1,200.00
Year 1 Investment:	\$3,950.00

Summary Notes

One-time License Fees: 100% will be due upon execution of the contract (Effective Date).

Support Services Fees: 100% will be invoiced on the Effective Date for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually, 60 days prior to each anniversary of the Effective Date.

All invoices shall be paid within 30 days of the invoice date. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.

Software Services - License	Amount
IPS Workflow	\$2,750.00
One-Time Fees:	\$2,750.00

Support Services	Amount
IPS Workflow Maint.	\$1,200.00



Support Services**Amount****Annual Fees:****\$1,200.00****Software Services - License Notes**

Customer has the rights to use the Software as long as it maintains Support Services in good standing.

Support Services Notes

The initial Support Services Term shall be months commencing 90 days after the Effective Date.

The Support Services Terms shall renew automatically for 12-month renewal terms at then-current applicable Fees unless written notice is provided by Customer at least 90 days prior to the expiration of the initial or then-current renewal Term. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.

Sales Order Notes

Please return executed Sales Orders via
DocuSign or Email to:
Edmunds GovTech, Inc.
Email: SalesOrders@EdmundsGovTech.com
P: 888.336.6999 | F: 609.645.3111
www.EdmundsGovTech.com
Sales Order #: 00009494

BY THE SIGNATURE BELOW, THE UNDERSIGNED CERTIFIES THAT S/HE IS AUTHORIZED TO OBLIGATE CUSTOMER AND EDMUNDS GOVTECH, AS APPLICABLE, AND ACKNOWLEDGES THAT THE SERVICES DESCRIBED IN THIS SALES ORDER ARE GOVERNED BY THE EXISTING LICENSE AGREEMENT BETWEEN CUSTOMER AND EDMUNDS GOVTECH, AS AMENDED HEREBY, WHICH ARE INCORPORATED BY THIS REFERENCE. IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND, THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THIS SALES ORDER AS OF THE DATE WRITTEN ABOVE.

EDMUNDS GOVTECH, INC.

Halfmoon Town

By: _____	Date: _____	By: _____	Date: _____
Shane Ireland		Doug Mikol	
Regional Sales Director		IT Director	





Quote

Submit to

Snap-on Industrial
3011 IL RTE 176, Door 1
Crystal Lake, IL 60014
877-740-1900

Quote Number

IMP-011449254

Quote Date

3/28/2025

Quote Expiration Date

5/27/2025

Customer Name

HALEMOON, TOWN OF

Customer BP

201449254

Contact Information:

Name

Bill Bryans

E-mail

bbryans@townofhalfmoon.org

Phone Number

(518) 664-3127

Sales Rep

MILLER, ALEXA

Mobile #

518-407-5599

E-mail Address

Alexa.Miller@snapon.com

Ship Via

1 - UPS GROUND

Payment Terms

P30 - NET 30 DAYS

Ship to

201449254

HALEMOON, TOWN OF

322 ROUTE 146

HALEMOON NY 12065

Bill to

201449252

DO NOT MAIL HALEMOON, TOWN OF

2 HALEMOON TOWN PLZ

lsullivan@townofhalfmoon-ny.go

HALEMOON NY 12065

Line Number	Part Number	Description	Commodity	COO	Quantity	List Price	Unit Net Price	Line Total
1	FMTKHUGEBAYBM	MTOOLKIT ASSMB W/BLK KTL1023AP	9403200090	USA	1	\$31,677.81	\$31,677.81	\$31,677.81
						1,300.00 lbs		
						Sub Total	\$31,677.81	
						Shipping	\$0.00	
						Tax	\$0.00	
						Grand Total	\$31,677.81	

Quote Notes: QUOTED ON SOURCEWELL CONTRACT #121223-SNP

Tax and freight shown are estimates.

Applicable tax and freight will be charged to the Customer's account.

The sale of product is subject to Snap-on Industrial's standard terms and conditions of sale. Placement of an order is Customer's assent to these terms and conditions and Snap-on hereby objects to any additional and/or different terms, which may be contained in any Customer forms or other documents. No such additional terms will be of any force or effect.



**Canal
Corporation**

SEND YOUR INVOICE TO:

NEW YORK STATE CANAL CORPORATION
PO BOX 1635
WHITE PLAINS, NY 10602-1635
Attn: ACCOUNTS PAYABLE DEPARTMENT

Page 1 of 4

For submitting electronically: APCanal@nypa.gov

TOWN OF HALFMOON
2A HALFMOON TOWN PLZ
HALFMOON NY 12065

Your Vendor No. with us: 30273

PURCHASE ORDER

PO number : 4400009211 Date : 03/10/2025
Contact Person : JASON HERBERT
Telephone : 518-764-1919 Fax : 518-449-6111
E-Mail Address : jason.herbert@canals.ny.gov

Delivery Point:

CANAL HQ
30 SOUTH PEARL STREET, 5TH FLOOR
ALBANY NY 12207

Delivery date	03/19/2025
---------------	------------

Deliv. terms: DDP DEST. FRGHT INCL IN PRICE

Payt. terms: PAYABLE IMMEDIATELY

Currency: USD

THIS PURCHASE ORDER ("PO") DATED MARCH 10, 2025 ("EFFECTIVE DATE") BETWEEN THE NEW YORK STATE CANAL CORPORATION (HEREAFTER, THE "CANAL" AND/OR "NYSCC") A SUBSIDIARY OF THE NEW YORK POWER AUTHORITY, AND TOWN OF HALFMOON ("HALFMOON" OR "SUPPLIER" OR "CONTRACTOR") IN RESPONSE TO CANAL'S REQUEST FOR CRESCENT PARK PARKING LOT IMPROVEMENTS, HAS BEEN FOUND ACCEPTABLE BY THE CORPORATION TO PERFORM ALL OPERATIONS REQUIRED IN ACCORDANCE WITH THE SCOPE OF WORK DOCUMENTS FOR THE NOT TO EXCEED AMOUNT OF \$85,000.

1. PROJECT

SUPPLIER IS TO COMMENCE AND OVERSEE ALL OPERATIONS FOR CRESCENT PARK PARKING LOT IMPROVEMENTS (HEREINAFTER REFERRED TO AS THE "PROJECT").

2. PROJECT TERM

THE TERM OF THIS PO SHALL BE VALID AND SHALL REMAIN IN FULL FORCE FROM THE EFFECTIVE DATE UNTIL THE PROJECTED COMPLETION DATE MARCH 10, 2026 OR FOR A TERM OF UP TO 1 YEAR.

3. AGREEMENT PRICE AND PAYMENT TERMS



Canal
Corporation

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Page 2 of 4

For submitting electronically: APCanal@nypa.gov

TOWN OF HALFMOON
2A HALFMOON TOWN PLZ
HALFMOON NY 12065

PO number/date
4400009211 / 03/10/2025

ALL OPERATIONS REQUIRED IN ACCORDANCE WITH THE PROJECT AND CONTRACT DOCUMENTS HAVE BEEN FOUND ACCEPTABLE FOR THE NOT TO EXCEED AMOUNT OF \$85,000.

4. COMMUNICATION

CANALS CONTACT: ANDREW MARZO, GRANT PROGRAM MANAGER, ANDREW.MARZO@NYPA.GOV

SUPPLIER CONTACT: KEVIN TOLLISEN, TOWN SUPERVISOR, KTOLLISEN@TOWNOFHALFMOON.ORG

EACH OF THE FOREGOING ENTITIES IS SOMETIMES INDIVIDUALLY REFERRED TO HEREIN AS A "PARTY" AND BOTH ENTITIES ARE SOMETIMES COLLECTIVELY REFERRED TO AS THE "PARTIES".

5. CONTRACT DOCUMENTS - THE CONTRACT DOCUMENTS SHALL MEAN THE FOLLOWING DOCUMENTS LISTED AND ALL OF WHICH TOGETHER SHALL CONSTITUTE THE ENTIRE CONTRACT AND SHALL BE REGARDED AS INTEGRAL PARTS THEREOF:

- THIS PURCHASE ORDER
- CANAL DEVELOPMENT GRANT AGREEMENT
- NYS CONSOLIDATED FUNDING APPLICATION #140221

THIS DOCUMENT CONTAINS THE ENTIRE AGREEMENT AND UNDERSTANDING AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS AGREEMENTS, UNDERSTANDINGS, INDUCEMENTS AND CONDITIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF ANY NATURE WHATSOEVER WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT MAY NOT BE MODIFIED OR AMENDED OTHER THAN BY AN AGREEMENT IN WRITING.

PLEASE INDICATE YOUR ACCEPTANCE OF THIS PURCHASE ORDER WITH YOUR E-SIGNATURE IN THE SPACE BELOW AND RETURN WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT AS YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF ALL OF THE ATTACHED AND FOREGOING:

NYS CANAL CORPORATION
30 SOUTH PEARL ST.
ALBANY, NY 12207

ATTN: JASON HERBERT, CONTRACT MANAGEMENT SPECIALIST 1

FAILURE TO COUNTERSIGN THROUGH ECHOSIGN WITHIN FIVE (5) BUSINESS DAYS MAY DELAY PAYMENT OF YOUR INVOICES.



Canal Corporation

SEND YOUR INVOICE TO:

NEW YORK STATE CANAL CORPORATION
PO BOX 1635
WHITE PLAINS, NY 10602-1635
Attn: ACCOUNTS PAYABLE DEPARTMENT

Page 3 of 4

For submitting electronically: APCanal@nypa.gov

TOWN OF HALFMOON
2A HALFMOON TOWN PLZ
HALFMOON NY 12065

PO number/date
4400009211 / 03/10/2025

Item	Order Qty.	Unit	Unit Price	Extended Price
00001	85,000	EACH	1	85,000.00
Total Purchase Order Value				USD 85,000.00

PO # MUST APPEAR ON ALL DOCUMENTS, PACKING SLIPS, INVOICES AND CORRESPONDENCE

INVOICING INSTRUCTIONS:

A. Invoices for compensation shall be submitted in accordance with the payment terms stated in the Purchase Order or Purchase Order Release.

B. Invoices shall be payable in accordance with the provisions of the Prompt Payment Policy. Invoices shall be subject to post-audit and adjustment, if necessary. Such adjustment shall be applied against the invoices next received after the amount of the adjustment has been determined. Where time charges are a basis for compensation, no payment will be made by the Authority for time charges which cannot be supported by applicable time card information and/or other records relating to the actual time Contractor's personnel were engaged in providing the Services (Work). Invoices for reimbursable costs, if any are required to be paid hereunder, shall be supported by relevant documentation.

C. Electronic submission of invoices are preferred. However, paper invoices are accepted as a secondary method.

D. **In order to be paid electronically** with Automated Clearing House (ACH), Single Use Account (SUA) or wire transfer, send your request directly to the attention of SRM@nypa.gov while cc'ing the current NYPA or Canal Corp employee from whom you received the document.

Note:

A proper invoice shall adhere to the following requirements:
. The Purchase Order (PO) number. PO numbers usually start with "4500" or "4400" and are followed by six additional digits (i.e., 4500123456



**Canal
Corporation**

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NEW YORK STATE CANAL CORPORATION
PO BOX 1635
WHITE PLAINS, NY 10602-1635
Attn: ACCOUNTS PAYABLE DEPARTMENT

Page 4 of 4

For submitting electronically: APCanal@nypa.gov

TOWN OF HALFMOON
2A HALFMOON TOWN PLZ
HALFMOON NY 12065

PO number/date
4400009211 /03/10/2025

or 4400123456)

- . Each invoice line item that corresponds to the specific PO line item number in the Contract Document
- . Written in English, clear, legible and in U.S. Currency
- . Invoice must be billed to New York Power Authority or NYS Canal Corporation
- . Subject Line must include Vendor name, Purchase Order Number
- . Purchase Order must be valid or invoice will be rejected; do not indicate outdated PO #
- . All submissions must be in PDF format only
- . Each invoice including all related back-up must be submitted as a Single PDF document
- . Multiple invoices may be sent as individual PDF attachments to one email
- . PDF Invoice: only black / white; do not submit any in color
- . Freight over \$500 must include a copy of the freight bill along with the invoice
- . Do not send statements or inquiries to the automated inbox; only PDF invoices

Signature:

Email: ktollisen@townofhalfmoon.org

NYS CANAL CORP Authorized Signature and Date

Vendor Acknowledgement Signature and Date

Acceptance of this order shall constitute
acceptance of terms and conditions which
follow and any attachments hereto.

**THE FOLLOWING INSTRUCTIONS AND CONDITIONS SHALL APPLY TO THIS PURCHASE ORDER EXCEPT
AS OTHERWISE MODIFIED ON THE FACE OF SUCH ORDER**

INSTRUCTIONS

1. **ACKNOWLEDGEMENT** copy properly filed in and with written signature must be returned at once to the address specified on the face hereof for correspondence. If the purchase order is not accepted exactly as written, return at once with explanation. **FUTURE COMMUNICATIONS** relative to this purchase order, including advanced notice of shipment and routing, invoices and copy of shipping documents, should also be addressed as specified on the face hereof for correspondence. All communications, invoices, shipping papers and all packages must bear the purchase order number shown on the face of this order.

2. **SHIPMENT DOCUMENTS** for each consignment showing the order number, car number, routing, and other data must be forwarded as soon as possible together with the Bill of Lading or express receipt and packing list to consignee. Demurrage charges resulting from failure to comply with this request will be deducted from Vendor's invoice. Merchandise must not be shipped C.O.D.

3. **PARTIAL SHIPMENTS** must be identified as such on the shipping memoranda and on invoices, Mark "Partial" for the preliminary consignment and "Final" for the completing shipment.

CONDITIONS

1. **TERMS AND CONDITIONS.** All terms and conditions of this order are set forth on this and any attached sheet or sheets, and include all the provisions on each side thereof; no terms, conditions or provisions other than those so set forth or specifically incorporated in this order by reference on this or an attached sheet shall be binding upon the Authority unless subsequently accepted by it in writing. The words "Vendor" and "Contractor" as used in this Purchase Order shall refer to the party or parties entering into this Purchase Order with the Authority.

2. **WORKERS COMPENSATION LAW.** The Vendor specifically agrees, as required by the New York State Finance Law, Section 142, that: (a) He will secure workers compensation and keep insured during the life of this order for the benefit of such employees as are required to be insured by the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers Compensation Law, and (b) This order shall be void and of no effect unless the Contractor complies with this provision.

3. **NEW YORK STATE LABOR LAW.** Vendor specifically agrees that in performing the work under this Purchase Order he will comply with all applicable provisions of the New York State Labor Law, including but not limited to those as to hours of and rate of pay for employment.

4. **WARRANTY.** Acceptance by the Vendor of this order shall constitute an express warranty by Vendor that all articles covered hereby are fit for the purpose intended, of first class quality, and in every respect according to description or sample. Any defects in materials or workmanship or other failure to meet requirements of the specifications which are disclosed prior to final payment, or prior to acceptance by the Authority, whichever occurs at the later date, shall, if so directed by the Engineer, be corrected entirely at the expense of the Vendor. Any latent defects not disclosed before date of final payment or date of acceptance, whichever is the later date, but disclosed within one year after the articles, materials or supplies shall have been placed in use, shall be corrected promptly by and at the expense of the Vendor, or at the Authority's option by the Authority at the expense of the Vendor, except that the cost of installing replacement parts will be borne by the Authority, provided that the total period during which the Vendor is liable for replacement due to latent defects shall not exceed 24 months after date of complete delivery of the materials or equipment. Acceptance or use of articles by the Authority shall not constitute a waiver of any claim under this warranty.

5. **ASSIGNMENT.** The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this order or of his right, title or interest therein, or his power to execute this order to any other person, company or corporation without the previous written consent of the Authority.

6. **INSOLVENCY.** If Vendor shall become insolvent or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed for any of Vendor's property or business, this order may forthwith be cancelled by the Authority without liability.

7. **INSPECTION AND EXPEDITING.** For purposes of inspection and expediting of the materials, equipment and apparatus covered by this order, or work thereon, the Vendor shall give the Authority's representative free access to his works and provide for such access to the works of his subvendors, but any approval by such representative shall not relieve the Vendor from his obligation to comply with the requirements of this order in every respect.

8. **CANCELLATION.** At any time the Authority may cancel this order, in which event the Authority shall pay the Vendor the proportionate part of the agreed upon price representing the material and/or equipment previously delivered together with the amount of actual cost incurred in connection with the undelivered portion of the order. However the Authority shall not be liable for any claims for anticipated profits on the uncompleted portion of the materials and/or equipment or consequential damages.

9. **RESPONSIBILITY FOR ARTICLES.** Except as otherwise provided in this order, (i) the Vendor shall be responsible for the articles covered by this order until they are delivered at the designated delivery point, regardless of the point of inspection; and (ii) the Vendor shall bear all risks as to rejected articles after the notice of rejection.

10. **EQUAL EMPLOYMENT OPPORTUNITIES AND MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION GOAL REQUIREMENT.** During the performance of this contract, the Contractor agrees as follows:

Refer to the attachments entitled "Appendix C - Minority and Women Business (M/WBE) Participation Goal Requirements" and/or "Appendix C - Equal Employment Opportunities".

11. SAFETY REQUIREMENTS AND PERFORMANCE DATA

a) All Contractors supplying their personnel, or sub-contracted personnel, to Authority facilities, are responsible for reporting any injuries or illnesses arising at these facilities to the Authority.

b) Each employer who is subject to the recordkeeping requirements of the Occupational Safety and Health Act (OSHA) 1970 must maintain a log of all recordable occupational injuries and illnesses. OSHA form "OSHA No. 300" may be used to log and summarize occupational injuries and illnesses.

c) On a monthly basis, each contractor shall submit a copy of their OSHA Form 300 (or if accepted by the Authority, a substitute report) to their Authority's Point of Contact.

d) To prevent personal injury or damage to property, all test, rental or other equipment of any kind, furnished by the Contractor or Vendor must be in good working order and condition, properly tested, grounded, fit or otherwise suitable for its intended purpose or use, and free of defect.

e) In addition to the above, all Contractors supplying their personnel, or sub-contracted personnel, to Authority facilities, are responsible for reporting on a monthly basis the number(s) of personnel working at the facility, and person-hours worked by each.

f) In addition all Contractors supplying their personnel or sub-contracted personnel shall ensure that those personnel have the training and certifications that are required by industry standard, state and federal law and provide documentation of training and certifications when requested.

12. SAFETY DATA SHEETS

Vendor shall provide current Material Safety Data Sheets, "MSDS", for items on or before delivery is received at the Authority.

Vendor shall provide shelf life data including Cure Date and Expiration Date. Material shall possess at least 80% of its shelf life when received at the Authority.

In accordance with Appendix B - Prompt Payment Policy, Vendors' failure to comply with the above requirements may result in the delay of payment until the receipt of all proper documentation.

13. **NEW YORK STATE SALES AND COMPENSATING USE TAX ACT.** Under the provisions of the New York State Sales and Compensating Use Tax Act, the Authority is exempt from the payment of such taxes on sales to the Authority of tangible property or services. The Authority is not required to furnish exemption certificates, and the Authority's contract may be accepted in lieu of an exemption certificate with the Contractor's copy as proof that the sales are exempt.

14. **MEN AND MEANS.** Contractor will not employ or allow to be employed in connection with, or related or incidental to, any of contractor's activities or operations under this Contract, or in the vicinity of the premises in which such activities or operations occur, personnel, methods or means which, in the opinion of the Authority, may cause or tend to cause work stoppages, strikes, picketing or other cause for the delay of or interference with any work by or on behalf of the Authority in connection with the Authority's reference project.

DRAFT

Canal Development Fund Grant Agreement

This grant agreement ("Agreement"), dated the 19th day of March, 2025, between the New York State Canal Corporation (the "Corporation"), a subsidiary of the Power Authority of the State of New York, having an office and place of business at 30 South Pearl Street, Albany, New York 12207, and the Town of Halfmoon (hereinafter the "Local Sponsor"), having a place of business at 2 Halfmoon Town Plaza Halfmoon, NY 12065. Corporation and the Local Sponsor are referred to in this Agreement as "Party" or collectively as "Parties".

WHEREAS, Local Sponsor submitted a proposal under the Canalway Grant program (hereinafter "Program") and the Corporation plans to award Local Sponsor funding in the amount of \$85,000 and Local Sponsor has agreed to the terms and conditions of the Program.

WHEREAS, Local Sponsor desires to accept the Funds, as defined herein, subject to the terms and conditions of this Agreement and the attachments hereto consistent with the terms of its proposal to the Program.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

1. The Project

The project is described in the Scope of Work attached hereto as Exhibit "A," the terms and conditions of which are hereby incorporated into this Agreement (hereinafter the "Project").

Local Sponsor shall:

- (a) Complete the Project in accordance with the requirements set forth in the Scope of Work and pursuant to the terms and conditions of this Agreement; and
- (b) Comply with all reasonable directives from the Corporation; and
- (c) Submit reports and comply with the reporting obligations set forth in this Agreement.

2. Project Funds

Subject to Local Sponsor's compliance with the terms and conditions of this Agreement, as well as all attachments hereto, the Corporation agrees to make available to the Local Sponsor funding in the not to exceed amount of \$85,000 ("Funds" or "Funding").

The Funding shall be used solely for the payment of costs incurred by the Local Sponsor in connection with the Scope of Work (hereinafter "Eligible Costs"). The Eligible Costs will be subject to audit by the Corporation or the Corporation's representatives or designees. The Local Sponsor acknowledges and agrees that it will remain responsible for any and all costs associated with implementation of the Project that are not covered by the Funding.

Prior to the disbursement of the Funds, Local Sponsor must demonstrate a minimum of 50% matching funds. Eligible matching funds include federal, local, private, and other agency state funding (Corporation funds may not be used towards matching funds). Eligible match also includes the value of in-kind services and donations, cash, force account (payroll of applicant), professional services, equipment usage, and/or real property.

3. Term of Agreement

The term of this Agreement ("Term") shall commence upon date set forth above and will terminate on December 31, 2026 ("Termination Date"). No disbursements of Funds will be made by the Corporation to the Local Sponsor for expenses incurred after the Termination Date. Any Funds that were not disbursed by the Corporation prior to the Termination Date or any extension thereof shall revert to the Corporation. A maximum of two contract extensions will be considered by the Corporation over the life of the project.

4. Disbursement of Funds

- (a) Reimbursement shall be made to the Local Sponsor upon approval by the Corporation of vouchers executed by an authorized officer of the Local Sponsor accompanied by such receipts and documents verifying expenditures as may be required by the Corporation. Reimbursement requests shall include a certification by the Local Sponsor that the requested Funds do not duplicate reimbursements for costs and services received from other sources. Donated labor and materials must be documented and the value of these items must be specifically identified and approved as being reasonable by the Corporation.
- (b) No more than three reimbursement requests will be accepted. The final voucher must be submitted within six months of the termination date of this Agreement as set forth in paragraph 1. In any instance where the original term of this Agreement is extended, the final voucher shall be submitted within six months of the termination date as set forth in the last term extension approved by the Corporation. The final voucher will be processed for payment only after approval of the completed Project by the Corporation.

- (c) In no event will the Corporation process any reimbursement request which would cause the aggregate reimbursement for the Project to exceed the Grant amount set forth in paragraph 2 of this Agreement.

Each Funds Disbursement Requisition Form shall include an itemization of Eligible Costs, and shall be submitted to the following address:

New York State Canal Corporation
Attn.: Accounts Payable
Email: APlnvoices@NYPA.gov

All payments are subject to correction and adjustment upon audit or any disallowance. Local Sponsor agrees to reimburse the Corporation for Funds disbursed to the Local Sponsor but subsequently disallowed under the terms of this Agreement.

Payment will be made within 30 days of the presentment to the Corporation of a Funds Disbursement Requisition Form and any additional documentation that the Corporation may reasonably require. All payments by the Corporation are subject to the rules and regulations established by the Corporation.

The Corporation shall pay to the Local Sponsor all monies due as follows:

Eighty percent (80%) of the Funds upon receipt by the Corporation of the Funds Disbursement Requisition Forms.

Twenty percent (20%) of the Funds upon receipt by the Corporation of the Final Report and other documents as set forth in Section 6 and the Corporation determines, in its sole discretion, that the Project has been completed.

The Funds, and/or any portion thereof, may be subject to recapture as provided below under the provision entitled Default, Termination and Recapture.

5. Conditions Precedent to Disbursement of Funds and Contract Approval

No Funds shall be disbursed to the Local Sponsor unless it is in compliance with the provisions of this Agreement. In the event that the Corporation determines, in its sole discretion, that this Agreement is subject to approval by the New York State Comptroller, the New York Power Authority or another third-party (collectively "third-party"), then the Corporation is under no obligation to disburse Funds hereunder nor shall this Agreement be enforceable against the Corporation until such third-party approval is provided.

6. Reporting Obligations

Local Sponsor will submit a final report (the "Final Report") to the Corporation demonstrating that Local Sponsor has completed the Project. In addition to the foregoing, the Final Report must contain a certification from Local Sponsor's designated representative stating that the Project has been completed in accordance with the Scope of Work. If requested by the Corporation, the Final Report shall be submitted initially in final draft form on or before the submission of Local Sponsor's final Funds Disbursement Requisition Form and is subject to review and comment by the Corporation. The final disbursement of Funds will not be made unless or until the Final Report is approved by the Corporation.

7. Corporation Review of the Project

In consideration for the Funds, the Corporation may review, inspect and observe the Project and local Sponsor agrees to make its employees, records and facilities associated with the Project available for interview and observation by authorized representatives of Corporation. The Corporation, in its sole discretion, may observe the Project in such manner and at such times as it deems necessary and appropriate.

8. Project Data

Upon request, Local Sponsor shall provide the Corporation with Project-related data, including, but not limited to, Project costs, labor hours to complete the Project, relevant design drawings and specifications, energy savings, reductions in green-house gas emissions, and related data.

9. Representations, Warranties and Covenants

Local Sponsor represents, warrants and covenants that:

- (a) It has been vested with the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) This Agreement was duly authorized, executed and delivered by Local Sponsor and is binding and enforceable against Local Sponsor in accordance with its terms.
- (c) Local Sponsor is in compliance, and shall continue to comply, in all material respects with all applicable laws, rules, regulations and orders, including those that are necessary for the Project to proceed through to completion.
- (d) Local Sponsor will neither hold itself out as, nor claim to be an officer, employee, agent or representative of the Corporation by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer,

employee, agent or representative of the Corporation, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

- (e) Neither Local Sponsor nor any of its elected officials or governing body or its employees have given anything of value to influence any official act or the judgment of any person in connection with the award of the Funds or the performance of any of the terms of this Agreement.
- (f) There are no actions, suits or proceedings or, to the knowledge of Local Sponsor, threatened against, or affecting Local Sponsor before any court, governmental entity or alternative dispute resolution tribunal, which may, in any one case or in the aggregate, materially adversely affect (i) the financial condition, operations, properties or business of Local Sponsor or (ii) Local Sponsor's ability to perform its obligations under this Agreement, in each case except as may have been disclosed in writing to the Corporation or its designee.
- (g) The Funds shall not be used in any manner for any of the following purposes:
 - a. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - b. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
 - c. purchase or acquisition of land; or
 - d. payments to any firm, company, association, corporation or organization in which an elected official or employee of Local Sponsor or any officer, or a member of the immediate family of any elected official or employee of Local Sponsor has any ownership, control or financial interest. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above.
- (h) The Funds shall be used solely for Project expenses in accordance with the terms and conditions of this Agreement, and will not duplicate reimbursement of costs and services received from other sources. No materials, if any, purchased with the Funds will be used for any purpose other than advancing the Project, as set forth in the approved Scope of Work.

10. Default, Termination and Recapture

Events of Default

Each of the following shall constitute an "Event of Default" by Local Sponsor under this Agreement:

- (a) Failure to perform or observe any obligation or covenant of Local Sponsor contained herein to the reasonable satisfaction of the Corporation and within the time frames established under this Agreement.
- (b) Failure to comply with any reasonable request made by the Corporation, or its designees, for information (i) to determine compliance by Local Sponsor with the terms of this Agreement, including but not limited to compliance with reporting obligations, or (ii) as otherwise reasonably requested by the Corporation, in connection with the Funds.
- (c) The making by Local Sponsor of any false statement or the omission by Local Sponsor to state any material fact in or in connection with this Agreement.
- (d) Failure of Local Sponsor, for any time period, to comply with the reporting obligations set forth in Section 6 of this Agreement.
- (e) A default, beyond any applicable grace period, by Local Sponsor, under any other agreement with the Corporation.
- (f) Any manifestation on the part of Local Sponsor, of an intention either: (i) to terminate and/or (ii) to restructure, under the terms of any bankruptcy or insolvency statute or law, its operations at the Project. This includes, without limitation, the announced or actual cessation of work activities at the Project, the initiation of proceedings under any dissolution statute, or the execution of an assignment for the benefit of creditors, or the solicitation of any composition or arrangement with creditors, or the issuance of "closing" or "termination" notices to employees under any state or federal statute, or the filing of any voluntary petition under any chapter of the United States Bankruptcy Code, or the failure by Local Sponsor to obtain the dismissal, within 60 days of filing, of any involuntary proceeding brought under any chapter of the United States Bankruptcy Code.
- (g) The liquidation or dissolution of Local Sponsor.
- (h) Any abandonment or discontinuation of the Project.
- (i) Any material adverse change to the business, financial condition, prospects, assets or results of operation of Local Sponsor.

Termination and Recapture

Upon written notice to Local Sponsor of the occurrence of an Event of Default (which notice will specify the nature of the default), the Corporation has the right to terminate this Agreement, cease all future disbursements of the Funds, and recapture all prior funds disbursed under this Agreement, provided however, that if the default is pursuant to Sections 10(a), 10(b), 10(d) or 10(e), no default shall be deemed to have occurred if Local Sponsor cures such default within 10 days of written notice of default from the Corporation, or if the default pursuant to Sections 10(a), 10(b), 10(d) or 10(e) cannot reasonably be cured within such 10 day period, Local Sponsor commences to cure such default within the 10 day cure period and cures the default within 30 days after the initial written notice of default, provided further that the Corporation shall not be obligated to make any disbursements during any such cure period. Defaults occurring under the terms and provisions of Sections 10(c) and 10(f) are not subject to the cure provisions provided herein.

Upon termination of this Agreement for default, the Corporation may (i) withhold any Funds not yet disbursed and (ii) require repayment of any Funds disbursed to Local Sponsor in accordance with this Agreement. If such funds are not repaid within five business days, the amount required to be repaid shall bear interest at a rate of prime plus three percent (3%), but in no event shall the interest payable to the Corporation exceed the amount permitted by New York law. Notwithstanding the foregoing, if the Corporation determines that any Funds were previously released based upon fraudulent representations or upon other willful misconduct by Local Sponsor, the Corporation may require repayment of all Funds and may refer the matter to the appropriate authorities for prosecution. The Corporation shall be entitled to exercise any other rights and seek any other remedies provided by law.

11. Books and Records; Project Audit

Books and Records

Local Sponsor shall maintain accurate records and accounts of all financial transactions entered into by Local Sponsor which shall show in detail all expenditures, including, but not limited to, payments for Eligible Costs made by Local Sponsor. Such records and accounts shall include, without limitation, property, personnel, and financial records, cash receipts of disbursements, journals, and general subsidiary ledgers. All records and accounts shall be maintained in accordance with generally accepted accounting standards.

Project Audit

Local Sponsor shall permit the Corporation, its authorized representatives or its designees, the Comptroller of the State of New York and other authorized representatives of the State of New York to examine all records and accounts relating to the Project, the financial transactions of Local Sponsor in relation to the Project, and the expenditure of the Funds for the Project and all other funds secured and services rendered for the benefit of Local Sponsor. Such inspection and audit shall be at the Local Sponsor's place of business during normal business hours. Local Sponsor shall

maintain all records relating to the Project and this Agreement for not less than six years after the date of Project completion.

Local Sponsor shall notify the Corporation, within five days of receiving information relating to the commencement of any audit by any governmental agency of any of Local Sponsor's activities concerning the Project. Local Sponsor shall provide the Corporation with a copy of any such audit reports received from any governmental agency which affected Local Sponsor's activities or finances during the Term.

12. Publicity

(a) Public Announcements. No marketing, publicity, promotion or advertising regarding this Agreement, or any project undertaken pursuant to this Agreement, will be issued by either Party without the other Party's prior written approval, which approval will not be unreasonably withheld. Any responses to news media inquiries developed by either Party, related to the Agreement, must be coordinated with the other Party for review and approval. Letters, speeches, news and/or press releases, articles for publication, etc. related to this Agreement, or any project undertaken pursuant to this Agreement, will be coordinated among the Parties for review and approval prior to release. Local Sponsor and the Corporation agree to abide by these terms regarding public announcements for a period of two years following the later of the termination of this Agreement or the conclusion of the Project. Notwithstanding the foregoing, the Corporation may disclose to any third-party, without notice to or consent of Local Sponsor, the identity of the Project (including a brief statement describing the Project), any applicable Corporation program, State program or other initiative under which the Project is implemented, and the identity of Local Sponsor or any other party supporting the Project.

(b) Signage. The Parties agree that the Corporation may, at no cost to Local Sponsor, install and maintain appropriate publicity signage at or in the vicinity of a Project. Local Sponsor will cooperate with the Corporation, and/or any third-party vendor(s) designated by the Corporation, by timely responding to any questions regarding the design, manufacture, installation, maintenance, and removal of the signage and timely notify the Corporation and/or any third-party vendor(s) designated by the Corporation of any damage that may occur to the signage. The signage may include the identity of the Project, including a brief statement highlighting the Project, any applicable Corporation program, State program or other initiative under which the Project is implemented and the identity of the parties supporting the Project, including those parties' respective logos. The Corporation has final approval of signage text and graphics. The signage is intended to be placed in an area with significant public visibility within proximity to the Project. The Corporation will be responsible for removing the signage at its expense within a reasonable period of time past the conclusion of a Project, or such earlier time as the Corporation deems it appropriate, unless otherwise directed by Local Sponsor in writing in which case removal will occur at Local Sponsor's expense.

13. Notices

All notices, demands, requests or other communications permitted or required hereunder shall be shall be transmitted either:

- (i) by email
- (ii) by certified or registered United States mail, return receipt requested;
- (ii) by personal delivery;
- (iii) by expedited delivery service; or
- (iv) first class mail.

Such notices shall be addressed as follows or to such different addresses as the Parties may from time to time designate:

New York State Canal Corporation:

Contact Name:

Title:

Address:

Email:

Andrew Marzo
Program Manager
30 South Pearl
Albany, New York 12207
Andrew.Marzo@NYPA.Gov

Local Sponsor:

Contact Name:

Title:

Address:

Email:

Kevin Tollisen
Town Supervisor
2 Halfmoon Town Plaza Halfmoon, NY 12065
ktollisen@townofhalfmoon.org

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, first class, certified or registered United States mail, as of the date of mailing to the address provided herein.

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 15 days written notice to the other Party sent in accordance herewith. Additional or alternate 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.

14. Executory Clause

This Agreement shall be deemed executory only to the extent of money available to the Corporation for the performance hereto which has not been revoked, rescinded or suspended pursuant to the terms of this Agreement, and no liability on account thereof shall be incurred by the Corporation beyond money made available for the purpose thereof.

15. Liability and Indemnification

Neither the Corporation, the Power Authority of the State of New York, or the State of New York shall in no event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project. To the maximum extent permitted by law, Local Sponsor agrees to defend, indemnify and hold the Corporation, Power Authority of the State of New York, and the State of New York and their respective agents, employees, officers and Trustees (collectively, the "Indemnitees") harmless from and against any and all such claims, liability, costs, damages or expenses (including counsel fees) other than that caused by the gross negligence or willful misconduct of the Indemnitees. This Section shall survive termination of this Agreement.

16. Compliance with Laws and Regulations

Local Sponsor will perform the Project and its obligations under the Scope of Work in accordance with all applicable federal, state and local laws, rules and requirements, including applicable environmental laws. State agencies may include but are not limited to the NYS Department of Environmental Conservation (DEC); and NYS Parks, Recreation, and Historic Preservation Office.

17. No Assignment

Local Sponsor may not assign or transfer this Agreement or any of its rights hereunder without the Corporation's prior written consent. Any such purported assignment without the Corporation's prior written consent shall be void.

18. No Waiver

No waiver of any of the Corporation's rights arising under this Agreement, or any other source, can occur unless such waiver is in writing and signed by the Corporation and manifests a clear and unequivocal intent by the Corporation to waive its contractual or other legal rights. The Corporation may not be estopped from asserting any of its legal rights, including but not limited to its rights under this Agreement, unless the Corporation has signed a written document that clearly and unequivocally states that Local Sponsor may detrimentally rely upon the terms of such written document. Absent such written document, there shall be no estoppel against the Corporation and Local Sponsor's alleged detrimental reliance shall be deemed to be unreasonable.

19. Modification

This Agreement may be modified only by a written instrument executed by the Parties hereto. Any attempted modification without the mutual written consent of the Parties is unenforceable and void.

20. Invalid Provisions

In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

21. Order of Precedence

In the event of an ambiguity or conflict among or between any provision of the Scope of Work, any provision of this Agreement or the Competition Terms, then the more strict or stringent provision as it relates to Local Sponsor's obligations hereunder shall govern.

22. Participation by Minority Group Members and Women

It is New York State's goal to promote and encourage the use of New York State Certified Minority and Women-owned Business Enterprises (M/WBE). Local Sponsor is encouraged to make every good faith effort to promote and assist the participation of M/WBE as vendors, subcontractors and suppliers on this Agreement for the provision of services and materials where possible.

23. Survival of Provisions

The Parties agree that: (a) the provisions of Sections 10, 11, 12, 13, 15, 25, 26 and 27 shall survive the expiration or early termination of this Agreement and (b) such expiration or early termination shall not serve to limit, alter or modify any of Local Sponsor's obligations or responsibilities under the aforesaid Sections, and the Corporation's rights under such Sections. It is further agreed that notwithstanding the expiration or early termination of this Agreement, the Corporation shall nevertheless retain the right to pursue, through and until the expiration of any applicable period of limitations established under the statutory or common law of the State of New York, any claim or claims arising from any Section of this Agreement including but not limited to the above referenced Sections, the expiration or early termination of this Agreement shall not constitute a defense to any such timely filed claim or cause of action that is asserted by or on the behalf of the Corporation.

24. Permits and Insurance

Local Sponsor will obtain permits, including permits from the Corporation, for the use of any lands, waters or facilities, as necessary and appropriate to carry out its obligations under the Scope of Work, pursuant to all applicable laws, rules, regulations, as well as all applicable policies and procedures of the permitting agency. Local Sponsor and/or its contractors, vendors, suppliers (collectively "vendors") will procure insurance policies as required by the permitting entities, including the Corporation, and will list the Corporation, the Power Authority of the State of New York and the State of New York as additional insureds on all insurance policies procured by Local

Sponsor or its vendors.

A. General Requirements

The Local Sponsor will keep in force at its own cost, until project completion, the insurance coverages listed herein.

All coverages, except Workers' Compensation, should be evidenced on an Aco'd form accompanied by the following two (2) endorsements: Additional Insured with the identifying policy number, specifically naming the New York State Canal Corporation, New York Power Authority, the State of New York and any and all additional insureds named in the contract documents as additional insureds to the policy and Waiver of Subrogation endorsement. The insurance afforded to the additional insureds shall be at least as broad as that afforded the first named insured.

The form and sufficiency of each insurance policy required to be obtained herein will be subject to the Corporation's approval and with insurance companies acceptable to the Corporation. The Local Sponsor shall notify the Corporation no later than 10 days prior to the effective date of a change to or cancellation of insurance policies required herein. The Local Sponsor will deliver or cause to be delivered to the Corporation, upon request, a copy of each such insurance policy.

Any and all deductibles or self-insured retentions, in or relating to the below described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Local Sponsor.

B. Worker Compensation

For work to be performed in New York State, the Local Sponsor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

If the contract involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act and/or Jones' Acts policy as applicable must be provided. Any waiver of this requirement must be approved by the Corporation and will only be granted in unique or unusual circumstances.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

(1) C-105.2 (Sept. 2007, or most current version) – Certificate of Workers' Compensation Insurance

(2) U-26.3 – Certificate of Workers' Compensation Insurance from the State Insurance Fund

(3) GSI-105/SI-12 – Certificate of Workers' Compensation Self Insurance.

(4) CE-200 – Attestation of Exemption – When LOCAL SPONSOR meets the requirements.

25. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without the aid of any presumption or other rule of law regarding construction against the Party drafting this Agreement or any part of it. The Parties agree that any action or proceeding commenced in connection with this Agreement will be brought in a court of competent jurisdiction located in Albany County, New York.

26. Litigation Costs

In any action or proceeding that involves the enforcement of the terms and conditions of this Agreement, Local Sponsor will pay all of the Corporation's costs including, without limitation, attorneys' fees.

27. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein and supersedes any and all prior agreements, understanding and negotiations or discussions, either oral or in writing, whether express or implied, by and between the Parties hereto.

28. Counterparts and Electronic Signature

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature and shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed electronically or by signature affixed by hand by their authorized representatives and is effective on the date first written above.

NYS Canal Corporation

Date

Local Sponsor

Signature:

Email: ktollisen@townofhalfmoon.org

Date

NYS Consolidated Funding Application # 140221

Organization Name: Town of Halfmoon

Project Name: Crescent Park Blue and Green Trailhead Improvements

City: Halfmoon **State:** NY

Created on
July 31, 2024 - 09:40 AM
Application finalized on
July 31, 2024 - 09:37 AM

Region

Capital District

Questionnaire Questions & Answers

Location

Q_3527 US Congressional District where the project is located. (This question's value will be filled automatically, based on the project address, when the application is finalized.)

20

Q_928 Project Street Address: Please input the project street address (**Street Number and Street Name only**).

If the project has multiple locations, please input the primary street address of the project. If the project does not have a definite street address, please input the approximate street address of the project (Street Number and Street Name only).

2 Halfmoon Town Plaza

Q_565 Project City

Halfmoon

Q_972 Project county or counties.

Saratoga

Q_568 Project State

NY

Q_572 Project Latitude (This question's value will be filled automatically, based on the project address, when the application is finalized.)

42.85382896500005

Q_573 Project Longitude (This question's value will be filled automatically, based on the project address, when the application is finalized.)

Q_184 NYS Assembly District where the project is located. (This question's value will be filled automatically, based on the project address, when the application is finalized.)

112

Q_190 NY Senate District where the project is located. (This question's value will be filled automatically, based on the project address, when the application is finalized.)

44

Q_1034 Project ZIP Code. (please use ZIP+4 if known)

12065

Q_616 For more than one project location, please provide full address(es) for each location. If Not Applicable, indicate "NA".

na

Basic

General Project Information

Q_549 Type of Applicant (select one)

Applicants will first select a single applicant type from the categories below and then a subtype based on their initial selection. Applicants should review the selections below which provides a list of subtypes by main applicant type.

1. For Profit entity options:

Limited Liability Corporation (LLC)

Limited Liability Partnership (LLP)

Sole Proprietorship

S Corporation

C Corporation

Limited Partnership (LP)

Other- applicant will be required to list their other for-profit designation.

2. Not-for profit entity options:

501(c)(1) Any corporation that is organized under an act of Congress that is exempt from federal income tax;

501(c)(2) Corporations that hold a title of property for exempt organizations;

501(c)(3) Corporations/funds/foundations that operate for religious/ charitable/ scientific/ literary/ educational purposes;

501(c)(4) Nonprofit organizations that promote social welfare;

501(c)(5) Labor, agricultural, or horticultural associations;

501(c)(6) Business leagues/chambers of commerce/etc. that are not organized for profit;

501(c)(7) Recreational organizations; and

Other- applicant will be required to list their other not-for-profit designation.

3. Government entity options:

Federal
State
County
City
Town
Village
Tribal
School District
County or Town Improvement District
District Corporation
Public Authority
Business Improvement District
Fire District
Board of Cooperative Education Services (BOCES)
Public Library
Association Library
Other- applicant will be required to list their other government designation.

Government

Q_15478 Select the government entity of the applicant applying for funding:

Town

Q_12603 Is the applicant a DBA?

No

Q_556 Select an applicant ID type from the list below that you normally use to identify your organization on application forms.

Federal Tax ID Number

Q_2655 Based on your selection from the previous question, enter the associated ID number.

14-6002224

Q_969 If you are a business, have you been certified as a New York State Minority or Women-owned Business Enterprise (MWBE)?

N/A

Applicant

Organization Legal Name
Applicant First Name

Answer
Town of Halfmoon
Kevin

Applicant Last Name	Tollisen
Street Address	2 Halfmoon Town Plaza
City	Halfmoon
State	NY
Zip Code (use ZIP+4 if known)	12065
Telephone Number (include area code)	5183777410
Email Address	ktollisen@townofhalfmoon.org

Contacts

	Primary Contact	Contact Authorized to Execute Contract if Awarded	Additional Contact
Salutation	No Answer	No Answer	No Answer
First Name	Rich	Kevin	No Answer
Last Name	Harris	Tollisen	No Answer
Title	Director of Planning	Town Supervisor	No Answer
Organization	Town of Halfmoon	Town of Halfmoon	No Answer
Street Address	2 Halfmoon Town Plaza	2 Halfmoon Town Plaza	No Answer
City	Halfmoon	Halfmoon	No Answer
State	NY	NY	No Answer
ZIP Code	12065	12065	No Answer
Telephone Number	(518)377-7410	(518)377-7410	No Answer
Email Address	rharris@townofhalfmoon.org	ktollisen@townofhalfmoon.org	No Answer

Q_4199 Please select the primary sector or characterization that best defines this project.

Waterfront Revitalization

Q_4198 Please select the secondary sector or characterization that best defines this project.

Municipal/Government

Project Description

Q_575 Project Description. Concisely describe the project, indicating the location, what will be planned, designed, acquired, and/or constructed, the issues/opportunities to be addressed, and expected outcomes and deliverables. Additional details will be collected later in the application process.

The project site is located at the Town of Halfmoon's Crescent Park located at 99 Terminal Road. The proposed work will be adjacent to the existing bulkhead on the east end of the Canal Corporation property and is located just off Route 9 with high visibility to the public. The scope of the work includes the design and installation of a paved parking lot and extension of an existing paved shared use trail that connects to the Park's kayak launch site. The parking lot area is currently a gravel lot that is subject to wear and tear from vehicle traffic, and heavy plow traffic during the winter. Paving the lot would help to minimize maintenance needed to repair potholes and rutting, minimize erosion of the parking lot surface from stormwater runoff, and help preserve the structural integrity of the existing bulkhead by reducing bank erosion potential from channelized runoff by allowing stormwater to sheet flow off the parking lot area. The paved parking lot would allow for better access to the park's facilities by creating more ADA-compliant pathways. Extending the existing shared use trail will also help to create safer and more even travel surfaces for pedestrians and bicycles.

Q_976 Statement of need: Provide a brief summary of the need for the project in the geographic area proposed and the project's financing needs, including funding gaps of the proposed project.

The town of Halfmoon is bordered by two waterways, the Hudson and Mohawk Rivers and has excellent opportunities for water related recreation, however the Town has very limited public access to these waterbodies. This project would provide enhanced access and accessibility for recreational enthusiasts in the town without needing to travel far distances from home. Improvements made to the Park's parking lot and shared use trail will allow more users, including those with disabilities, to access and use the Park's facilities, which are currently under-utilized. It will also help the town save on future maintenance costs associated with the parking lot's upkeep. The project will create a few short-term construction jobs for local workers. The town currently lacks sufficient funding to cover the full cost of the design and construction work.

Q_12626 Does the project align with the Regional Economic Development Council's Strategic Plan?
[Click here for strategic plans](#)

Yes

Q_12627 Explain how the project aligns with the Regional Economic Development Council's Strategic Plan.

The Town of Halfmoon's project to enhance public access to the Hudson and Mohawk Rivers aligns with the Capital Region Economic Development Council's Strategic Plan by supporting economic growth, community vibrancy, and sustainability. The project's focus on improving access to water-related recreation aligns with the CREDC's "Place" strategy, fostering sustainable economic activity by attracting more visitors and enhancing the quality of life for residents. By upgrading the park's parking lot and shared-use trail, the project promotes infrastructure development and site readiness, key elements of the "Grow" strategy, essential for economic diversification and resilience.

Additionally, the project's emphasis on accessibility ensures that recreational facilities are inclusive, supporting the CREDC's goal of social and economic integration. The creation of short-term construction jobs aligns with the plan's economic development goals, contributing to local employment and investment. The project also addresses future maintenance cost savings, demonstrating a commitment to long-term sustainability and efficient resource use. By enhancing recreational opportunities close to home, the

initiative will attract and retain residents, supporting community revitalization and highlighting the town's natural assets. This comprehensive approach aligns with the CREDC's vision of creating a thriving, integrated, and welcoming community, making it a regional economic priority.

Q_929 Current State of Project Development (i.e. planning, preliminary engineering, final design, etc. You may enter N/A for non-project related applications)

The project is currently in the preliminary engineering phase.

Q_975 Estimated Project Timeline: include project start/completion dates, estimates for design, permitting and construction or other major steps.

December 2024: Grant Awarded

March 2025: Contract Completed

April – May 2025: Engineering Procurement

June 2025: Design Begins

July 2025: Design Completed

August 2025: Bidding & Award

September 2025: Construction Begins

November 2024: Construction Completed

Upon grant funding award, the town will execute a contract for engineering design services, which will include the necessary permitting to complete the work. Upon Town Board review, public input and approval, the project will be sent out to bid. Once awarded, the construction of the site improvements will take approximately one month to complete and will be initiated in one phase.

Q_580 Provide a list of all federal, state, and local reviews, approvals, or permits needed or completed, including the dates when they are expected to be completed or were completed. If Not Applicable, indicate "NA".

SEQR, Canal Corporation Work Permit, USACE/DEC Joint Permit.

Q_12606 Does this project require State and/or Federal Environmental Review?

Yes

Q_2364 What is the status of State and/or Federal Environmental Review?

Has not been started yet.

Q_12607 Please indicate the lead agency (if applicable).

The Town Board.

Q_12604 Has a National Environmental Policy Act (NEPA) Record of Decision been issued?

No

Prior CFA Funding

Q_12625 Has the applicant or project been awarded funding in prior CFA rounds?

Yes

Q_2362 What were the CFA numbers for which funding was awarded? (separate multiple CFA numbers with commas)

29915, 55653, 55654, 92094, 110467, 120877

Q_4160 For each program to which you are applying under the CFA, explain your strategy for proceeding if the full amount of requested funding, required matching funds, and temporary financing are not secured as expected, or committed sources become unavailable. This explanation must address any proposed project phases, and both CFA and non-CFA sources of funds.

The NYS Canalway Grant Program have a 50% required match which the Town will meet through cash. Should the full amount of funding not be acquired, alternate sources of funding will sought out to proceed with the project. The Canalway Program is the only program that the Town is seeking funding for this project, in the 2024 CFA.

REDC

NYS Canalway Grant Program

Q_2366 How does your project align with the Regional Economic Development Council's Strategic Plan/Upstate Revitalization Initiative Plan? (strategic plans are located at <https://regionalcouncils.ny.gov/>)

The Town of Halfmoon's project to enhance public access to the Hudson and Mohawk Rivers aligns with the Capital Region Economic Development Council's Strategic Plan by promoting sustainable economic activity, community vibrancy, and social integration. By improving the park's parking lot and shared-use trail, the project supports the "Place" strategy, enhancing infrastructure to attract visitors and boost local businesses. The emphasis on accessibility aligns with the CREDC's commitment to inclusive growth and economic diversification, essential elements of the "Grow" strategy. Creating short-term construction jobs stimulates local employment, while the improved facilities foster

long-term recreational and economic benefits, enhancing quality of life and sustainability for residents and visitors alike.

Q_930 Explain what makes your project a regional economic priority - for example creates jobs, economic investment, sustainability and community revitalization, government efficiency or consolidation etc.

The Town of Halfmoon's project is a regional economic priority as it enhances access to the Hudson and Mohawk Rivers, promoting water-related recreation and boosting local tourism. By improving the park's parking lot and shared-use trail, the project increases accessibility for all users, including those with disabilities, fostering social inclusion and community engagement. The creation of short-term construction jobs stimulates local businesses, driving economic investment. Additionally, the project's focus on infrastructure improvements and maintenance cost savings contributes to sustainability and government efficiency. Overall, this initiative revitalizes under-utilized facilities, supports economic growth, and enhances the quality of life, aligning with the Capital Region Economic Development Council's strategic priorities.

Standard Question

Strategic Alignment

Q_12733 Explain how the project address strategic priorities, goals, and connections between the canal and the corresponding region consistent with the Reimagine the Canals initiative.
<https://www.ny.gov/programs/reimagine-canals-initiative>

The proposed project helps to address 3 of the 5 objectives for the Reimagine the Canals initiative: "Identify potential new uses for the Erie Canal aimed at improving the quality of life for New Yorkers"; "Evaluate how the Erie Canal can support and enhance economic development along the canal corridor"; and "Find new opportunities to enhance recreation and tourism along the Erie Canal". The proposed project would provide enhanced access and accessibility for recreational enthusiasts in the town without needing to travel far distances from home. Improvements made to the Park's parking lot and shared use trail will allow more users, including those with disabilities, to access and use the Park's facilities, which are currently under-utilized. By allowing more users to access the Park's facilities, it will promote outdoor recreation in the community and encourage healthier lifestyles and a better quality of life for its users. The project will create a few short-term construction jobs for local workers and could help to promote economic development in the region and increase the demand for boating and kayaking services and supplies from local retailers.

This initiative strengthens the connection between the canal and the corresponding region, promoting community vibrancy, economic growth, and sustainability in line with both the Reimagine the Canals initiative and the CREDC's vision for an integrated and thriving economy.

Q_12734 Does the project strategically enhance or create new assets along the canal that are consistent with those leveraged by the 'On the Canals' Program?
<http://www.canals.ny.gov/onthecanals>

The Town of Halfmoon's project at Crescent Park strategically enhances assets along the

canal, aligning with the 'On the Canals' program by improving public access and recreational facilities. The upgrades to the park's parking lot and shared-use trail increase accessibility for all users, including those with disabilities, encouraging more residents and visitors to enjoy water-related activities. These enhancements promote local tourism, community engagement, and economic investment, fostering a vibrant and inclusive recreational environment that leverages the canal's potential for outdoor activities and experiences.

Q_12735 Does the project help enhance or tie into the Empire State Trail Initiative?
<https://www.ny.gov/programs/empire-state-trail>

Due to the relatively close proximity of the Park to the existing Empire State Trail access near the intersection of Route 9 and Fonda Road in the City of Cohoes, approximately 1.8 miles to the South of the Park, the proposed parking lot could offer additional parking and access to the Empire State Trail via the existing bicycle route along Route 9.

Project Support and Advocacy

Q_12737 Has the project received written letters of endorsement from local, regional, and/or state leaders and other stakeholders? If yes, please list them below. Note that any letters of endorsement listed here should also be uploaded in the attachments/documents section of this application.

The Crescent Park project has not yet received written letters of endorsement from local, regional, or state leaders and other stakeholders. However, it is a key part of the Town of Halfmoon's Comprehensive Plan to enhance waterfront accessibility and is heavily used by the community. While there are no written endorsements to list, the project's alignment with broader municipal objectives and its high utilization by residents underscore its importance and community support.

Q_14177 Has direct community support been demonstrated for the project? Describe how any public outreach was conducted, and community support was generated through any citizen and community participation and/or public outreach.

The community aided in the development of the 2014 Town of Halfmoon Open Spaces Plan through public forums and hearings, and general involvement. Additionally, community input was vital to the development of the 2007 LWRP. The community will remain involved throughout the progression of the project. Following award and once a final site plan is produced and reviewed by the Town, the proposed project will be presented at a Town Board meeting to garner public input and address any public concerns. The community will remain involved to ensure that the park amenities meet the public demand as outlined in the 2007 LWRP and 2014 Open Spaces Plan. The progress of the project will be monitored by Town Supervisor Kevin J. Tollisen to ensure project scope, budget and proposed timeline will be followed as closely as possible.

Implementation and Project Readiness

Q_12741 Will the project be completed within two-years of award notification?

Yes

Q_14178 Does the applicant own the land that the project will be located on?

No, the land is owned by NYS Canal Corporation.

Q_351 Does the applicant have the legal right to own, operate or maintain the project for its duration? Please explain (own, lease, permit, other contractual agreement, etc.)

The Town of Halfmoon will obtain legal rights to own, operate and maintain the project and its components for its duration through a NYS Canal Corporation Work Permit.

Q_12738 What is the status of the project? Has any pre-development and/or other work been completed to date? What will be the first steps in regard to project execution if grant funding is received?

The project is currently in the preliminary planning and engineering phase. There has previously been work completed at the Park to construct a new ADA kayak launch and shared use trail that connects to the Erie Canal National Heritage Trail in Halfmoon on the western side of Route 9, as well as other small site improvements such as accessible parking spaces. The first steps with regards to project execution will be to establish and execute a contract to complete the design work for the parking lot and shared use trail extension improvements, closely followed by generation of a final engineering design and bid documents.

Q_1421 In addition to the brief project description provided above, please break down the eligible project components and work proposed for each grant for which you are requesting funding. If the grant proposal is part of a larger project, describe the complete project and identify the portion proposed for current grant funding.

The project will be completed in one phase and is entirely eligible for both the NYS Canalway Grant Program and Local Waterfront Revitalization Program. Full available funding is being requested from each program with the understanding that they cannot be used to match each other. A 50% local match will be provided by the Town. Eligible project costs include, final engineering and design, site grading, paving and formalization of the parking area, paving and formalization of the shared use trail extension and site restoration. The opinion of probable cost is shown below:

The Crescent Park project in Halfmoon involves the following eligible components and work proposed for the NYS Canalway grant:

December 2024: Grant Awarded

March 2025: Contract Completed

April – May 2025: Engineering Procurement

June 2025: Design Begins

July 2025: Design Completed

August 2025: Bidding & Award

September 2025: Construction Begins

November 2025: Construction Completed

This standalone project will enhance public access to the Hudson and Mohawk Rivers by

improving the park's parking lot and shared-use trail. The upgrades will increase accessibility for recreational users, including those with disabilities, promote local tourism, and save on future maintenance costs. This project will also connect to surrounding trails, fostering a cohesive regional trail network.

The total project cost is \$170,000. The Town of Halfmoon is funding 50% of the project (\$85,000) while the other 50% (\$85,000) is anticipated from the Canal Corporation.

Q_12759 Will any aspects of the project be located on land currently owned by the NYS Canal Corporation or New York Power Authority? If yes, please describe in more detail below. If no, please input 'NA'.

Yes, the project will be located entirely on land owned by the NYS Canal Corporation. The Town of Halfmoon will obtain a NYS Canal Corporation Work Permit to complete the work. It is anticipated that the paving work will improve NYS Canal Corporation operations at the bulkhead site as well.

Q_12909 Describe in detail any project implementation risks or concerns.

No project implementation risks or concerns exist currently.

Q_12740 Are there any concerns with the project gaining timely approvals/permits from any applicable federal, state, and/or local agencies? Examples may include the U.S. Army Corps of Engineers, NYS Department of Environmental Conservation, NYS Office of Parks, Recreation and Historic Preservation, and/or the NYS Canal Corporation or NY Power Authority? If yes, please explain in more detail below.

A NYS Canal Corporation Work Permit is needed to complete the work as the property is owned by NYS Canal Corporation. A USACE/DEC Joint Permit is likely needed to conduct the work as the project site is directly adjacent to the Mohawk River.

Effectiveness and Impact

Q_12742 Is the project consistent with the principles of universal design (i.e., the project would be usable by all people, including those with disabilities, to the greatest extent possible without the need for adaptation of specialized design)?

Yes, the proposed parking area improvements would meet ADA requirements for accessible pathways and would allow disabled persons to access the Parks existing facilities without any need for specialized design.

Q_12751 Does the project include, or will it be able to be leveraged for events or other programming that incorporate elements of diversity, equity, and/or inclusion making the canal more accessible to those with disabilities or others who may have not been able to access the canal or its amenities in the past?

The Park provides a means of access and the ability for Town residents to engage in outdoor and water recreation activities along the Mohawk River that were not previously available to them or as easily accessible. Currently, a vendor provides kayak rentals at the site. The proposed project would provide enhanced access and accessibility for Town residents, especially those that may be disadvantaged, to engage in recreational activities without needing to travel far distances from their home. Improvements made to the Park's parking lot and shared use trail will allow more users, including those with disabilities, to access and use the Park's facilities.

Q_12748 Is the project located within an environmental justice area?
<https://www.dec.ny.gov/public/333.html>

No

Q_12747 Does the project activate, restore, or enhance historic assets or other infrastructure that are significant to the Canal?

Paving the lot would help to minimize maintenance needed to repair potholes and rutting, minimize erosion of the parking lot surface from stormwater runoff, and help preserve the structural integrity of the existing the Erie Canal prism wall by reducing bank erosion potential from channelized runoff by allowing stormwater to sheet flow off the parking lot area.

Q_12750 Does the project promote increased recreational use on the canal?

Yes, the park provides a means of access and the ability for Town residents to engage in outdoor and water recreation activities along the Mohawk River. Improvements made to the Park's parking lot and shared use trail will allow more users to access and use the Park's facilities.

Q_12046 Describe how this project will increase canal tourism, participation in canal-related activities, and attract new and multiday visitors.

The Park provides a means of access and the ability for Town residents to engage in outdoor and water recreation activities along the Mohawk River. An ADA compliant kayak launch was installed at the Park in 2019 and a self-service kayak rental hub also now exists at the Park, allowing users who may not own equipment to partake in water recreation activities. Improvements made to the Park's parking lot and shared use trail will allow more users to access and use the Park's facilities and will promote canal tourism and attract more visitors.

Q_12744 Does the project enhance connectivity along adjacent trails, or directly to the Canal in areas that traditionally have not had access?

The proposed project will help to reinvigorate a currently under-utilized access point to the Erie Canal National Heritage Trail in Halfmoon, which runs between Canal Rd and the Mohawk River / Erie Canal. Also, due to the relatively close proximity of the Park to the existing Empire State Trail access near the intersection of Route 9 and Fonda Road in the City of Cohoes, approximately 1.8 miles to the South of the Park, the proposed parking lot could offer additional parking and access to the Empire State Trail via the existing bicycle route along Route 9.

Q_12745 Does the project include components that will help mitigate future physical damage to the proposed or other infrastructure due to negative impacts from climate change including sea-level rise, storm surges, and/or flooding due to extreme weather events?

The project would help to minimize erosion of the parking lot surface from stormwater runoff and help preserve the structural integrity of the existing the Erie Canal prism wall by reducing bank erosion potential from channelized runoff by allowing stormwater to sheet flow off the parking lot area.

Financial Viability and Funding Leveraged

Q_12752 Has a viable and accessible grant match been identified? How will the grant match requirement be fulfilled (i.e. cash, force account, in-kind services, materials and supplies, etc.)? If cash, has the cash match been secured or is it contingent upon future appropriations?

The Town will meet the 50% required match through cash, in-kind services, and/or bonding. Should the full amount of funding not be acquired, alternate sources of funding will sought out to proceed with the project.

Q_12915 Describe how the budget and estimated costs were developed. Details should include the person(s) responsible for their development, and when they were developed.

The costs and budget for the project were estimated by a professional engineer using publicly available bid data through NYSDOT Pay Item Catalog. Data was filtered to utilize weighted average bid prices for individual work items from the past two years.

Q_12754 Will the project stimulate private and/or public investment from other sources in the community and/or region?

The project may promote private and/or public investment from other sources related to water recreation activities, resulting from enhanced access to the Mohawk River.

Q_12916 Provide a high-level budget narrative describing the major project components, their total estimated costs, and their source of funding (i.e project grant funding through this program, matching funds, and/or any other funding sources).

The total estimated cost for the project is approximately \$170, 000. The cost includes all the necessary means of procurement, labor, equipment and materials to complete the work; design and engineering services; incidentals and field changes; and bidding and other construction services. Grant funding will supply 50% of the total costs, and the Town will meet the 50% required match through cash, in-kind services, and/or bonding. Should the full amount of funding not be acquired, alternate sources of funding will sought out to proceed with the project.

Q_12756 Would the project still be financially viable if other state grant funding is not secured?

No

Q_12913 Explain the strategy and resources that will support the project after it is complete, including how any grant-funded acquisitions will be utilized, and/or how projects will be operated, funded, and maintained over time.

The project will be overseen by Kevin J. Tollisen, Supervisor for the Town of Halfmoon. The progress of the project will be monitored by Town Supervisor to ensure project scope, budget and proposed timeline will be followed as closely as possible. Upon completion, the Town Supervisor will oversee the upkeep of the Park's facilities and site improvements to ensure they are properly maintained by Town forces.

Q_1434 Describe the administrative structures in place to administer the requested grant. Identify

individuals who will be responsible for specific tasks, such as contract and grants administration, fiscal accounting, and project management. For those managers and professionals already hired, describe their qualifications. Summarize consultant selection process and schedule, noting whether it is completed, underway or proposed. For future hires, describe qualifications sought and procurement/hiring method.

Grant Administration is overseen by the Town Grants Coordinator Carrie Milano who has over five (5) years of grant administration experience for the Town. Project management from the Town will be aided by PJ Maiello, Supervisor of Buildings and Grounds, and Rich Harris, Coordinator of Building, Planning, and Development. The Town may also use a consultant for administering the funds.

Certification

General Certifications

Q_1037 By entering your name in the box below, you certify and agree that you are authorized on behalf of the applicant and its governing body to commit the applicant to comply with the requirements of Article 15-A of the New York State Executive Law: Participation By Minority Group Members and Women With Respect To State Contracts by providing opportunities for Minority-owned Business Enterprise (MBE)/Woman-owned Business Enterprise (WBE) participation. You further certify that the applicant will maintain such records and take such actions necessary to demonstrate such compliance throughout the completion of the project.

Kevin J. Tollisen

Q_1038 By entering your name in the box below, you certify that you are authorized on behalf of the applicant and its governing body to submit this application. You further certify that all of the information contained in this Application and in all statements, data and supporting documents which have been made or furnished for the purpose of receiving assistance for the project described in this application, are true, correct and complete to the best of your knowledge and belief. You acknowledge that offering a written instrument knowing that the written instrument contains a false statement or false information, with the intent to defraud the State or any political subdivision, public authority or public benefit corporation of the State, with the knowledge or belief that it will be filed with or recorded by the State or any political subdivision, public authority or public benefit corporation of the State, constitutes a crime under New York State Law.

Kevin J. Tollisen

Net New Jobs

No job answers necessary due to your associated programs.

Qualified Investments

No investment answers necessary due to your associated programs.

Project Totals

Total project cost: \$ 170,000

Funding Requested from Program

Program	Amount Requested
NYS Canalway Grant Program	\$ 85000 maximum funding allowed: \$150,000

Program Budget

NYS Canalway Grant Program

Use	Source	Status	Amount	Indicate Source / Comments
Contractual Services	State	Anticipated	\$85000	NYS Canal Corporation
Contractual Services	Local	Secured	\$85000	Town of Halfmoon - General Fund

Attachment Questions & Answers

NYS Canalway Grant Program

Required Documentation

- Q_395 Maps: Submit a 1:24,000 scale USGS or DOT planimetric map with the subject property circled. [Click the link below for downloadable, printable maps from the NYS GIS Clearinghouse.](#)

Project Map - Crescent Park (ID 3174982).pdf
[Download](#)

Planning Initiatives

- Q_311 If the project is specifically identified in a formally adopted plan, submit highlighted copies of the relevant pages of the plan, clearly identifying the source, along with a copy of the resolution adopting or reaffirming the local plan within the last five years. If the project is not specifically identified in a formally adopted plan, provide written documentation clearly identifying community involvement.

Halfmoon-Crescent Park_Conceptual Design Layout-C-101 (ID 3174626).pdf
[Download](#)

Project Cost and Budget Materials

- Q_12730 Please provide and upload a detailed project budget and cost estimates in addition to any supporting documentation. Project costs should be reflective of recent cost estimates, and budgets should include adequate project contingencies for unanticipated project costs. Note that questions related to a budget narrative will be asked in the next sections of the application. All materials should be scanned/uploaded as a single PDF file with the total size not exceeding 30 Megabytes (MB).

Halfmoon-Crescent Park_Conceptual Cost Estimate_07.25.24 (ID 3174824).pdf
[Download](#)

Project Letters of Support

Q_12732 Please provide letters of support/endorsement for your project (if applicable). Examples of common letters of support/endorsement may include but are not limited to those from New York local, county, or state elected officials; Native American tribal leaders; Canal advocacy groups; and other organizations/individuals who may be crucial to the project's implementation and continued success. All letters should be scanned/uploaded in a single PDF file with a size not exceeding 30 Megabytes (MB).

Pages from [Halfmoon LWRP] (ID 858291).pdf
[Download](#)

Legend

[x] = Expired Program

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: April 2, 2025

TO: Town Board
Town of Halfmoon

FROM: Laurie Sullivan
Comptroller

SUBJECT: Creation of Appropriations

A resolution is necessary to amend the project budgetary accounts within the Capital Projects Fund for the Intersection Improvements at Route 236 and Guideboard Road to adjust revenue sources to reflect the Town's 5% match in the not to exceed amount of \$25,000.

DEBIT:	Estimated Revenues	35-510	\$25,000.00
	Interfund Transfers		
		35-4-5031.00	\$25,000.00

CREDIT:	Estimated Revenues	35-510	\$25,000.00
	Subsidiary: Transportation Federal Grant		
		35-4-4589.00	\$25,000.00

Create budgetary accounts from Town of Halfmoon Highway Fund:

DEBIT:	Unappropriated Fund Balance	20-510	\$25,000.00
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CREDIT:	Appropriations	20-960	\$25,000.00
	Subsidiary: Transfer to Capital Projects		
		20-5-9950.90	\$25,000.00