



TOWN BOARD MEETING

July 15, 2026

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 3:00 pm to 6:00 pm outside at the Abele Park across from Town Hall. Come visit our local farms, crafters, and vendors that will be on hand every week.

TOWN OF HALFMOON HISTORICAL BUILDING: The Historical Building is open by appointment. Please contact Lynda Bryan, Historian at 518-371-7410 Ext. 2331 or lbryan@townofhalfmoon.org. Volunteers are needed and welcomed!

SUNSET CINEMA: Halfmoon Celebrations Association, Inc. in conjunction with the Town of Halfmoon, presents Sunset Cinema Friday, July 24 at the Halfmoon Town Park, 162 Route 236, Halfmoon, NY 12065 at the stage. This event is always free, and there will be free popcorn and water for all while supplies last. Bring your lawn chairs and blankets and enjoy the animated family movie about an orphaned, talking bear who travels from Peru to London. Visit www.halfmooncelebrations.org for more information.

AMERICAN REDCROSS BLOOD DRIVE: Tuesday, August 4, 2026 1:00 pm to 6:00 pm at the Halfmoon Town Hall, 2 Halfmoon Town Plaza, in the A. James Bold Meeting Room. To schedule your appointment, please call 1-800-Red Cross or redcrossblood.org and use Sponsor Code: halfmoontownhall.

HALFMOON CELEBRATIONS PRESENTS: Groovin' on the Green featuring Joe's Boys, Friday, August 7, 2026 6:00 pm to 8:00 pm at the Halfmoon Town Park, 162 Route 236, Halfmoon, NY. Bring lawn chairs, blankets; dinner, snacks, non-alcoholic drinks, and your dancing shoes! There will be a 50/50 raffle to benefit Halfmoon Celebrations. for more information, please visit www.halfmooncelebrations.org

AN EVENING IN THE UNLIMITED GARDEN FUNRAISER EVENT: Saratoga County Suicide Prevention and Awareness Program in partnership with Cornell Cooperative Extension of Saratoga County will host this event on Friday, August 14, 2026 at 556 Middleline Road, Ballston Spa, NY 12020, with cocktails, mocktails, and appetizers along with a garden tour

from 6 pm to 7 pm. Dinner will be served at 7 pm. Price per ticket is \$70.00 and includes dinner and a drink. For more information or to register, please contact Jessica Holmes at 518-885-8995 or email jmh452@cornell.edu.

CAPTAIN COMMUNITY HUMAN SERVICES: CAPTAIN CHS celebrates its' Care Links Volunteers and Participants at the most exciting social event of the year! Care Links presents "An Old Hollywood" Awards Show, Thursday, September 17, 2026 at 4:00 pm at St. Mary's Crescent Church, 86 Churchill Road, Waterford, NY 12188. Dinner, Dancing, Raffles and more! Music provided by Maddalone Entertainment. Tickets are \$55.00 per person. For more information, contact Terra at terra@captaincares.org or call 518-399-3262.

HARVEST FESTIVAL: Halfmoon Celebrations, in conjunction with the Town of Halfmoon hosts Harvest Fest on Saturday, September 26, 2026 from 12:00 pm to 5:00 pm at the Halfmoon Town Park, 162 Route 236, Halfmoon NY. Vendors, Carnival Games; Face Painting, Bounce Houses, Rock Climbing Wall, Balloon Artists, Hayrides, and so much more! For more information, please visit www.halfmooncelebrations.org. See you there!

TOWN MEETINGS:

***If a Monday meeting falls on a holiday, the meeting will be held the next day (Tuesday).**

- **Town Board: 1st and 3rd Wednesday of the month at 7:00 PM**
Pre-meeting at 6:15 PM
- **Zoning Board of Appeals: 1st Monday* of the month at 7:00 PM**
Pre-meeting at 6:45 PM
- **Planning Board: 2nd and 4th Monday* of the month at 7:00 PM**
Pre-meeting at 6:15 PM
- **Trails & Open Space Committee: 3rd Monday* of the 3rd month at 7:00 PM, unless otherwise announced.**

REPORTS OF BOARD MEMBERS AND TOWN ATTORNEY

Kevin J. Tollisen (Town Supervisor)

Eric Catricala (Deputy Town Supervisor)

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

Paul Hotaling (Town Board Member)

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

John Wasielewski (Town Board Member)

- a. Co-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

Kelly L. Catricala (Town Clerk)

Dana Cunniff (Receiver of Taxes)

- a. Chair of Committee on Resident Relations

Lyn Murphy, Esq. (Town Attorney)

Cathy Drobny, Esq. (Deputy Town Attorney)

PUBLIC COMMENT (For discussion of agenda items)

DEPARTMENT REPORTS

1. Town Clerk

Total Fees Submitted to the Supervisor - \$25,223.45

2. Senior Express

Total # Rides – 561 Total # Meals – 858

3. Town Justice Fodera Total # Cases 194

Total Fees Submitted to the Supervisor - \$35,572.00

4. Town Justice Suchocki Total # Cases 147

Total Fees Submitted to the Supervisor - \$22,486.00

DEPARTMENT MANAGER MONTHLY REPORTS

Animal Control, Assessor; Building & Grounds; Building/Code; Highway, Receiver of Taxes; Recreation & Senior Center; Senior Express; Town Clerk, Water

CORRESPONDENCE

1. **Received** from New York State, Department of State, notification of their filing of Local Law 5-2026 Establishing a Moratorium on Concrete, Cement and Asphalt Plants, together with Pesticide Manufacturing in the Town of Halfmoon.
2. **Received** from Austin Krom, his letter of resignation from the Town of Halfmoon Water Department, effective July 22, 2026.
3. **Received** from Jason Southwood d/b/a Caroline St. Inc., their notification of license renewal with the NYS Office of Cannabis Management at 1520 Crescent Road, Suite 300 & 400.
4. **Received** from the Town of Clifton Park, their notice of Public Hearing to consider extending a moratorium on Cannabis cultivation applications in the Town of Clifton

Park. The Public Hearing is scheduled for July 21, 2026 at 7:05 pm. Comments in advance of the Public Hearing can be sent to the Town Supervisor at pbarrett@cliftonpark.org or to the Town Board Members through the Town Clerk at cfantini@cliftonpark.org.

5. **Received** from the NY Power Authority, Canal Corporation, the Medina Triennial, a free recurring contemporary art exhibit that is open to the public through Labor Day. This exhibit, *All That Sustains Us* explores the systems of care, labor, ecology, and community that enable places to endure and evolve. For additional information, please contact NY Power Authority at 518-449-6000.

OLD BUSINESS

NEW BUSINESS

233. Resolution that the Town Board approves the Town Board Meeting Minutes of July 1, 2026 as presented.

Resolution Introduced by Town Clerk Catricala

234. **Resolution** to place a 1995 Ford 555E backhoe and a Rex tow behind Valve Turner on Auctions International.

Resolution Introduced by Superintendent of Water and Building Maintenance Supervisor Tironi

Resolution that the Superintendent of Water and Building Maintenance Supervisor has determined that a 1995 Ford 555E backhoe and a Rex tow behind Valve Turner owned by the Town of Halfmoon previously utilized by the Water Department 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.

235. **Resolution** to award bid to Bellamy Construction Company, Inc.

Resolution awarding the bid for the Crescent Vischer Ferry Road Water Main Replacement project to Bellamy Construction Company, Inc. in the not to exceed amount of \$928,060.00 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

236. **Resolution** to hire Barton & Loguidice.

Resolution authorizing the Supervisor to hire Barton & Loguidice to provide professional services for the Champlain Canalway Trail and Pedestrian Bridge Project in the not to exceed amount of \$70,000.00 pursuant to the agreement with Barton & Loguidice to provide professional services as detailed in the proposal dated July 1, 2026, and to authorize the Supervisor to sign the agreement and any documentation necessary to complete the work, subject to the review and approval of the Town Attorney.

Resolution Introduced by Supervisor of Buildings and Grounds Maiello

237. Resolution to enter into an Agreement with the Clifton Park Water Authority.

Resolution that the Town Board hereby authorizes the Supervisor to enter into an Agreement with the Clifton Park Water Authority for the Authority to provide water to property located in the Town of Halfmoon on Chelsea Place and hereby authorizes the Supervisor to execute any documents necessary to effectuate the agreement, subject to the review and approval of the Town Attorney.

Resolution Introduced by Superintendent of Water & Building Maintenance Supervisor Tironi

238. Resolution to hire MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.

Resolution authorizing the Supervisor to hire MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. to provide professional engineering services associated with Battery Energy Storage Systems Research, Mapping & Planning Support in the not to exceed amount of \$15,000.00 in accordance with the proposal dated July 8, 2026, and to authorize the Supervisor to sign any documentation necessary to complete the work, subject to the review and approval of the Town Attorney.

Resolution Introduced by Building, Planning and Development Coordinator Harris.

239. Resolution to authorize the Champlain Canalway Pedestrian Bridge Project utilizing funds located in the Special Revenue Fund for the project.

Resolution that the Town Board hereby authorizes the Town Supervisor to proceed with the Champlain Canalway Pedestrian Bridge Project consistent with the proposal dated November 14, 2025, in the not to exceed amount of \$347,000 said monies to come from the Recreation Fees located in the Special Revenue Fund, and to authorize the Supervisor to sign any and all documentation needed to proceed with this project, subject to the review and approval of the Town Attorney.

Resolution Introduced by Supervisor of Buildings & Grounds Maiello

240. Resolution to purchase IPADS from CDW-G.

Resolution that the Town Board hereby authorizes the Supervisor to purchase six Apple IPADS for remote connectivity for SCADA monitoring and control for the Water Department from CDW-G pursuant to catalog agreement #549622 in the not to exceed amount of \$9,849.66 pursuant to quote #PXTD911 and hereby authorizes the Supervisor to execute any documents 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**

241. Resolution to purchase five desktop computers from CDW-G.

Resolution that the Town Board hereby authorizes the Supervisor to purchase five desktop computers from CDW-G pursuant to Sourcewell contract #121923 in the not to exceed amount of \$7,090.25 pursuant to quote #7182236 and hereby authorizes the Supervisor to execute any documents necessary to effectuate the purchase, subject to the review and

approval of the Town Attorney.

Resolution Introduced by Personal Computer Tech Mikol

242. Resolution that the Town Board approves the Comptroller's Report for June, 2026.
Resolution Introduced by Comptroller Sullivan

243. 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

July 8, 2026

Frank Tironi, Jr.
Director of Water
Town of Halfmoon Water Department
2 Halfmoon Town Plaza
Halfmoon, NY 12065



**RE: CRESCENT VISCHER FERRY ROAD WATER MAIN REPLACEMENT
RECOMMENDATION OF AWARD
BID SPEC 4-2026
MJ PROJECT No. 964.140**

Dear Mr. Tironi:

Bids for the Crescent Vischer Ferry Road Water Main Replacement project were received by the Town of Halfmoon (Town) on July 8, 2026. A summary of the bid results is provided below:

Bid Results: Crescent Vischer Ferry Road Water Main Replacement	
Contractor	Total Lump Sum Bid Amount
Bellamy Construction Company, Inc.	\$928,060.00
Keller & Sons Construction Corp	\$1,193,329.00

Based on the bid results, Bellamy Construction Company, Inc. (Bellamy), located in Scotia, NY, is the apparent low bidder for the Crescent Vischer Ferry Road Water Main Replacement project. M.J. Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. (MJ) has reviewed Bellamy's bid in detail to assess the validity of their bid prices, experience, and references. MJ has worked with Bellamy previously and has no concerns with their qualifications, work experience, or professionalism.

We therefore recommend awarding the Crescent Vischer Ferry Road Water Main Replacement project to Bellamy in the amount of \$928,060.00.

Should you have any questions or concerns, please do not hesitate to contact me at (518) 371-0799 ext. 407.

Sincerely,

Brianna Brackett
Design Engineer



21 Corporate Drive
Clifton Park, NY 12065



518.371.0799
mj@mjteam.com
mjteam.com



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

July 1, 2026

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

Re: Champlain Canalway Trail and Pedestrian Bridge Project
Supplement No. 1 for Professional Engineering Services

File: P710.2474

Dear Supervisor Tollisen,

Barton & Loguidice (B&L) is pleased to present this supplement no. 1 for final design, bidding assistance and construction phase services for the Champlain Canalway Trail and Pedestrian Bridge Project. Following completion of the preliminary design, environmental investigations, and permitting efforts, this phase of the project will advance the improvements toward construction and support the Town's goal of enhancing the historic Champlain Canal trail connection between the Town of Waterford and the City of Mechanicville.

The existing trail has been improved for approximately 1,300 feet north of the Upper Newtown Road intersection but currently terminates at the location of a former towpath bridge that no longer exists. However, the historic stone bridge abutments remain in relatively good condition. The proposed project includes installation of a new prefabricated steel truss pedestrian bridge utilizing the existing abutments, as well as extension of the trail corridor further north. The bridge will also be designed to accommodate anticipated construction loading requirements associated with future maintenance and access needs.

Scope of Services

The following Scope of Services is based on our current understanding of the project and will be performed in accordance with the assumptions and clarifications outlined herein.

Task 1: Final Design Services

1. Construction Drawings:
 - a. Civil Site
 - i. Develop civil/site construction drawings to approximately ninety percent (90%) completion for review and comment by the Town. The drawings will include construction details, pertinent notes, and general construction information anticipated to include the following:

Drawings	Anticipated # Drawings
Title Sheet	1
General Notes/Legend	1
Existing Site Plan/Survey Base Map	1
Typical Sections	1
Site/Grading Plans (1" = 20' Scale)	2
Site/Civil Details	1
Erosion & Sediment Control Notes/Details	2

b. Prefabricated Bridge

- i. Prepare construction drawings for the proposed prefabricated steel truss pedestrian bridge. These drawings will be utilized to solicit bids for bridge fabrication and to support construction of the bridge substructure and installation of the bridge. The bridge drawing set is anticipated to include the following seven (7) sheets:

Drawings	Anticipated # Drawings
Bridge Plan & Elevation	1
Bridge Removals and Excavation	1
Bridge Details & Notes	2
Abutment Details	2
Railing Details	1

- c. Based on comments provided by the Town on the ninety percent (90%) design submission, Barton & Loguidice will incorporate one (1) round of revisions and prepare final construction drawings for bidding and construction purposes.

2. **Contract Documents:** B&L will prepare Contract Documents utilizing B&L's modified Engineers Joint Contract Documents Committee (EJCDC®) construction document format for a single-prime construction contract. The Contract Documents will include bidding and contract forms, bonds, general and supplementary conditions, regulatory requirements, prevailing wage schedules, and technical specifications necessary for public bidding and construction of the proposed site and pedestrian bridge improvements.
3. **Updated Estimate of Probable Construction Cost:**
 - a. B&L will update the preliminary estimate of probable construction cost based on the final design quantities and anticipated construction conditions associated with the proposed improvements.

Task 2: Bidding Assistance

1. **Bidding Assistance:** Assist the Town with public bidding and procurement of the proposed improvements, including:
 - a. Assisting with the Advertisement
 - b. Responses to contractor questions during the bidding phase and prepare an addendum

- c. Prepare a letter of recommendation of award and contractor Notice of Award.

Task 3: Construction Administration Services

B&L will provide Construction Administration Services during the construction phase of the project. These services will include general administration of the construction contract and coordination with the Town, contractor, and regulatory agencies to facilitate the orderly completion of the work. Construction Administration Services will include the following:

1. Preconstruction Meeting: Attend one (1) preconstruction meeting prior to commencement of construction. Prepare and distribute meeting minutes. Prepare conformed copies of the contract for review and execution by the Town and contractor at the preconstruction meeting.
2. Contract Administration: Assist the Town with administration of the construction contract throughout the duration of the project.
3. Clarifications and Interpretations: Issue clarifications and interpretations of the Contract Documents, as necessary, to facilitate construction and resolve questions regarding the intent of the plans and specifications.
4. Requests for Information (RFIs): Review and respond to Contractor Requests for Information (RFIs) related to the Contract Documents.
5. Shop Drawings and Submittals: Review shop drawings, product data, material certifications, working drawings, and other Contractor submittals for general conformance with the design intent of the Contract Documents. This includes review of delegated bridge design calculations and fabrication shop drawings prepared by the selected bridge fabricator.
6. Change Orders: Review Contractor requests for change orders, evaluate associated costs and schedule impacts, and provide recommendations to the Town regarding disposition of proposed changes.
7. Progress Meetings: Attend periodic construction progress meetings with the Town and Contractor. Prepare and distribute meeting minutes. It is assumed that up to two (2) progress meetings are included.
8. Payment Applications: Review Contractor applications for payment and provide recommendations to the Town regarding payment based on the observed progress of the work.
9. Substantial Completion: Participate in a substantial completion inspection, prepare a punch list of outstanding work items, and issue a Notice of Substantial Completion, as appropriate.
10. Final Completion: Conduct a final project walkthrough to verify completion of punch list items, review closeout documentation, and provide a recommendation for final payment.
11. Record Documents: Review record drawings and other project closeout documentation submitted by the Contractor for completeness.

Task 4: Construction Observation Services

B&L will provide periodic, part time Construction Observation Services during construction to observe the progress and quality of the work and to determine, in general, whether construction is proceeding in accordance with the Contract Documents. Construction Observation Services are intended to supplement the Town's oversight of the project and are not intended to provide continuous or exhaustive inspection of the Contractor's work.

Construction Observation Services will include the following:

1. Provide periodic site visits during active construction to observe construction activities and monitor the progress of the work.
2. Observe installation of major project elements, including trail improvements, pedestrian bridge construction, drainage improvements, site restoration, and associated appurtenances.
3. Monitor construction activities occurring within or adjacent to environmentally sensitive areas, including delineated wetlands, streams, and permit-regulated areas, to generally verify compliance with project plans and permit requirements.
4. Document observations during each site visit and provide written field reports identifying construction progress, significant activities, observed deficiencies, and items requiring follow-up.
5. Coordinate observed field issues with the Contractor and Town and communicate items requiring design clarification or corrective action to the Construction Administration team.
6. Observe corrective work, as necessary, to verify that identified deficiencies have been addressed.

It is assumed that 100 hours of construction observation services are included as part of this scope. Additional Construction Observation Services requested by the Town or required due to extended construction duration, additional contractor operations, or unforeseen conditions will be performed on a Time and Expense basis in accordance with B&L's Standard Schedule of Billing Rates.

Assumptions

B&L assumes that grant administration services associated with the Recreational Trails Program (RTP) grant award will continue to be provided under the existing grant writing and administration services agreement between the Town and B&L, as authorized and directed by the Town.

This Scope of Services also assumes that all required environmental permitting associated with the proposed improvements has been substantially completed under previous project phases. Any additional permitting, permit modifications, or agency coordination requested beyond the scope of services described herein shall be considered Additional Services.

It is assumed any required Materials Testing will be performed by a third party and they will have a direct contract with the Town and those services are not included herein.



Kevin Tollisen, Town Supervisor
July 1, 2026
Page 5 of 5

Fee Estimate

B&L proposes to provide the services described herein for a lump sum fee not to exceed the amounts summarized below without prior authorization from the Town of Halfmoon.

Task 1	Final Design Services	\$ 27,500 (LS)
Task 2	Bidding Assistance	\$ 6,500 (LS)
Task 3	Construction Administration Services	\$20,000 (LS)
Task 4	Construction Observation Services	\$16,000 (T&E)
Total		\$70,000

B&L will invoice the Town monthly based on the percentage of services completed. Services requested by the Town that are outside the Scope of Services described herein will be considered Additional Services and will be performed only upon authorization by the Town. We reserve the right to transfer fee between the construction administration and construction observation phases as needed.

We appreciate the opportunity to continue assisting the Town of Halfmoon with the Champlain Canalway Trail and Pedestrian Bridge Project. If this supplement is acceptable, please sign the authorization below and return a copy to our office.

Should you have any questions or wish to discuss any aspect of this supplement, please contact me at our local office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Executive Vice President

Authorization

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

Kevin Tollisen, Supervisor
Town of Halfmoon

Date

WATER SUPPLY AGREEMENT

This Water Supply Agreement (the "Agreement") is made and entered into this _____ day of _____,

2026 by and between HALFMOON WATER DISTRICT (the "DISTRICT"), an improvement district in the Town of Halfmoon, New York ("Town") with offices at 2 Halfmoon Town Plaza, Halfmoon, New York 12065, and the CLIFTON PARK WATER AUTHORITY (the "Authority"), a public benefit corporation organized and existing under the laws of the State of New York, with an office at 661 Clifton Park Center Road, Clifton Park, New York 12065.

WITNESSETH:

WHEREAS, the Town through the District desires to contract with the Authority for water and related ancillary services to Chelsea Place, located in the Town, on the terms and conditions contained herein; and

WHEREAS, the Authority desires to provide water and such services to the District for Chelsea Place, on the terms and conditions contained herein; and

WHEREAS, the area of the District to be supplied and serviced by the Authority is set forth in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, the District, the Town and the Authority desire that the Chelsea Place customers within the District be charged the same rates for water usage as similarly situated customers of the Authority pay;

NOW, THEREFORE, in consideration of the premises and the mutual promises and undertakings contained herein, the parties hereto agree as follows:

Section 1. SUPPLYING OF WATER.

The Authority shall furnish water to the District in such quantities as required by the current and future customers on Chelsea Place within the District, and subject to the provisions of Section 5 below, at rates currently charged to customers of the Authority within the Town of Clifton Park.

Section 2. ADDITIONAL DUTIES OF THE AUTHORITY.

In addition to supplying water as required by Section 1 hereof, as between the District, the Town and the Authority, the Authority shall be responsible for the maintenance and repair of the Chelsea Place water system (including, without limitation, transmission pipes and mains), all billings of the customers, customer service (including responses to complaints) and insurance. The Authority shall name the District and the Town as additional insureds on the liability policies carried by the Authority. Such policies shall have limits of not less than \$2,000,000 per accident or occurrence on account of personal injury (including death) and shall be from insurance companies authorized to write said insurance in the State of New York. Copies of such policies shall be forwarded by the Authority to the District annually not later than July 1.

Section 3. RATE ADJUSTMENTS.

(A) As used in this Agreement the following terms have the meanings set forth below, unless the context clearly requires a different meaning:

(1) "Fiscal Year" means a period beginning on January 1 in any year and ending on the following December 31.

(2) "Typical Residential Customer" means a residential customer located on Chelsea Place in the District using 80,000 gallons of water per Fiscal Year.

(B) If the Authority raises or lowers from time to time, its rates (or raises or lowers its basic service charges) to its customers in the Town of Clifton Park, New York, from those in effect on the date hereof, then the rates set forth in Section 1 hereof (or the basic service charges, as the case may be) shall be increased or decreased, as the case may be, by the same amount. The adjustment shall take effect on the same date for customers within the District as for customers of the Authority in the Town of Clifton Park. For purposes of this Agreement, the parties agree that the rate charged the customers in the Town of Clifton Park as of the date hereof shall be deemed to be \$4.35 per 1,000 gallons of water and that the basic service charges and rates in effect are the same as referred to in Section 1.

Section 4. NO EXPANSION WITHOUT CONSENTS.

The geographic area of the District may not be expanded from the area set forth in Exhibit "A" attached hereto without the prior written consents of the Town Board of the Town of Halfmoon, the Authority and the Town Board of the Town of Clifton Park and without all other necessary governmental approvals and permits.

Section 5. FUTURE CUSTOMERS WITHIN THE DISTRICT.

Subject to all applicable rules and regulations of the Department of Environment Conservation and any other state and municipal agencies having jurisdiction, the Authority shall permit properties within the District which are not presently served to hookup to the Chelsea Place water system on the same terms and conditions (including without limitation, the payment of all applicable fees) as properties outside the District but, as of the date hereof, within the service area of the Authority as approved by DEC.

Section 6. DELINQUENT BILLS.

(A) To the extent allowed by law, the Town shall include on the tax bill of customers of the Authority within the District who are more than ninety (90) days delinquent in paying their bill the amount of any and all delinquent water bills (including, without limitation, interest, late fees and any other charges due to the Authority); provided the Authority has given written notice of the names, tax map numbers and the amount of the delinquent bills to the Town no later than October 1 of each year.

(B) The Town shall remit to the Authority the sums set forth in the notice from the Authority within forty-five (45) days of the date the Town receives such sums.

(C) Nothing contained in this Section shall be construed as limiting any other rights or remedies the Authority may have in connection with the collection of delinquent water bills. The remedy in this Section is intended to be cumulative and in addition to any other remedy or remedies the Authority possesses.

Section 7. DISTRICT SUBJECT TO RULES AND REGULATIONS OF THE AUTHORITY

(A) The serviced portion of the District and/or Town and the properties and customers therein shall at all times be subject to the rules and regulations of the Authority, as the same may be issued and amended from time to time (including, without limitation, the Authority's right to inspect its property and the payment by customers of disconnection and reconnection charges). The parties agree that such rules and regulations shall be applied (except as otherwise expressly set forth herein) fairly and equitably to customers of the Authority inside and outside of the District. Nothing contained in this Agreement

shall preclude the Authority from issuing rules and regulations which differentiate between or among classes of customers, as long as such classifications are not based upon the fact that a customer is located inside or outside of the District. For example, and not by way of limitation, nothing herein shall preclude the Authority from imposing certain restrictions which are applicable only to business customers (or only to certain types of businesses), as opposed to residential customers, provided such restrictions apply equally to the businesses (or types of businesses) served by the Authority within and outside of the District.

(B) The District shall, to the extent deemed necessary or desirable by the Authority, take the appropriate steps to ensure that the rules and regulations of the Authority, as issued and amended from time to time, are applicable to the serviced portion of the District and the properties and customers therein.

(C) The Authority shall send copies of all amendments to the rules and regulations adopted after the date hereof to the District not less than the (10) days before any such amendment becomes effective.

Section 8. NOTICES

(A) All notices and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered to the applicable address stated below by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery. The addresses which notices and other communications shall be delivered are as follows:

If to the Authority:

Town of Clifton Park Water Authority
661 Clifton Park Center Road
Clifton Park, New York 12065 Attn:
Administrative Director

If to the District:

Halfmoon Water Supply District No. 1 c/o
Halfmoon Town Hall
2 Halfmoon Town Plaza
Halfmoon, New York 12065
Attn: Supervisor

If to the Town:

Halfmoon Town Hall
2 Halfmoon Town Plaza
Halfmoon, New York 12065
Attn: Supervisor

(B) The Authority, the District and the Town may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

Section 9. MISCELLANEOUS .

(A) The headings preceding the text of the several sections of this Agreement shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

(B) This Agreement shall be construed in accordance with the applicable laws of the State of New York.

(C) If any one or more of the agreements provided herein on the part of the District, the Town of Halfmoon, or the Authority to be performed shall, for any reason, be held or shall, in fact, be inoperative, unenforceable or contrary to law, in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance. Further, if any one or more of provisions herein should be contrary to law, then such provision or provisions shall be deemed separable from the remaining portions hereof and shall in no way effect the validity of any of the other provisions hereof.

(D) This Agreement may not be amended, changed or modified except by a written instrument duly executed and delivered by the parties hereto.

Section 10. LIMITED OBLIGATIONS.

(A) The obligations, undertakings and duties (collectively the "Duties") of the Authority contained herein shall not constitute or give rise to an obligation of the State of New York or the Town of Clifton Park, New York and neither the State of New York nor the Town of Clifton Park shall be liable in any way whatsoever herein.

(B) All Duties of the Authority contained herein shall be deemed to be Duties of the Authority and not of any member, officer, servant or employee of the Authority in his/her individual capacity and no recourse under or upon any such Duty or for any claim based thereon on hereon or in any way relating thereto or hereto shall be had against any such member, officer, servant or employee of the Authority and any or all such claims are hereby waived by the District and the Town as additional consideration for and as a condition precedent to the execution hereof by the Authority.

(C) Except as otherwise provided by law, the Duties of the District contained herein shall not constitute or give rise to an obligation of the State of New York or the Town of Halfmoon, New York and neither the State of New York nor the Town of Halfmoon shall be liable in any way whatsoever thereon.

(D) All Duties of the Town of Halfmoon contained herein shall be deemed to be Duties of the Town and not of any member, officer, servant or employee of the Town of Halfmoon in his/her individual capacity and no recourse under or upon any such Duty or for any claim based thereon on hereon or in any way relating thereto or hereto shall be had against any such member, officer, servant or employee of the Town of Halfmoon and any or all such claims are hereby waived by the District and the Authority as additional consideration for and as a condition precedent to the execution hereof by the Town of Halfmoon.

Section 11. ARBITRATION.

Any controversy arising under, out of, in connection with, or relating to, this Agreement, and any amendment thereof, or the breach thereof, shall be determined and settled by arbitration in accordance with the rules of the American Arbitration Association as then in effect. Any award rendered therein shall be final and binding on each and all of the parties thereto and their personal representatives and judgment may be entered thereon in any court having jurisdiction thereon.

IN WITNESS WHEREOF, the parties hereto have caused this Water Supply Agreement to be executed by their respective duly authorized representatives and to be dated as of the day first above written.

CLIFTON PARK WATER AUTHORITY

BY: _____
Helmut Gerstenberger, Chairman

HALFMOON WATER SUPPLY DISTRICT No. 1

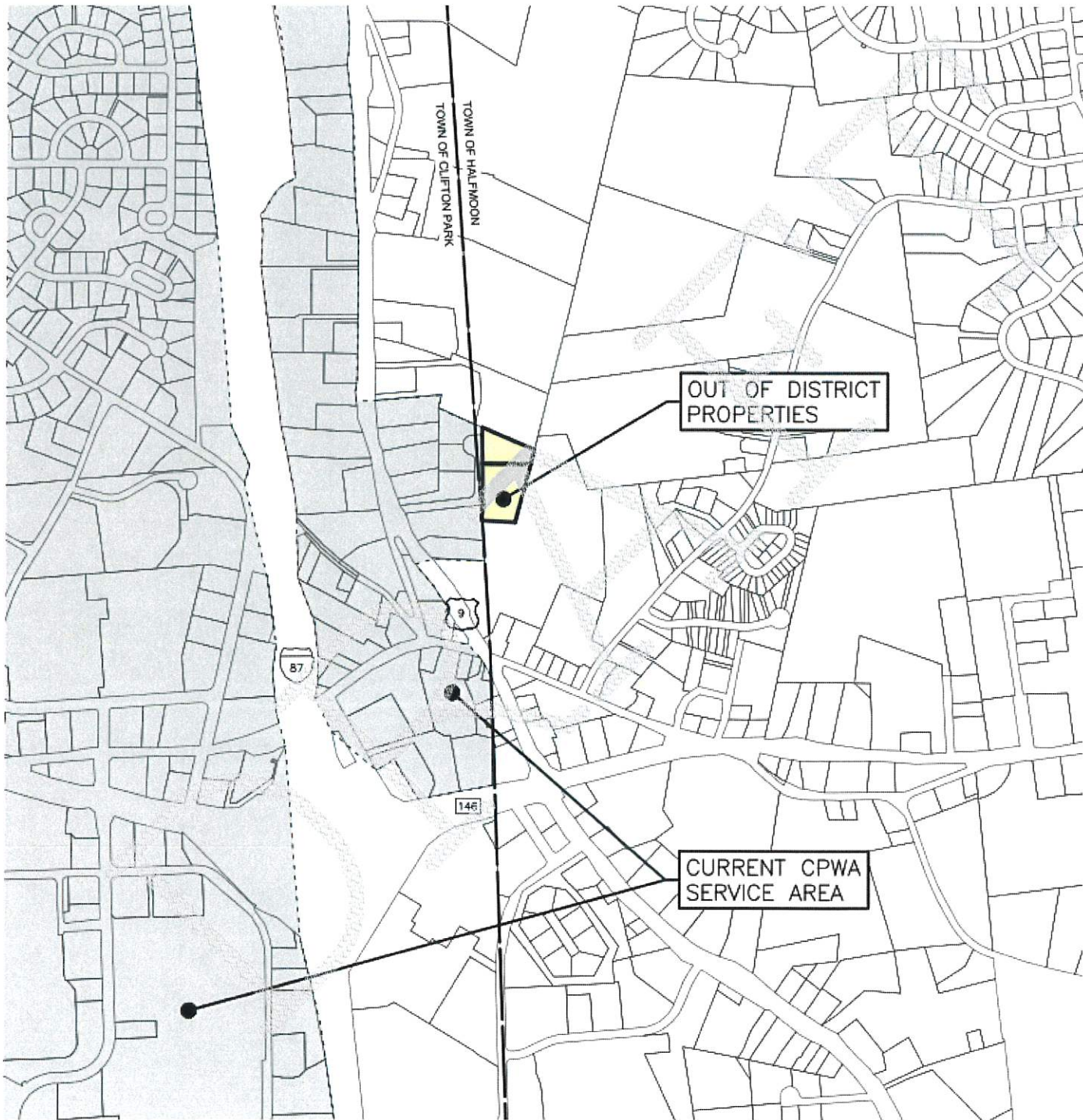
BY: _____
Kevin Tollisen, Town Supervisor

TOWN OF HALFMOON

BY: _____
Kevin Tollisen, Town Supervisor

DRAFT

EXHIBIT "A"



SENT VIA EMAIL ONLY

July 8, 2026

Supervisor Kevin Tollisen
Town of Halfmoon
2 Halfmoon Town Hall Plaza
Halfmoon, NY 12065

ktollisen@townofhalfmoon.org

Re: Battery Energy Storage Systems (BESS) Research, Mapping & Planning Support
MJ Proposal No. 2026305 for Planning and Engineering Services

Dear Supervisor Tollisen:

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. (MJ) is pleased to provide the Town of Halfmoon (Town) with this proposal for planning and engineering services associated with Battery Energy Storage Systems (BESS) Research, Mapping & Planning Support. MJ's project understanding and associated Scope of Services are included below.

PROJECT UNDERSTANDING

Based upon information provided by the Town during a virtual meeting with Town staff on June 23, 2026, MJ understands the following:

- The Town is taking a proactive approach in planning for future demand for battery energy storage facilities.
- The Town has placed a moratorium on battery storage facilities to research and review data and information related to best land use practices in anticipation of preparing local laws to establish a policy guiding these land uses.
- The Town is seeking professional planning assistance to research best practices, benefits and challenges and potential impact of battery storage facilities as well as conduct a site suitability mapping analysis.

MJ offers the following Scope of Services for your consideration.

SCOPE OF SERVICES

Task 01: Project Coordination & Committee Meetings

Technical Team Coordination: MJ will facilitate Technical Team coordination meetings (in-person or virtual). The Technical Team would likely include Town planning staff as well as the Town Attorney and would guide the process and administrative items.

BESS Memorandum: MJ will prepare a memorandum to be presented to the Town Board that evaluates best practices, the benefits and challenges, and potential impacts on emergency services.

Site Suitability Mapping Analysis: MJ will prepare suitability mapping and analysis to evaluate factors including proximity to substations and utilities, topography and slopes and other relevant siting factors.



21 Corporate Drive
Clifton Park, NY 12065



518.371.0799
mj@mjteam.com
mjteam.com



Fishkill, NY
Saranac Lake, NY
Levittown, NY
Picatinny, NJ





Town Board Presentation: MJ will present the BESS memorandum and site analysis mapping to the Town Board.

Deliverables:

- Up to four (4) Technical Team meetings;
- BESS Memorandum (one draft and one final)
- Presentation at one Town Board meeting

ASSUMPTIONS

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

1. The Town will secure meeting space for the meetings and any public meetings that may be necessary.
2. SEQRA assistance is not included (i.e., preparation of EAF, resolutions, coordinated review, etc).
3. MJ will notify the Town when 85% of the fee listed below is expended and provide an update on remaining tasks and estimated budget to complete each task.

SCHEDULE

This technical support is anticipated to be for a duration of one year from notice to proceed.

FEE

MJ proposes completing the above-listed services for an **Hourly Not-to-Exceed fee of \$15,000**. MJ will invoice the Town on a monthly basis based upon the number of hours completed in that period. The fee assumes there are no significant changes resulting from decisions, conditions, and/or events beyond MJ's control.

SUMMARY

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

Sincerely,

Michael D. Panichelli, P.E.
President

Cc: Ca. Dooley, File



AUTHORIZATION TO PROCEED

In accordance with the Consultant Master Services Agreement dated January 1, 2026, between MJ and the Town of Halfmoon, I hereby authorize MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. to proceed with the scope of services as described above.

Supervisor Kevin Tollisen
Town of Halfmoon

Date

DRAFT



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

DOUGLAS MIKOL,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PXTD911	7/14/2025	26-00819	7182236	\$9,849.66

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Apple iPad Pro - M5 - 13" - 256GB - Wi-Fi + Cell - Standard - Space Black	6	8542765	\$1,641.61	\$9,849.66

Mfg. Part#: ME7W4LL/A

Contract: Sourcewell 121923-CDWG Tech Catalog GOV ONLY (121923)

SUBTOTAL	\$9,849.66
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$9,849.66

PURCHASER BILLING INFO

Billing Address:
TOWN OF HALFMOON
E-VOUCHER BLANK VCHR ON FILE
2 HALFMOON TOWN PLZ
ACCOUNTS PAYABLE
CLIFTON PARK, NY 12065-6550
Phone: (518) 371-7410
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
TOWN OF HALFMOON
ATTN:FRANK TIRONI
2 HALFMOON TOWN PLZ
HALFMOON, NY 12065-6550
Phone: (518) 371-7410
Shipping Method: UPS Ground (2- 3 Day)

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Angelo Cappetta | (855) 822-9415 | angelo@cdwg.com

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

Apple

Customer's use of iCloud, the Products or either of their incumbent software or functionality is subject to compliance with all end user licenses agreements ("EULAs"), Product terms and conditions, and iCloud terms and conditions (available at www.apple.com/legal/internet-services/icloud/en/terms.html) and any other terms and conditions provided by Apple. Customer shall not use the Products, iCloud Storage APIs and iCloud service, or any component or function thereof, (i) to create, receive, maintain, or transmit protected health information (as defined at 45 C.F.R. § 160.103); or (ii) in any manner that would make Apple or any other third-party distributor, supplier, or provider of those technologies a business associate, as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") at 45 C.F.R. § 160.103, of the Reseller or any third party. If Customer is purchasing AppleCare, Customer agrees to the following terms and conditions: (i) Service Plan Terms and Conditions. Customer agrees to the Service Plan Terms and Conditions available at www.apple.com/legal/sales-support/applecare/os-reseller-support/; (ii) Customer Responsibilities. Customer must be actively enrolled in AppleCare for Enterprise in order to purchase a Support Incident and receive Support Services thereunder. Customer will cooperate with Reseller when seeking Support Services by providing information necessary to assist Reseller in diagnosing an issue. Customer is responsible for any and all restoration or reconstruction of lost or altered files, data or programs. Customer will maintain and implement a complete data backup and disaster recovery plan. Customer is solely responsible for any and all security of confidential, proprietary or classified information of Customer and any third parties whose data Customer possesses or processes. Customer will not disclose to Reseller confidential, proprietary or any information that is subject to intellectual property rights that may expose Reseller to liability; and (iii) Data Protection. Customer agrees and understands that it is necessary for Reseller to collect, process and use Customer data in order to perform the service and support obligations under the Support Incident. This may include transferring Customer data to affiliated companies, service providers, and/or Apple.

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Thank you for choosing CDW. We have received your quote.

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IT Solutions

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Research Hub

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For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PXQR004	7/7/2025	MSI	7182236	\$7,090.25

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MSI DP21 14M-897US SFF PC Intel Core i7-14700 32GB 1TB NVMe SSD W11P 3Y War	5	8375397	\$1,418.05	\$7,090.25
Mfg. Part#: PRODP2114M897				
Contract: Sourcewell 121923-CDWG Tech Catalog GOV ONLY (121923)				

SUBTOTAL	\$7,090.25
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$7,090.25

PURCHASER BILLING INFO	DELIVER TO
Billing Address: TOWN OF HALFMOON **E-VOUCHER** BLANK VCHR ON FILE 2 HALFMOON TOWN PLZ ACCOUNTS PAYABLE CLIFTON PARK, NY 12065-6550 Phone: (518) 371-7410 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: TOWN OF HALFMOON 2 HALFMOON TOWN PLZ ACCOUNTS PAYABLE HALFMOON, NY 12065-6550 Phone: (518) 371-7410 Shipping Method: UPS Ground (2- 3 Day)

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: July 15, 2026

TO: Town Board
Town of Halfmoon

FROM: Laurie Sullivan
Comptroller

SUBJECT: Creation of Appropriations

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

Information Only: The above was derived from the following breakdown of charges to be paid on July 16, 2026, Abstract for engineering and related fees.

DEBIT:	Revenues	25-980	\$231.00
	Subsidiary: Home & Community Services		
		25-4-2189.00	\$231.00
CREDIT:	Appropriations	25-960	\$231.00
	Subsidiary: Engineering Contractors Inspections		
		25-5-1440.40	\$231.00

<u>NAME</u>	<u>AMOUNT</u>
Creekview Estates	\$ 231.00
Total	<u>\$ 231.00</u>