



**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

SEND YOUR INVOICE TO:

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

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



SEND YOUR INVOICE TO:

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 of 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: APInvoices@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 it's 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