

The January 7, 2026 meeting was called to order at 7:00 pm by Town Supervisor Tollisen in the A. James Bold Meeting Room with the following members present:

Kevin J. Tollisen, Supervisor
Eric A. Catricala, Deputy Town Supervisor
Jeremy W. Connors, Councilman – EXCUSED
Paul L. Hotaling, Councilman
John P. Wasielewski, Councilman
Kelly L. Catricala, Town Clerk
Lyn A. Murphy, Town Attorney
Cathy L. Drobny, Deputy Town Attorney

WORKSHOP - BOARD ROOM - 6:15 pm

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

COMMUNITY EVENTS:

The “BUY A BRICK” Program: for the Halfmoon Veterans Walk of Honor at the Halfmoon Veterans Memorial in the Town Park is now accepting orders. Create a lasting tribute for your veteran. For more information, please call 518-371-7410 ext. 2200 or visit our website www.townofhalfmoon.ny.gov.

FARMER’S MARKET: Every Wednesday from 2:00 pm to 5:00 pm in the 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 for upcoming events: 250th Anniversary of the Revolutionary War, more information to come.

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): (1) Chair of Personnel Committee, (2) Co-Liaison to Planning Board, (3) Co-Chair of Business and Economic Development Committee, (4) Chair for Parks and Athletics Organizations, (5) Liaison to Trails & Open Space Committee.

Councilman Catricala: Thank you, I have no report this evening.

Paul Hotaling (Town Board Member): (1) Chair for Recreation & Character Counts, (2) Ethics Committee, (3) Co-Liaison to Comprehensive Plan Update Committee, (4) Chair of Infrastructure & Safety (Water, Highway, Building & Maintenance), (5) Liaison to the Information Technology Department.

Councilman Hotaling: Thank you, I have nothing this evening.

John Wasielewski (Town Board Member): (1) Co- Liaison to Planning Board, (2) Chair of Committee of Emergency Services & Public Safety, (3) Liaison to Animal Control and related services.

Councilman Wasielewski: No report Mr. Supervisor, thank you.

Jeremy Connors (Town Board Member): (1) Liaison to Zoning Board; (2) Chair of Business and Economic Development Committee (3) Chair for Not-for-Profit Organizations (4) Liaison to Comprehensive Plan Update Committee.

Councilman Connors: Excused

Kelly L. Catricala: (Town Clerk): No report, thank you.

Dana Cunniff (Receiver of Taxes): Chair of Committee on Residents Relations

Lyn Murphy, Esq., (Town Attorney): I would ask that the Town Board consider a resolution authorizing the purchase of a 2100i truck mounted single engine combination sewer cleaner.

RESOLUTION NO.61-2026 that the Town Board authorizes the purchase of a 2100i Truck Mounted Single Engine Combination Sewer Cleaner.

Resolution Introduced by Superintendent of Highways Bryans

Offered by Councilman Hotaling, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, & Catricala. Connors -Excused

RESOLVED, that the Town Board authorizes the Superintendent of Highways to purchase a Truck Mounted Single Engine Combination Sewer Cleaner pursuant to Sourcewell Contract #101221-VTR in the not to exceed amount of \$581,959.00 from Joe Johnson Equipment consistent with the proposal dated 11/7/2025 and to authorize the Town Supervisor to execute any documentation necessary to effectuate the purchase, subject to the review and approval of the Town Attorney.

Supervisor Tollisen: Is this Highway Funds?

Town Attorney Murphy: That is correct.

Councilman Wasielewski: On the motion Mr. Supervisor, is there a cost to this? I see it listed here as \$581,959.00.

Attorney Murphy: Not to exceed \$581,959.00.

Councilman Wasielewski: Yes, not to exceed the \$581,959.00.

Attorney Murphy: It is off Sourcewell, off the State bid contract.

Councilman Wasielewski: Ok, thank you.

Cathy Drobny, Esq. (Deputy Town Attorney): I have no report, thank you.

PUBLIC COMMENT (For discussion of agenda items)

John DelGiudice, 49 Mann Boulevard, Halfmoon, NY: Resolution number 57, I was curious as to since you are approving this, I was curious as to when this was posted and the details of whether there were other bids, or the nature of the approval.

Attorney Murphy: MJ Engineering has been working with the Town, when it is an engineering firm, it's a specialized service so you do not have to go out to bid, they are considered to be a unique, classified, technological contract, so you do not have to bid it. They are our Town engineers, and they have been working with our Water Department and this Board to replace all the potable water systems in the Town as they are starting to age out, and we do not want to have obviously breakage, etcetera.

John DelGiudice: I've look at your records, and I've seen that MJ Engineering has also made contributions to the Republican Party.

Attorney Murphy: That has nothing to do with this Board.

John DelGiudice: So, thank you.

Attorney Murphy: You're welcome.

Supervisor Tollisen: Is there anyone else? We have someone online.

Christine Matthews, 5 Cinnamon Lane, Halfmoon, NY: I have a brief statement for the record to submit

Supervisor Tollisen: Would you please provide your full name and address for the record?

Christine Matthews: I'm sorry, yes I can. Christine Matthews, 5 Cinnamon Lane in Clifton Park, which is in the Olde Dater Farm Development. I respectfully submit this statement for the record regarding Resolution 57, which authorizes the Town Supervisor to enter into and execute a contract with MJ Engineering for engineering services related to the Crescent–Vischer Ferry Road Water Main Replacement Project.

I understand that, under NYS law, political contributions alone do not necessarily constitute a statutory conflict of interest under New York General Municipal Law (GML) §§800–809.¹ However, New York State ethics guidance also makes clear that public officials should be mindful not only of actual conflicts, but of situations that may reasonably give rise to an appearance of impropriety or undermine public confidence in municipal decision-making.² When an entity that stands to benefit from a discretionary Town contract has also made contributions to a political committee associated with Town leadership, it is reasonable for members of the public to question whether appropriate safeguards have been considered to ensure impartiality and transparency. This concern is heightened when the resolution authorizes a single individual or official to both approve and execute the agreement. In such circumstances, best practices commonly cited by state oversight authorities include advance review of potential appearance issues, disclosure on the record, and, where appropriate, recusal of delegation of contract execution authority.³ These steps help protect both the integrity of the decision and public trust in Town governance, regardless of whether a technical conflict arises. So, accordingly, I respectfully request clarification as to whether the potential appearance-of-impropriety concerns related to Resolution 57 were reviewed in advance of the vote, and whether any disclosures or recusals were considered to ensure transparency and maintain public confidence.

Thank you for including this statement in the public record and for your attention to this matter.

Footnotes / Citations

1. New York General Municipal Law §§800–809 – Defines prohibited conflicts of interest for municipal officers and employees, requiring a direct or indirect financial interest in a contract.

2. New York State Comptroller, Opinions of the Comptroller, e.g., Opns. St. Comp. No. 92-17 and No. 2006-08, emphasizing that public officials must avoid not only actual conflicts but also situations creating an appearance of impropriety.
3. New York State Comptroller, Local Government Ethics Guidance – Advises disclosure and recusal where circumstances could reasonably raise questions regarding impartiality, even where no statutory conflict exists.

Attorney Murphy: Ms. Matthews, this is Lyn Murphy, the Town Attorney. If you would submit that, I think you are reading something, so that we have an official copy for the record, obviously the Town Clerk can transcribe it, but I want to make sure it is as accurate as possible. Thank you.

Christine Matthews: I can, who would I email that to?

Attorney Murphy: Kelly Catricala, the Town Clerk. And I will assure you as the Town Attorney....

Christine Matthews: I can email that to Kelly?

Attorney Murphy: Yes, and she will distribute it to the entire Board.

Christine Matthews: In your discussions regarding the resolution, if you could just address whether or not there has been any review that would require the Town Supervisor to delegate the authority to someone else...

Attorney Murphy: I just want to be very clear with you; the Town Supervisor does not have authority to approve this contract. This entire Board has to vote; they all have the equal voting power. He is the signing authority, which is set forth by both the In-town law and in the Organizational Minutes, and if you look through the Organizational Minutes, you'll see that MJ is in fact the Town Engineer, they are designated. This is done in the open, there is no appearance of impropriety, there is no conflict, no one on this Board is making money from MJ, no one is on staff with them, and it is typically a five-person Board, who each vote independently as it relates to any kind of contract. The difference is the Supervisor has authority to sign it, he cannot sign it without the rest of the Board saying we approve going forward with this project, and the person who really oversees these projects is the Director of Water, because he is the one most familiar with our infrastructure system and how potable water is transported throughout the Town. He is the one who is licensed to make those decisions and make these suggestions to the Town Board to proceed.

Christine Matthews: I appreciate your feedback, and I will submit my written statement for the record. Thank you very much for your time this evening everyone.

Supervisor Tollisen: Thank you. Anything else Ms. Matthews?

Christine Matthews: That is it for me tonight.

Supervisor Tollisen: Alright, thank you. Does anyone else have any questions or comments on the agenda this evening?

No one came forward

DEPARTMENT REPORTS

DEPARTMENT MANAGER MONTHLY REPORTS (Can be viewed at the Town Clerk's Office) Animal Control, Highway, Senior Express, Town Clerk, Water

CORRESPONDENCE

1. Received from the Halfmoon Fire District #1 Board of Fire Commissioners, their Notice of Organizational Meeting, and Notice of Regular Meetings.

Received & Filed

2. Received from the Capital District Regional Planning Commission (CDRPC), their 2024-2025 Annual Report.

Received & Filed

OLD BUSINESS

NEW BUSINESS

RESOLUTION NO.55-2026

Offered by Councilman Wasielewski, seconded by Councilman Hotaling: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, & Catricala.

Connors-Excused

Resolution Introduced by Town Clerk Catricala

RESOLVED, that the Town Board approves Town Board Meeting Minutes of December 16, 2025.

RESOLUTION NO.56-2026

Offered by Councilman Hotaling, seconded by Councilman Wasielewski: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, & Catricala.

Connors-Excused

Resolution Introduced by Town Clerk Catricala

RESOLVED, that the Town Board approves the minutes of the Special Town Board Meeting of December 29, 2025 as presented.

RESOLUTION NO.57-2026

Offered by Councilman Catricala, seconded by Councilman Wasielewski: Approved by the vote of the Board: Ayes: Tollisen Hotaling, Wasielewski, & Catricala

Connors-Excused

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

RESOLVED, that the Town Board authorizing the Supervisor to enter into an agreement with MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. (MJ Engineering) to provide engineering services associated with the replacement of the existing water main on Jones Road as part of the current Crescent Vischer Ferry Road Water Main Replacement Project consistent with the proposal submitted by MJ Engineering dated December 23, 2025, in the not to exceed amount of \$53,200.00 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 NO.58-2026

Offered by Councilman Hotaling, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, & Catricala

Connors-Excused

**Resolution Introduced by Recreation Director Department of Aging and Youth
Hayes**

RESOLVED, the Town Board authorizes the Recreation Director Department of Aging and Youth to dispose of the donated popcorn machine by whatever means the Director deems appropriate as the machine is in disrepair and that the Town's Asset Inventory list will be updated to reflect that the popcorn machine EQ-20-0013 is no longer being used for Town purposes, subject to the review and approval of the Town Attorney.

RESOLUTION NO. 59-2026

Offered by Councilman Hotaling, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, & Catricala
Connors-Excused

Resolution Introduced by Personal Computer Tech Mikol

RESOLVED, that the Town Board hereby authorizes the Supervisor to enter into an agreement with ABS Solutions, LLC, to provide 10 GB fiber for Town Hall to Justice Building pursuant to proposal No. 46884 dated 12/29/2025 in the not to exceed amount of \$1,784.00 and further authorizes the Supervisor to execute said agreement, subject to the review and approval of the Town Attorney.

RESOLUTION NO.60-2026

Offered by Councilman Hotaling, seconded by Councilman Wasielewski: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, , & Catricala
Connors-Excused

Resolution Introduced by Supervisor of Buildings & Grounds Maiello

RESOLVED, that the Town Board hereby authorizes the Supervisor to enter into 3 year agreements with Southworth-Milton, Inc. d/b/a Milton Cat to provide inspections and preventive maintenance to equipment owned by the Town of Halfmoon, in the not to exceed amount of \$97,361.44, and hereby authorizes the Supervisor to execute said agreements, subject to the review and approval of the Town Attorney.

PUBLIC COMMENT (For discussion of non-agenda items)

John Mitchell, 6 Milton Court, Halfmoon: I want to enter in the public record a suggestion I made in July to Kevin and the Board that the, I'll read as much as I should:

This letter recommends that the Halfmoon Town Board adopt the **Third Edition (2025) Revision of the NACTO urban bikeway design guide**. Also, I recommend that the Halfmoon Highway and Planning Departments apply the engineering guidelines it contains, whenever and wherever appropriate.

I don't know that these recommendations should come from TOSC - as it is outside and beyond our normally accepted role. However, I would be open to the opinions of you and the others, in the town.

As seen in the below screen capture, I recently indulged in one of my favorite meetings - the **Capital Region Transportation Council's (CRTA) Active Transportation Advisory Committee (ATAC)**. This group evolved from the CDTC's Bicycle and Pedestrian Advisory Committee.

For anyone interested, the YouTube recording of that 7/8/25 Meeting can be found at <https://www.youtube.com/watch?v=ZS60Ta3j0-o>

In that meeting, the feature presentation (which obviously caught my attention) focused on the above mentioned 2025 Revision of the NACTO urban bikeway design guide. The presenter was one of the revision's significant co-authors, Matt Drosante, who had also served as the President of NACTO before moving to a different organization.

The NACTO (National Association of City Transportation Officials) mission statement says they are an "association of North American cities and transit agencies formed to exchange transportation ideas, insights, and practices and cooperatively approach national transportation issues." In short, they appear to be leaders in SOLVING transportation issues – especially for bike riders and pedestrians.

For revision highlights, etc., see the Press Release called "NACTO Launches New Urban Bikeway Design Guide for the Next Generation of Innovative Cycling Infrastructure". <https://nacto.org/latest/nacto-launches-new-urban-bikeway-design-guide-for-the-next-generation-of-innovative-cycling-infrastructure/>

FYI, a hard copy of the revised document can be bought at <https://islandpress.org/books/urban-bikeway-design-guide-third-edition#desc> and an electronic version can be downloaded, for free, at <https://nacto.org/publication/urban-bikeway-design-guide/>.

The official adoption process is described in <https://nacto.org/wp-content/uploads/NACTO-Design-Authority-for-Cities-1.pdf>.

That same one-page document also highlights the 2021 Federal Infrastructure Investment and Jobs Act (IIJA) which I quote below:

"grants cities explicit permission* to use the federally recognized design guidance of their choice when implementing federally funded projects on city-owned streets. Congress and the FHWA [Federal Highway Administration] have recognized the NACTO Urban Street Design Guide and Urban Bikeway Design Guide. NACTO standards are compliant with, but not a substitute for, the Manual on Uniform Traffic Control Devices [MUTCD]."

It goes on to say, "Per FHWA, Cities and communities looking to apply the Urban Street Design Guide and Urban Bikeway Design Guide to federally-funded local projects can now do so, without State permission."

Note that the choice of terms such as "urban and city" were made for non-binding reasons. Matt Drosante clarified that all of these recommendations equally apply to towns or even smaller communities. As an example, it was suggested that a private school could seek a school zone.

In my opinion, there are many Halfmoon places where this guide should be useful. These include:

1. Sections of Canal Road between Beach Road and Clam Steam Road, assuming that a 100% off-road Erie Towpath trail is not an option.
2. Fellows Road, past Falcons Trace, from Upper Newtown Road to 236.
3. The 146 Marketplace development - including Cemetery Road, Old 146 and the reconfigured intersection of Plant Road at 146.
4. Connecting Vosburg Preserve to the Zim Smith trails, especially on Staniak Road.
5. On or beside the shoulders of Routes 146, 236 and 9.
6. Rt 146 up to the Mechanicville City line. This section of Halfmoon include potential road diet, traffic calming and improving the traffic light at Hudson

River Road, including a safe “pedestrian crossing” and safer (currently blind) merging up the hill.

7. Huge numbers of potential 146, 236 and 9 “pedestrian crossings”, in Halfmoon.

Naturally, I would be glad to discuss any of the above and to document and “revisit” many items like Advisory Bike Lanes <https://ruraldesignguide.com/mixed-traffic/advisory-shoulder> and other “historical objectives” that I have championed.

This is done with the belief that the “winds of change” have gone from a headwind to a following wind - with both the passage of time and having seen the popularity of alternative transportation around COVID.

I submit this for your consideration, thank you for your services.

Supervisor Tollisen: Thank you John. Is there anyone else who would like to speak? Anyone online? Hearing no one, motion to adjourn.

ADJOURN

There being no further business to discuss or resolve on a motion by Councilman Hotaling and seconded by Councilman Wasielewski, the meeting was adjourned at 7:22 pm.

Respectfully Submitted,

Kelly L. Catricala Town Clerk



December 23, 2025

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

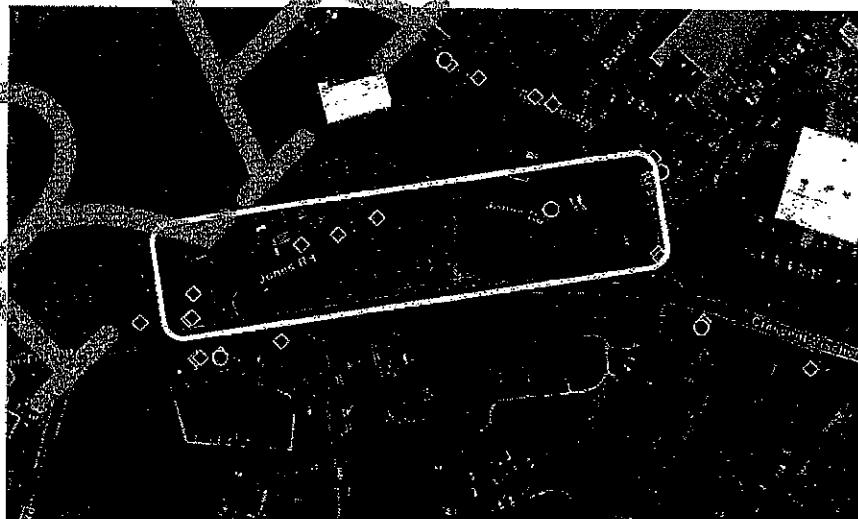
Re: Crescent Vischer Ferry Road Water Main Replacement
MJ Project No. 964.140
Supplemental Proposal for Engineering Services

Dear Supervisor Tollisen:

M.J. Engineering and Land Surveying, P.C. (MJ) is pleased to provide the Town of Halfmoon (Town) with this proposal for engineering services associated with the replacement of the existing water main on Jones Road as part of the current Crescent Vischer Ferry Road Water Main Replacement Project. Based on previous discussions with the Town and MJ's project understanding, the associated Scope of Services are included below.

PROJECT UNDERSTANDING

The Town's water distribution currently serves multiple residential parcels in the project area. The Town's water distribution system on Jones Road was constructed over 40 years ago. The water main, hydrants, and valves are aging and the water main has experienced periodic breaks, resulting in disruption of water service to the area residences. To improve the reliability of water supply and increase longevity of the Town's infrastructure, the existing water main is to be replaced.



The water system infrastructure in the project area consists of 8-inch diameter ductile iron pipe located on the south side of Jones Road with a crossing of Crescent Vischer Ferry Road (Saratoga County Route 92) at the western end of Jones Road to the existing 12-inch water main on Crescent Vischer Ferry Road. The project boundary is shown in the adjacent figure.

The proposed project includes installation of approximately 1,000 linear feet of 12-inch DR11 high-density polyethylene (HDPE) water main, two (2) hydrants, six (6) valves. A total of six (6) water services will be disconnected from the existing water main and reconnected to the new HDPE water main. Existing hydrants and valve assemblies will be removed. The proposed water main will be



21 Corporate Drive
Clifton Park, NY 12065



518.371.0799
mj@mjteam.com
mjteam.com



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





Installed via horizontal directional drilling. The new water main will connect to an existing 12-inch ductile iron pipe (DIP) water main at the Jones Road/ Crescent Vischer Ferry Road Intersection and a tee connection at this intersection will be made to connect an existing 8-inch DIP on Jones Road.

SCOPE OF SERVICES

Task 1: Field Investigation

A. Survey and Mapping

MJ will obtain topographical survey data in support of the project which will include the following:

- Collect topographic survey data through conventional survey over the entirety of the project site. Sufficient data will be collected to prepare mapping with 1-foot contours.
- Establish control points throughout the project corridor. Horizontal datum will be NAD 33 and vertical datum will be NAVD 88.
- Place a utility one call to identify utility owners in the area and request existing record plans and mark outs. Review any existing utility records in possession of the Town.
- Road rights-of-way, property boundaries, existing easements, and zoning setbacks will be shown on the mapping, as refined by tax maps and/or record maps provided by the Town and correlated to any property monumentation recovered during a field survey, and/or surveyed features that correspond to record mapping. MJ will not be completing a formal boundary survey of the project work areas.
- Locate all physical features within the project corridor including, but not limited to curbing, sidewalks, utility poles, culverts, manholes, streetlights, curb cuts, driveways and catch basins. Sanitary and storm structures will depict the elevations of the rims along with inverts and the size and directions of pipes. Underground utilities will be determined from observed surface evidence, recorded drawings obtained from the Town, and any mark out provided by contacting Dig Safe (Quality Level C).
- Existing electric, gas, and telephone conduits and structures will be shown on the mapping based on record information.
- Compile a base plan in AutoCAD Civil 3D 2024 format with 1' contours at a scale of 1" = 30' utilizing the data collected in the field and correlating utility records.

Task 2: Design Phase Services

A. Preliminary Design

- Conduct a site walkthrough with the Town to review the project area and identify site features, conditions, and/or constraints that will affect the performance of the work to be completed, and as needed to develop design plans for bidding proposes.
- Collect and review available existing information for the water system, including available record mapping and Town GIS mapping.
- Review the results of the topographical survey and mobile mapping to identify critical



features and/or constraints that may affect the design of the project.

- Prepare preliminary design drawings for review and approval by the Town.
- Update the preliminary engineering report to be prepared for the Crescent Vischer Ferry Water Main Replacement project with design information for the Jones Road area. The preliminary engineering report will be submitted to the Town and involved regulatory agencies for review and comment.

B. Final Design

Following Town approval of the preliminary design drawings for the Jones Road area, MJ will prepare final bid construction drawings. The bid documents will include information required for contractors to bid, procure, install, and properly test equipment and components of the project. Design documents will conform to applicable State, County, and local laws and codes for construction and bidding. It is assumed the work will be bid under one (1) General Construction Contract for the water main improvements as part of the Crescent Vischer Ferry Water Main Replacement project. The anticipated drawings for the Jones Road area will include.

- Existing Conditions and Removals Plan
- Water Main Plan and Profiles

MJ will also update the opinion of probable construction cost for the water main improvements based on the final documents prior to project bidding to ensure conformance with the project budget.

Task 3: Regulatory Agency Coordination

Included in Original Contract

Task 4: Bid Phase Services

Included in Original Contract

Task 5: Contract Administration Services

Review and process construction shop drawings and specifications submitted by Contractor for compliance with the design concept.

Respond to construction-related questions raised by the Contractor.

- Process minor design revisions, as required, to adjust the proposed construction to site-specific conditions. Major design changes, due to unforeseen conditions, are not included.
- Review and certify the Contractor's monthly and final payment applications. Payment applications will be prepared and submitted to the Town as needed.
- Conduct up to two (2) additional bi-weekly progress meetings at the Jones Road site to assure schedule conformance. Prepare and distribute meeting minutes as needed.
- Receive, review, and prepare change orders as required. Provide the Town with recommendations on the validity of the change orders.



- Conduct a final on-site project review, issue punch list, and Notice of Substantial Completion for the Jones Road section. Notice of Final Completion will be issued for the overall contract inclusive of the work on both Crescent Vischer Ferry Road and Jones Road.
- Compile equipment operation and maintenance manuals, start-up reports, warranty information, shop drawings and record plans as provided and developed by the Contractor, into a single final document package for delivery to the Town.

Task 6: Construction Observation Services

MJ will provide up to 160 additional hours of construction observation during critical phases of construction by a NICET Level III Inspector in the Saratoga County and Town right-of-way. Critical phases will include, but may not be limited to water main and valve connections to the existing water distribution system and system testing and disinfection. It is noted that the level of construction observation may vary and will be dependent upon the Contractor's specific work schedule. MJ will provide construction observation on an hourly rate basis such that only the hours spent will be billed, which may result in cost savings to the Town depending on the contractor's schedule.

As part of our construction observation services, MJ will perform the following tasks:

- Full-time inspection within the Saratoga County right-of-way to fulfill the County's highway work permit requirements.
- Verify that the construction work observed is in conformance with the Contract documents.
- Perform a detailed inspection of materials and items of work required by the Contract documents to support the Contractor's payment request.
- Coordinate the Contractor's construction activities with the Town.
- Inform the Town, in writing, of operations and procedures that may lead to a delay in the construction.
- Maintain a construction observation log describing progress, problems encountered and other pertinent information relative to the project. Any meetings conducted will also be documented.
- Inspect manufactured and shop-fabricated materials to ensure conformance with approved shop drawings.
- Supervise any on-site testing and maintain a log and file of tests and related reports.
- Maintain a set of record documents based upon redline mark-ups provided by the Contractor.

SCHEDULE

MJ will perform the outlined tasks in conjunction with the schedule developed for the Crescent Vischer Ferry Water Main Replacement project.



Crescent Vischer Ferry Road Water Main Replacement
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FEE

MJ proposes to complete the above-listed services for the following lump sum fees.

Task 01: Field Investigation Services	
• Topographic Survey and Mapping	\$4,000
Task 02: Design Phase Services	
• Preliminary Design.....	\$5,800
• Final Design.....	\$9,100
Task 03: Regulatory Agency Coordination	Included in original contract
Task 04: Bid Phase Services	Included in original contract
Task 05: Contract Administration Services	\$12,700
Task 06: Construction Observation Services*	\$21,600
Total Estimated Fee: \$53,200	

**The fee for construction observation services assumes 160 hours (based on an 4-week construction duration). Construction observations services to be billed as hourly not-to-exceed at \$135/hour.*

MJ will invoice the Town in accordance with the contract requirements. The fee assumes there are no significant changes resulting from decisions, conditions and/or events beyond MJ's control.

ASSUMPTIONS

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

1. The Town will provide:
 - a. Existing utility and record mapping if available.
 - b. Assistance to obtain access to project site.
 - c. Property lines to be established via tax maps.
 - d. Information regarding private buried and overhead site utilities not managed by public utility sources.
 - e. Payment for any fees, including applications, permits and other reviewing authority.
2. Project requires current NYS Prevailing Wage Rates for survey field personnel.
3. Right-of-way survey is not required. Property lines to be established via tax maps. Property boundaries shown on the survey will be approximate, and for orientation purposes only based on tax maps and evidence of possession located in the field. The survey will indicate tax map section, block and lot numbers and will note current owners and street addresses.
4. Contact will be made with UFPO prior to performing the ground survey. Utility identification by UFPO is limited to publicly owned lands only.
5. Geotechnical investigation is not included for the Jones Road section. Soil information obtained from the geotechnical investigation on Crescent Vischer Ferry Road will be used to assess soil conditions for bidding.



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6. Habitat assessments and archeological investigations (i.e., Phase 1A/1B/2) are assumed not required. If through correspondence with the NYSDEC and NYS OPRHP that this work is required, MJ can provide these services for an additional fee, under separate authorization.
7. Wetlands delineation and permitting through NYSDEC and the USACE and mitigation design are assumed not required. If through correspondence with the NYSDEC and USACE that this work is required, MJ can provide these services for an additional fee, under separate authorization.
8. Preparation of a Storm Water Pollution Prevention Plan (SWPPP) is not included. It is assumed that the total disturbance will be less than 1 acre.
9. Preparation of front-end contract and Division 01 specifications is included in the original contract.
10. The Contractor will be required, as part of the construction contract, to prepare record drawings for submission to the Town. Preparation of additional record drawings is not included.
11. No warranty, or guarantee, is expressed, or implied concerning the granting of permits or approvals required, or timelines for review and action, by regulatory agencies.

TASKS NOT INCLUDED IN THIS PROPOSAL

The following efforts are excluded from this scope of services:

1. Underground utility locating.
2. Cultural / archeological investigations.
3. Habitat assessments, wetlands delineation and permitting.
4. Threatened / endangered species investigations.
5. Preparation of temporary and/or permanent construction easements.
6. Materials testing and special inspections.
7. Construction survey stakeout and field survey verification.

SUMMARY

Thank you for the opportunity to provide a proposal for this project. We look forward to the opportunity to work with the Town on this project. Please do not hesitate to contact Carrie Dooley at 518-371-0799 or via email at carriedooley@mjteam.com. If you have questions or require additional information.

Sincerely,


Michael D. Panichelli, P.E.
President



Crescent Vischer Ferry Road Water Main Replacement
December 23, 2025
Page 7 of 7
MJ 964.140

Cc: Ca. Dooley
File

AUTHORIZATION TO PROCEED

I hereby authorize M.J. Engineering, Architecture, Landscape Architecture and Land Surveying, P.C. to proceed with the scope of services as described in this proposal.

Kevin Tollisen, Supervisor
Town of Halfmoon

Date



ABS Solutions, LLC

52 Corporate Circle
Suite 105
Albany, NY 12203
Phone: (518) 608-5848

Phone: (518) 608-5805 Fax: (518) 608-5808

Proposal

Date	Proposal #
12/29/2025	46884

Name / Address	Ship To
Town of Halfmoon Douglas Mikol 2 Halfmoon Town Plaza Halfmoon, NY 12065	Town of Halfmoon Douglas Mikol 2 Halfmoon Town Plaza Halfmoon, NY 12065

P.O. No.	Terms	Project
	Net 30	10GB Fiber for Town Hall to Justice

Description	Qty	Rate	Total
Trancievers // PEPPM Wholesaler Technology Catalog - 542242 - 001			
Sonicwall - SFP+ transceiver module - 10 GigE	2	160.00	320.00
AddOn - Network Upgrades Cisco SFP-10G-SR Compatible 10GBase-SR SFP+	2	200.00	400.00
AddOn HP J4858C Compatible TAA Compliant 1000Base-MX SFP	2	42.00	84.00
Fiber Cabling // Not on Contract			
QuickTreX - 12 Strand Indoor Plenum Rated Multimode 10-GIG OM3 50/125 Custom Pre-Terminated	1	980.00	980.00
Fiber Optic Cable Assembly with Corning Clarity LC to LC - Pulling Eye One End - 400 FT			

Thank you for your business.

Subtotal

\$1,784.00

I agree to invest in the products/services listed above. Please sign and fax to (518) 608-5808.

Sales Tax (0.0%)

\$0.00

Signature _____

Total

\$1,784.00



Billing # 2918700

Date:

12/24/2025 rev1

Customer # 2918700

Invoice to:		Site Information:		
Town of Halfmoon 2 Halfmoon Town Plaza Halfmoon, NY 12065		Town of Halfmoon 1 Halfmoon Town Plaza Halfmoon, NY 12065		
Attn:	Paul Maledio	Site Contact:	Frank Tironi	
E-mail:	grounds@townofhalfmoon.org	E-mail:	ftironi@townofhalfmoon.org	
Phone:	518-371-7410 x2532	Phone:	518-233-7489 / 518-371-7410 x2206	
Cell:		Cell:	518-339-5225	
Job Title:	Supervisor of Buildings & Grounds	Job Title:	Director of Water	
Make:	Caterpillar	Contract Years:	5	Service Schedule Type: Normal Weekday
Model:	G60F1	Contract Period:	1/1/2026 - 12/31/2030	# of PM Services 6
Serial #:	E4507B/001	Customer Equip #:	Justice Bldg	# of Secondary Events 6
KW:	60		E09725	
				Total # of Services 12
Notes: SALES TAX IS NOT INCLUDED IN THIS QUOTE. ALL WORK TO BE DONE DURING NORMAL WEEKDAY HOURS. THIS IS AN EXTENDED OIL DRAIN PROGRAM. FUEL (IF EQUIPPED) AND OIL FILTERS CHANGED DURING A PM 1.5 VISIT. PM 2 INCLUDES PM 1.5 PLUS OIL CHANGE. IF BATTERIES ARE BEING REPLACED, CUSTOMER TO SUPPLY LIFTING ASSISTANCE MOVING THE BATTERIES TO AVOID THE NEED FOR A SECOND TECH. BATTERY REPLACEMENT TO TAKE PLACE DURING A PM VISIT. THIS IS A PREVAILING WAGE AGREEMENT. ADD SALES TAX IF APPLICABLE. ASSUMES GROUND LEVEL GENERATOR INSTALLATION. "COMPLIANCE ENGINE" REPORT SUBMISSION, IF APPLICABLE, IS INCLUDED.				
Agreement Price:	\$ 12,849.73	PM Price Year 2:	2,287.58	Load Bank Test: \$ -
PM Price Year 1:	\$ 2,189.07	PM Price Year 3:	\$ 2,687.28	Battery Replacement: \$ 577.19
		Other Services:	\$ 108.61	ATS Test: \$ -
Description	Date of Service	Year	Price Each	
PM 1	PM 1	March	\$ 996.95	
PM 1.5	PM 1.5	September	\$ 1,192.12	
PM 1	PM 1	March	\$ 1,041.81	
PM 1.5	PM 1.5	September	\$ 1,245.77	
PM 1	PM 1	March	\$ 1,088.69	
PM 2	PM 2	September	\$ 1,598.58	
Other	PM 1	March	\$ 1,137.69	
Other	PM 1.5	September	\$ 1,360.41	
Other	PM 1	March	\$ 1,188.88	
Other	PM 1.5	September	\$ 1,421.63	
Battery Replacement	Last Battery: 03/2024 (1) 250-3368	March	2027 \$ 577.19	
		PREVAILING WAGE	PREVAILING WAGE	
ASSUMES GROUND LEVEL	ALL WORK TO BE DONE DURING			
GENERATOR INSTALLATION	NORMAL WEEKDAY HOURS,			
ADD SALES TAX IF APPLICABLE.	ADD SALES TAX IF APPLICABLE.		ADD SALES TAX IF APPLICABLE.	

Southworth-Milton, Inc. d/b/a Milton CAT, 100 Quarry Dr., Milford, MA 01757

STANDARD TERMS AND CONDITIONS OF CUSTOMER VALUE AGREEMENT aka CVA ("Terms and Conditions")

A. AUTOMATIC RENEWAL OF AGREEMENT

1. 12-Month Periods: This Agreement automatically shall continue to renew unless (1) the Customer terminates the Agreement via written notice to the Milton CAT Product Support Consultant 30 days prior to the End Date, (2) Milton CAT elects not to renew the Agreement, (3) the Parties execute a new CVA or similar agreement, or (4) total renewal price exceeds 10% increase, at which time a new agreement will be presented. Unless otherwise specified in the Customer Value Agreement to which these Terms and Conditions are attached (the "Agreement"), all Services provided by Southworth-Milton, Inc. d/b/a Milton CAT ("Milton") for the Customer/Owner/Owner's Agent ("Customer") are made on the following terms and conditions:

SERVICE HOURS: Milton will render maintenance, testing and/or inspections during the regular business hours of 7:00 a.m. – 3:30 p.m. Monday through Friday unless otherwise stated in the Agreement. Parts and labor provided outside the scope of the Agreement will be invoiced at the prevailing rates, with a 4-hour minimum labor charge for all emergency service work performed outside of regular business hours.

PRICES: Pricing is f.o.b. Customer's service location. Prices are exclusive of all national, federal, state, municipal, local or any other governmental excise, sales, use, occupational or like taxes or duties now in force or enacted in the future. Any such required to pay any such tax, fee, or charge, at time of sale or at any time thereafter, the Customer shall reimburse Milton therefore in accordance with the payment terms below.

PAYMENT TERMS: Invoices will be issued upon delivery of goods and/or services. Payment terms will be Net Thirty (30) Days from invoice date for Milton account holders and Net One (1) Day for non-account holders unless otherwise expressly agreed to in writing by Milton. Milton reserves the right to add to any account outstanding for more than thirty (30) days a service charge of one and one-half percent (1.5%) of the principle amount due at the end of each month or the maximum allowable legal interest rate if a lesser amount. Customer may not withhold any amount from Milton as retention for failure of Customer to receive payment from other parties or as an offset against any claims Customer may assert against Milton.

ENTRY TO PERFORM WORK: If Milton is required to enter Customer's premises in connection with activities related to this Agreement, Milton's rights of entry shall be subject to applicable governmental security laws and Customer's security regulations and procedures. If such requirements would prevent a technician from reaching the location where services are to be performed within the time set forth in the Agreement, the required response time set forth in the Agreement will be extended by the additional time taken by the technician to reach the service site due to the security regulations and procedures and Customer will be billed for such time. Once Milton is on site for a scheduled activity, additional labor charges may accrue if work is cancelled and/or postponed due to end-user's operational requirements or due to failure of auxiliary components/systems which are not part of the equipment covered by this Agreement.

REMOTE MONITORING: Milton CAT may offer remote monitoring dependent upon equipment make and model at an additional cost. Access to this information can be made available to the customer upon their request.

FORCE MAJEURE: Milton shall not be liable for any delay or failure to perform its obligations hereunder, if such delay or failure is due to any cause beyond the control of Milton, which include but are not limited to acts of God, unavailability or governmental authority or any cause beyond the reasonable control of Milton or its suppliers. The contract price does not include any additional costs passing to Milton CAT as a result of conditions external to Milton CAT over which Milton CAT has no control, including, but not limited to, supply-chain shortages, war, pandemics and tariffs."

CANCELLATION: Customer's cancellation of service, or any part thereof, will not be effective unless accepted by Milton in writing. Customer will pay Milton for any work which is complete and will pay Milton's charges for all work in process, raw materials and supplies on hand or for materials for which commitments have been made by Milton and additional charges Milton incurs as a result of such cancellation.

WARRANTY: Materials provided herein are warranted by Milton for twelve (12) months from the date of invoice, limited to defects in materials and workmanship from the Milton's supplier. Services provided herein are warranted by Milton for ninety (90) days or fifty (50) running hours, whichever is less, and limited to defects in service workmanship provided by Milton. Extended Service Coverage (ESC) and/or Power Protection Programs offered by Milton are available and will prevail if purchased separately and duly registered with Caterpillar, Inc. Inspection and/or service by Milton do not guarantee that failures will not occur in any given time frame between Milton's visits. Customer reserves the right to accept/reject any recommendation made by Milton regarding service, maintenance or repair of engines and equipment.

OTHER THAN AS EXPRESSLY PROVIDED HEREIN, MILTON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS THE COMPANY'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

LIMITATION OF LIABILITY: Milton's liability is limited to the value of the work, repair, or material actually contracted for under this Agreement. Milton shall not be liable for any losses, damages, injuries, or loss by Customer as a result of the failure of the equipment to perform or any loss or claim not herein specified, but of a contingent nature.

INDEMNIFICATION: Each party ("the indemnifying party") shall defend, indemnify and hold harmless the other party, including its employees, officers, directors, agents, successors, and assigns ("the indemnified party") against and to the extent of any and all damages, claims of liabilities, expenses (including reasonable attorney's fees) or injuries, including death, arising out of or resulting in any way from any negligent act or omission of the indemnifying party and/or its agents or employees, officials or directors. No party shall be entitled to indemnity for any damages or liabilities to the extent caused by that party's willful misconduct or gross negligence.

INSURANCE: Milton shall maintain at all times, at its sole cost, at least the following coverage under the following: 1. Commercial General Liability including but not limited to (i) injury to person, (ii) damage to property, (iii) contractual liability coverage, (iv) personal injury liability in an amount not less than one million dollars (\$1,000,000) for each occurrence, 2. Customer and its affiliated and wholly-owned subsidiaries as additional insureds. 2. Business automobile Liability for owned, hired, and non-owned vehicles in an amount not less than one million dollars (\$1,000,000) for each accident. 3. Workers' Compensation at required statutory rate. These insurance requirements may be met by a combination of general liability and excess umbrella policies.

MODIFICATION: These Terms and Conditions may not be altered, modified, waived, abandoned, or terminated in any manner whatsoever by the Customer, and all changes and/or modifications are expressly agreed to in writing by the Milton. Lack of enforcement on the part of the Milton of any provision contained herein does not negate the obligation.

ASSIGNMENT: This Agreement may not be assigned by Customer without the written consent and any attempt to do so shall be null and void and of no effect.

DISPUTE RESOLUTION: If a dispute arises related to this Agreement, the parties will attempt to resolve it through our meetings, we both agree to utilize mediation before commencing any legal proceedings.

APPLICABLE LAW/ VENUE: The Agreement and any subsequently placed Orders issued hereunder shall be governed by and construed in accordance with the laws where the equipment is located. Additionally, if any legal action or inquiry is taken against Milton, such action must be filed with a Court of competent jurisdiction.

CONCLUSION: All orders accepted by Milton are with the express condition that the Customer agrees with these Terms and Conditions of Service, which supersede any other terms offered by Customer, which include but are not limited to, any conflicting terms or clause that purports to establish precedence of Customer terms or states a conflict clause or like term. No other communications shall be deemed a waiver of these Terms and Conditions unless signed by both Parties. No representations or guarantees other than those contained herein shall be binding upon Milton unless written and signed by an Officer of Milton.

BINDING EFFECT: The Agreement shall be binding upon and have its benefit of both parties and their respective successors and assigns.

NON-WAIVER: No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

HEADINGS: Headings in the Agreement are for convenience only and shall not be used to interpret or construe its provisions.

COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original part of which together shall constitute one and the same instrument.

NOTICES: All notices required or desired to be given hereunder shall be in writing and delivered personally, electronically (email), or by certified mail, postage prepaid, addressed to the parties at their last known addresses.

CUSTOMER ISSUED ORDERS OR AGREEMENTS: Any changes to the scope of work contained herein and/or additional terms and conditions added by the customer to include customer portal and third-party portal fees may void pricing and terms of this agreement. If such a situation arises, Milton may provide a revised agreement that would reflect pricing and terms as changed or requested by the customer.

Customer # 2918700

Serial #

E4507B/001

Southworth-Milton, Inc. d/b/a/ Milton CAT

Paul Fobare

Power Solutions Representative

Paul Fobare

12/24/2025 rev1

Must be fully executed within 21 days

Void if not fully executed within 21 days

Once executed, please email the signed agreement directly back to your Milton CAT Representative.



Billing # 2918700

Date:

12/24/2025 rev1

Customer # 2918700

Invoice to:		Site Information:		
Town of Halfmoon 2 Halfmoon Town Plaza Halfmoon, NY 12065		Town of Halfmoon - Highway Dept Garage 322 Rt 146 Clifton Park, NY 12065		
Attn:	Paul Maiello	Site Contact:	Frank Tironi	
E-mail:	grounds@townofhalfmoon.org	E-mail:	ftironi@townofhalfmoon.org	
Phone:	518-371-7410 x2532	Phone:	518-733-7488 / 518-371-7410 x2206	
Cell:		Cell:	518-389-5225	
Job Title:	Supervisor of Buildings & Grounds	Job Title:	Director of Water	
Make:	Caterpillar	Contract Years:	5	
Model:	D90P1	Contract Period:	1/1/2026	12/31/2030
Serial #:	NPS01281	Customer Equip #:	Highway Garage	
KW:	90		# of PM Services	5
			# of Secondary Events	5
			Total # of Services	11
Notes: SALES TAX IS NOT INCLUDED IN THIS QUOTE. ALL WORK TO BE DONE DURING NORMAL WEEKDAY HOURS. This is an extended oil drain program. Fuel (if equipped) and oil filters changed during a PM 1.5 visit. PM 2 includes PM 1.5 plus oil change. If batteries are being replaced, customer to supply lifting assistance moving the batteries to avoid the need for a second tech. Battery replacement to take place during a PM visit. THIS IS A PREVAILING WAGE AGREEMENT: ADD SALES TAX if applicable. ASSUMES GROUND LEVEL GENERATOR INSTALLATION. "Compliance Engine" report submission, if applicable, is included.				
Agreement Price: \$ 13,448.82		PM Price Year 2: 2,379.04	Load Bank Test: \$ -	
PM Price Year 1: \$ 2,276.59		PM Price Year 0: \$ 2,844.00	Battery Replacement: \$ 636.35	
Description		Other Services: \$ 5312.84	ATS Test: \$ -	
		Date of Service	Year	Price Each
PM 1	PM 1	March	2026	\$996.95
PM 1.5	PM 1.5	September	2025	\$1,279.64
PM 1	PM 1	March	2027	\$1,041.81
PM 1.5	PM 1.5	September	2027	\$1,337.22
PM 1	PM 1	March	2028	\$1,088.69
PM 2	PM 2	September	2028	\$1,755.31
Other	PM 1	March	2029	\$1,137.69
Other	PM 1.5	September	2029	\$1,460.28
Other	PM 1	March	2030	\$1,188.88
Other	PM 1.5	September	2030	\$1,525.99
Battery Replacement		Last Battery: 09/2024 (1) 23065368	March	2027 \$636.35
		PREVAILING WAGE	PREVAILING WAGE	
ASSUMES GROUND LEVEL		ALL WORK TO BE DONE DURING		
GENERATOR INSTALLATION		NORMAL WEEKDAY HOURS.		
ADD SALES TAX if applicable.		ADD SALES TAX if applicable.		ADD SALES TAX if applicable.

Southworth-Milton, Inc. d/b/a Milton CAT, 100 Quarry Dr., Milford, MA 01757

STANDARD TERMS AND CONDITIONS OF CUSTOMER VALUE AGREEMENT aka CVA ("Terms and Conditions")

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1. 12-Month Periods: This Agreement automatically shall continue to renew unless (1) the Customer terminates the Agreement via written notice to the Milton CAT Product Support Consultant 30 days prior to the End Date, (2) Milton CAT elects not to renew the Agreement, (3) the Parties execute a new CVA or similar agreement, or (4) total renewal price exceeds 10% increase, at which time a new agreement will be presented.

Unless otherwise specified in the Customer Value Agreement to which these Terms and Conditions are attached (the "Agreement"), all Services provided by Southworth-Milton, Inc. Inc. d/b/a Milton CAT ("Milton") for the Customer/Owner/Owner's Agent ("Customer") are made on the following terms and conditions:

SERVICE HOURS: Milton will render maintenance, testing and/or inspections during the regular business hours of 7:00 a.m. – 3:30 p.m. Monday through Friday unless otherwise stated in the Agreement. Parts and labor provided outside the scope of work in the Agreement will be invoiced at the prevailing rates, with a 4-hour minimum labor charge for all emergency service work performed outside of regular business hours.

PRICES: Pricing is f.o.b. Customer's service location. Prices are exclusive of all national, federal, state, municipal, local or any other governmental excise, sales, use, occupational or like taxes or duties now in force or enacted in the future. Any such taxes required to pay any such tax, fee, or charge, at time of sale or at any time thereafter, the Customer shall reimburse Milton therefore in accordance with the payment terms below.

Prices do not include freight or environmental charges for deliverables inside or outside the scope of the Agreement.

PAYMENT TERMS: Invoices will be issued upon delivery of goods and/or services. Payment terms will be Net Thirty (30) Days from invoice date for Milton account holders and Net One (1) Day for non-account holders unless otherwise expressly agreed to in writing by Milton. Milton reserves the right to add to any account outstanding for more than thirty (30) days a service charge of one and one-half percent (1.5%) of the principle amount due at the end of each month or the maximum allowable legal interest rate if a lesser amount. Customer may not withhold any amount from Milton as retention for failure of Customer to receive payment from other parties or as an offset against any claims Customer may assert against Milton.

ENTRY TO PERFORM WORK: If Milton is required to enter Customer's premises in connection with activities related to this Agreement, Milton's rights of entry shall be subject to applicable governmental security laws and Customer's security regulations and procedures. If such requirements would prevent a technician from reaching the location where services are to be performed within the time set forth in the Agreement, the required response time set forth in the Agreement will be extended by the additional time taken by the technician to reach the service site due to the security regulations and procedures and Customer will be billed for such time. Once Milton is on site for a scheduled activity, additional labor charges may accrue if work is cancelled and/or postponed due to end-user's operational requirements or due to failure of auxiliary components/systems which are not part of the equipment covered by this Agreement.

REMOTE MONITORING: Milton may offer remote monitoring dependent upon equipment make and model at an additional cost. Access to this information can be made available to the customer upon their request.

FORCE MAJEURE: Milton shall not be liable for any delay or failure to perform its obligations hereunder, if such delay or failure is due to any cause beyond the control of Milton, which include but are not limited to acts of God, unavailability or shortages of materials or energy necessary to produce and/or deliver equipment by usual modes of transportation, fire, flood, pandemic, war, embargo, strikes, labor disputes, explosions, riots, laws, rules, regulations, restrictions or orders of any governmental authority or any cause beyond the reasonable control of Milton or its suppliers. The contract price does not include any additional costs passed on to Milton CAT as a result of conditions external to Milton CAT over which Milton CAT has no control, including, but not limited to, supply-chain shortages, war, pandemics, and tariffs."

CANCELLATION: Customer's cancellation of service, or any part thereof, will not be effective unless accepted by Milton in writing. Customer will pay Milton for any work which is complete and will pay Milton's charges for all work in process, raw materials and supplies on hand or for materials for which commitments have been made by Milton and additional charges Milton incurs as a result of such cancellation.

WARRANTY: Materials provided herein are warranted by Milton for twelve (12) months from the date of invoice. Limited to defects in materials and workmanship from the Milton's supplier. Services provided herein are warranted by Milton for ninety (90) days or fifty (50) running hours, whichever is less, and limited to defects in service workmanship provided by Milton. Extended Service Coverage (ESC) or Other Power Protection Programs offered by Milton are available and will prevail if purchased separately and duly registered with Caterpillar, Inc. Inspection and/or service by Milton do not guarantee that failures will not occur in any given time frame despite Milton's visits. Customer reserves the right to accept/reject any recommendation made by Milton regarding service, maintenance or repair of engines and equipment.

OTHER THAN AS EXPRESSLY PROVIDED HEREIN, MILTON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS THE COMPANY'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

LIMITATION OF LIABILITY: Milton's liability is limited to the value of the work, repair, or material actually consumed by the Agreement. Milton shall not be liable for any losses, damages, injuries, claims, demands and expenses including, but not limited to, consequential or incidental damage caused by war, Acts of God, pandemics, acts of terrorism, governmental regulations, strike, fire, damage, destruction, obsolescence, claims by third parties, or loss by Customer as a result of the failure of the equipment to perform or any loss or claim not herein specified, but of a contingent nature.

INDEMNIFICATION: Each party ("the indemnifying party") shall defend, indemnify and hold harmless the other party, including its employees, officials, directors, agents, successors, and assigns ("the indemnified party") against and to the extent of any and all damages, claims of liabilities, expenses (including reasonable attorney's fees) or injuries, including death, arising out of or resulting in any way from any negligent act or omission of the indemnifying party and/or its agents or employees, officials or directors. No party shall be entitled to indemnity for any damages or liabilities to the extent that such party's willful misconduct or gross negligence.

INSURANCE: Milton shall maintain at all times, at its sole cost, at least the following coverage under this Agreement: (i) Commercial General Liability including but not limited to (i) injury to person, (ii) damage to property, (iii) contractual liability coverage, (iv) personal injury liability in an amount not less than one million dollars (\$1,000,000) for each occurrence, (v) Customer and its affiliates separately-owned subsidiaries as additional insureds. 2. Business automobile liability for owned, hired, and non-owned vehicles in an amount not less than one million dollars (\$1,000,000) for each accident. 3. Workers' Compensation as required by state law. These insurance requirements may be met by a combination of general liability and excess liability policies.

MODIFICATION: These Terms and Conditions may not be altered, modified, waived, abandoned, or terminated in any manner whatsoever by the Customer, unless such changes and/or modifications are expressly agreed to in writing by the Milton. Lack of enforcement on the part of the Milton of any provision contained herein does not negate the obligation.

ASSIGNMENT: The Agreement may not be assigned by Customer without Milton's prior written consent and any attempt to do so shall be null and void and of no effect.

DISPUTE RESOLUTION: If a dispute arises related to this Agreement or an SOW, both parties and the customer will agree to try and resolve it. If we are unable to resolve it through our meetings, we both agree to utilize mediation before commencing any legal proceedings.

APPLICABLE LAW; VENUE: The Agreement and any subsequent purchase Orders issued hereunder shall be governed by and construed in accordance with the law where the equipment is located. Additionally, if any legal action or inquiry is taken against Milton, such action must be filed with a Court of competent jurisdiction.

CONCLUSION: All orders accepted by Milton are with the express condition that the Customer agrees with these Terms and Conditions of Service, which supersede any other terms offered by Customer, which include but are not limited to, any conflicting terms or clauses that purport to establish precedence of Customer terms or states a conflict clause or like term. No other communications shall be deemed a waiver of these Terms and Conditions unless signed by both Parties. No representations or guarantees other than those contained herein shall be binding upon Milton unless in writing and signed by an officer of Milton.

BINDING EFFECT: The Agreement shall be binding upon and have the benefit of both parties and their respective successors and assigns.

NON-WAIVER: No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

HEADINGS: Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

NOTICES: All notices required or desired to be given hereunder shall be in writing and delivered personally, electronically (email) or mailed by certified mail, postage prepaid, addressed to the parties at their last known addresses.

CUSTOMER ISSUED ORDERS OVERLAPPING TERMS: Any changes to the scope of work contained herein and/or additional terms and conditions added by the customer to include customer portal and third-party portal fees may void pricing and terms of this agreement. If such a situation arises, Milton may provide a revised agreement that would reflect pricing and terms as changed or requested by the customer.

Customer # 2918700

Serial # NPS01281

Southworth-Milton, Inc. d/b/a/ Milton CAT

Paul Fobare

Power Solutions Representative

Paul Fobare

12/24/2025 rev1

Must be fully executed within 21 days

Void if not fully executed within 21 days

Once executed, please email the signed agreement directly back to your Milton CAT Representative.



Billing # 2918700

Date:

12/24/2025 rev1

Customer # 2918700

Invoice to:		Site Information:		
Town of Halfmoon 2 Halfmoon Town Plaza Halfmoon, NY 12065		Town of Halfmoon 2 Halfmoon Town Plaza Halfmoon, NY 12065		
Attn:	Paul Matello	Site Contact:	Frank Tironi	
E-mail:	grounds@townofhalfmoon.org	E-mail:	ftironi@townofhalfmoon.org	
Phone:	518-371-7410 x2532	Phone:	518-233-7489 / 518-371-7410 x2206	
Cell:		Cell:	518-339-5225	
Job Title:	Supervisor of Buildings & Grounds	Job Title:	Director of Water	
Make:	Caterpillar	Contract Years:	5	
Model:	C15	Contract Period:	1/1/2025	12/31/2030
Serial #:	C5E01534	Customer Equip #:	2 Halfmoon Town Plaza	
KW:	450		E20520	
				Total # of Services 11
<p>Notes: SALES TAX IS NOT INCLUDED IN THIS QUOTE. ALL WORK TO BE DONE DURING NORMAL WEEKDAY HOURS. This is an extended oil drain program. Fuel (if equipped) and oil filters changed during a PM 1.5 visit. PM 2 includes PM 1.5 plus oil change. If batteries are being replaced, customer to supply lifting assistance moving the batteries to avoid the need for a second tech. Battery replacement to take place during a PM visit. THIS IS A PREVAILING WAGE AGREEMENT. ADD SALES TAX if applicable. ASSUMES GROUND LEVEL GENERATOR INSTALLATION. "Compliance Engine" report submission, if applicable, is included.</p>				
Agreement Price:	\$ 19,237.59	PM Price Year 2:	3,266.49	Load Bank Test: \$ -
PM Price Year 1:	\$ 3,125.83	PM Price Year 3:	\$ 4,274.07	Battery Replacement: \$ 1,276.50
Other Services:		\$ 294.70	ATS Test: \$ -	
Description		Date of Service	Year	Price Each
PM 1	PM 1	March	2026	\$1,347.59
PM 1.5	PM 1.5	September	2026	\$1,778.24
PM 1	PM 1	March	2027	\$1,408.23
PM 1.5	PM 1.5	September	2027	\$1,858.26
PM 1	PM 1	March	2028	\$1,471.60
PM 2	PM 2	September	2028	\$2,802.46
Other	PM 1	March	2029	\$1,537.82
Other	PM 1.5	September	2029	\$2,029.27
Other	PM 1	March	2030	\$1,607.03
Other	PM 1.5	September	2030	\$2,120.58
Battery Replacement	Last Battery: 10/2023 (2) 15355710	September	2026	\$1,276.50
Customer to provide lifting assistance for battery replacement		PREVAILING WAGE	PREVAILING WAGE	
This is REQUIRED to avoid most of second tech.				
ASSUMES GROUND LEVEL GENERATOR INSTALLATION		ALL WORK TO BE DONE DURING NORMAL WEEKDAY HOURS.		
ADD SALES TAX if applicable.		ADD SALES TAX if applicable.		ADD SALES TAX if applicable.

Southworth-Milton, Inc. d/b/a Milton CAT, 100 Quarry Dr., Milford, MA 01757

STANDARD TERMS AND CONDITIONS OF CUSTOMER VALUE AGREEMENT aka CVA ("Terms and Conditions")

A. AUTOMATIC RENEWAL OF AGREEMENT

1. 12-Month Periods: This Agreement automatically shall continue to renew unless (1) the Customer terminates the Agreement via written notice to the Milton CAT Product Support Consultant 30 days prior to the End Date, (2) Milton CAT elects not to renew the Agreement, (3) the Parties execute a new CVA, or similar agreement, or (4) total renewal price exceeds 10% increase, at which time a new agreement will be presented.

Unless otherwise specified in the Customer Value Agreement to which these Terms and Conditions are attached (the "Agreement"), all Services provided by Southworth-Milton, Inc. Inc. d/b/a Milton CAT ("Milton") for the Customer/Owner/Owner's Agent ("Customer") are made on the following terms and conditions:

SERVICE HOURS: Milton will render maintenance, testing and/or inspections during the regular business hours of 7:00 a.m. – 3:30 p.m. Monday through Friday unless otherwise stated in the Agreement. Parts and labor provided outside the scope of work in the Agreement will be invoiced at the prevailing rates, with a 4-hour minimum labor charge for all emergency service work performed outside of regular business hours.

PRICES: Pricing is f.o.b. Customer's service location. Prices are exclusive of all national, federal, state, municipal, local or any other governmental excise, sales, use, occupational or like taxes or duties now in force or enacted in the future. Any such tax, fee, or charge of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Milton and the Customer shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Milton is required to pay any such tax, fee, or charge, at time of sale or at any time thereafter, the Customer shall reimburse Milton therefore in accordance with the payment terms below.

Prices do not include freight or environmental charges for deliveries inside or outside the scope of the Agreement.

PAYMENT TERMS: Invoices will be issued upon delivery of goods and/or services. Payment terms will be Net Thirty (30) Days from invoice date for Milton account holders and Net One (1) Day for non-account holders unless otherwise expressly agreed to in writing by Milton. Milton reserves the right to add to any account outstanding for more than thirty (30) days a service charge of one and one-half percent (1.5%) of the principle amount due at the end of each month or the maximum allowable legal interest rate if a lesser amount. Customer may not withhold any amount from Milton as retention for failure of Customer to receive payment from other parties or as an offset against any claims Customer may assert against Milton.

ENTRY TO PERFORM WORK: If Milton is required to enter Customer's premises in connection with activities related to this Agreement, Milton's rights of entry shall be subject to applicable governmental security laws and Customer's security regulations and procedures. If such requirements would prevent a technician from reaching the location where services are to be performed within the time set forth in the Agreement, the required response time set forth in the Agreement will be extended by the additional time taken by the technician to reach the service site due to the security regulations and procedures and Customer will be billed for such time. Once Milton is on site for a scheduled activity, additional labor charges may accrue if work is cancelled and/or postponed due to end-user's operational requirements or due to failure of auxiliary components/systems which are not part of the equipment covered by this Agreement.

REMOTE MONITORING: Milton CAT may offer remote monitoring dependent upon equipment make and model at an additional cost. Access to this information can be made available to the customer upon their request.

FORCE MAJEURE: Milton shall not be liable for any delay or failure to perform its obligations hereunder, if such delay or failure is due to any cause beyond the control of Milton, which includes but are not limited to acts of God, unavailability or shortages of materials or energy necessary to produce and/or deliver equipment by usual modes of transportation, fire, flood, pandemic, war, embargo, strikes, labor disputes, explosions, riots, laws, rules, regulations, restrictions or orders of any governmental authority or any cause beyond the reasonable control of Milton or its suppliers. The contract price does not include any additional costs passed on to Milton CAT as a result of conditions external to Milton CAT over which Milton CAT has no control, including, but not limited to, supply-chain shortages, war, pandemics, and tariffs."

CANCELLATION: Customer's cancellation of service, or any part thereof, will not be effective unless accepted by Milton in writing. Customer will pay Milton for any work which is complete and will pay Milton's charges for all work in process, raw materials and supplies on hand or for materials for which commitments have been made by Milton and additional charges Milton incurs as a result of such cancellation.

WARRANTY: Materials provided herein are warranted by Milton for twelve (12) months from the date of invoice, limited to defects in materials and workmanship from the Milton's supplier. Services provided herein are warranted by Milton for ninety (90) days or fifty (50) running hours, whichever is less, and limited to defects in service workmanship provided by Milton. Extended Service Coverage (ESC) another Power Protection Programs offered by Milton are available and will prevail if purchased separately and duly registered with Caterpillar, Inc. Inspection and/or service by Milton do not guarantee that failures will not occur in any given time frame up between Milton's visits. Customer reserves the right to accept/reject any recommendation made by Milton regarding service, maintenance or repair of engines and equipment.

OTHER THAN AS EXPRESSLY PROVIDED HEREIN, MILTON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS THE COMPANY'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

LIMITATION OF LIABILITY: Milton's liability is limited to the value of the work, repair, or material actually contracted for in the Agreement during the effective dates of the Agreement. Milton shall not be liable for any losses, damages, injuries, claims, demands and expenses including, but not limited to, consequential or incidental damage caused by war, acts of God, pandemic, acts of terrorism, governmental regulations, strike, fire, damage, destruction, obsolescence, claims by third parties, or loss by Customer as a result of the failure of the equipment to perform or any loss or claim not herein specified, but of a contingent nature.

INDEMNIFICATION: Each party ("the indemnifying party") shall defend, indemnify and hold harmless the other party, including its employees, officers, directors, agents, successors, and assigns ("the indemnified party") against and to the extent of any and all damages, claims or liabilities, expenses (including reasonable attorney's fees) or injuries, including death, arising out of or resulting in any way from any negligent act or omission of the indemnifying party and/or its agents or employees, officials or directors. No party shall be entitled to indemnify for any damages or liabilities to the extent caused by the party's willful misconduct or willful negligence.

INSURANCE: Milton shall maintain at all times, at its sole cost, at least the following coverage underwritten by a recognized insurance company: 1. Commercial General Liability, including but not limited to (i) injury to person, (ii) damage to property, (iii) contractual liability coverage, (iv) personal injury liability in an amount not less than one million dollars (\$1,000,000) for each occurrence, 2. Workers Compensation at required statutory limits. These insurance requirements may be met by a combination of general liability and excess umbrella policies.

MODIFICATION: These Terms and Conditions may not be altered, modified, waived, abandoned, or terminated in any manner whatsoever by the Customer, unless said changes and/or modifications are expressly agreed to in writing by the Milton.

Lack of enforcement on the part of the Milton of any provision contained herein does not negate the obligation.

ASSIGNMENT: The Agreement may not be assigned by Customer without Milton's prior written consent and any attempt to do so shall be null and void and of no effect.

DISPUTE RESOLUTION: If a dispute arises related to this Agreement, the双方 will meet to try and resolve it. If not resolvable through our meetings, we both agree to utilize mediation before commencing any legal proceedings.

APPLICABLE LAW; VENUE: The Agreement and any subsequent Purchase Orders issued hereunder shall be governed by and construed in accordance with the laws where the equipment is located. Additionally, if any legal action or inquiry is taken against Milton, such action must be filed with a Court of competent jurisdiction.

CONCLUSION: All orders accepted by Milton are with the express condition that the Customer agrees with these Terms and Conditions of Service, which supersede any other terms offered by Customer, which include but are not limited to, any conflicting terms or clause that purports to establish precedence of Customer's terms or states a conflict of clause or like term. No other communication shall be deemed a waiver of these Terms and Conditions unless signed by both Parties. No representations or guarantees other than those contained herein shall be binding upon Milton unless set forth in writing and signed by an officer of Milton.

BINDING EFFECT: The Agreement shall be binding upon and from the benefit of both parties and their respective successors and assigns.

NON-WAIVER: No delay or failure by either party to exercise any right hereunder, or no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. **HEADINGS:** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. **NOTICES:** All notices required or desired to be given hereunder shall be in writing and delivered personally, electronically (email), or mailed by certified mail, postage prepaid, addressed to the parties at their last known address.

CUSTOMER ISSUED ORDERS OR AGREEMENTS: Any changes to the scope of work contained herein and/or additional terms and conditions added by the customer to include customer portal and third-party portal fees may void pricing and terms of this agreement. If such a situation arises Milton may provide a revised agreement that would reflect pricing and terms as changed or requested by the customer.

Customer # 2918700

Serial #

C5EO1534

Southworth-Milton, Inc. d/b/a/ Milton CAT

Paul Fobare

Power Solutions Representative

Paul Fobare

12/24/2025 rev1

Must be fully executed within 21 days

Void if not fully executed within 21 days

Once executed, please email the signed agreement directly back to your Milton CAT Representative.



Billing # 2918700

Date:

12/24/2025 rev1

Customer # 2918700

Invoice to:		Site Information:		
Town of Halfmoon 2 Halfmoon Town Plaza Halfmoon, NY 12065		Town of Halfmoon 8 Brookwood Road Waterford, NY 12188		
Attn:	Paul Malelio	Site Contact:	Frank Tironi	
E-mail:	grounds@townofhalfmoon.org	E-mail:	ftironi@townofhalfmoon.org	
Phone:	518-371-7410 x2532	Phone:	518-371-7489 / 518-371-7410 x2206	
Cell:		Cell:	518-389-5225	
Job Title:	Supervisor of Buildings & Grounds	Job Title:	Director of Water	
Make:	Caterpillar	Contract Years:	5	
Model:	3412	Contract Period:	1/1/2026	Service Schedule Type: Normal Weekday
Serial #:	9EP01961	Customer Equip #: Brookwood #2	12/31/2030	# of PM Services 6
KW:	600			# of Secondary Events 6
				Total # of Services 12
Notes: SALES TAX IS NOT INCLUDED IN THIS QUOTE. ALL WORK TO BE DONE DURING NORMAL WEEKDAY HOURS. This is an extended oil drain program. Fuel (if equipped) and oil filters changed during a PM 1.5 visit. PM 2 includes PM 1.5 plus oil change. If batteries are being replaced, customer to supply lifting assistance moving the batteries to avoid the need for a second tech. Battery replacement to take place during a PM visit. THIS IS A PREVAILING WAGE AGREEMENT. ADD SALES TAX if applicable. ASSUMES GROUND LEVEL GENERATOR INSTALLATION. "Compliance Engine" report submission, if applicable, is included.				
Agreement Price:	\$ 18,817.23	PM Price Year 2:	3,105.27	Load Bank Test: \$ -
PM Price Year 1:	\$ 2,971.55	PM Price Year 3:	\$ 4,465.42	Battery Replacement: \$ 1,340.33
		Other Services:	\$ 5,934.66	ATS Test: \$ -
Description		Date/Service	Year	Price Each
PM1	PM1	March	2026	\$1,223.38
PM 1.5	PM 1.5	September	2026	\$1,748.17
PM1	PM1	March	2027	\$1,278.43
PM 1.5	PM 1.5	September	2027	\$1,826.84
PM1	PM1	March	2028	\$1,335.96
PM 2	PM 2	September	2028	\$3,129.46
Other	PM1	March	2029	\$1,396.08
Other	PM 1.5	September	2029	\$1,994.95
Other	PM 1	March	2030	\$1,458.90
Other	PM 1.5	September	2030	\$2,084.73
Battery Replacement	Last Battery: 3/2024 (2) 153-5740	March	2027	\$1,340.33
Customer to provide lifting assistance for battery replacement				
This is REQUIRED to avoid cost of second tech.				
ASSUMES GROUND LEVEL GENERATOR INSTALLATION	ALL WORK TO BE DONE DURING NORMAL WEEKDAY HOURS.			
ADD SALES TAX if applicable.	ADD SALES TAX if applicable.		ADD SALES TAX if applicable.	

Southworth-Milton, Inc. d/b/a Milton CAT, 160 Quincy Dr., Milford, MA 01757

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2. Unless otherwise specified in the Customer Value Agreement to which these Terms and Conditions are attached (the "Agreement"), all Services provided by Southworth-Milton, Inc. d/b/a Milton CAT ("Milton") for the Customer/Owner/Owner's Agent ("Customer") are made on the following terms and conditions:

SERVICE HOURS: Milton will render maintenance, testing and/or inspections during the regular business hours of 7:00 a.m. – 3:30 p.m. Monday through Friday unless otherwise stated in the Agreement. Parts and labor provided outside the scope of work in the Agreement will be invoiced at the prevailing rates, with a 4-hour minimum labor charge for all emergency service work performed outside of regular business hours.

PRICES: Pricing is f.o.b. Customer's service location. Prices are exclusive of all national, federal, state, municipal, local or any other governmental excise, sales, use, occupational or like taxes or duties now in force or enacted in the future. Any such tax, fee, or charge of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Milton and the Customer shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Milton is required to pay any such tax, fee, or charge, at time of sale or at any time thereafter, the Customer shall reimburse Milton therefore in accordance with the payment terms below.

Prices do not include freight or environmental charges for deliverables inside or outside the scope of the Agreement.

PAYMENT TERMS: Invoices will be issued upon delivery of goods and/or services. Payment terms will be Net Thirty (30) Days from invoice date for Milton account holders and Net One (1) Day for non-account holders unless otherwise expressly agreed to in writing by Milton. Milton reserves the right to add to any account outstanding for more than thirty (30) days a service charge of one and one-half percent (1.5%) of the principle amount due at the end of each month or the maximum allowable legal interest rate if a lesser amount. Customer may not withhold any amount from Milton as retention for failure of Customer to receive payment from other parties or as an offset against any claims Customer may assert against Milton.

ENTRY TO PROPERTY: If Milton is required to enter Customer's premises in connection with activities related to this Agreement, Milton's rights of entry shall be subject to applicable governmental security laws and Customer's security regulations and procedures. If such requirements would prevent a technician from reaching the location where services are to be performed within the time set forth in the Agreement, the required response time set forth in the Agreement will be extended by the additional time taken by the technician to reach the service site due to the security regulations and procedures and Customer will be billed for such time. Once Milton is on site for a scheduled activity, additional labor charges may accrue if work is cancelled and/or postponed due to end-user's operational requirements or due to failure of auxiliary components/systems which are not part of the equipment covered by this Agreement.

REMOTE MONITORING: Milton CAT may offer remote monitoring dependent upon equipment make and model at an additional cost. Access to this information can be made available to the customer upon their request.

FORCE MAJEURE: Milton shall not be liable for any delay or failure to perform its obligations hereunder, if such delay or failure is due to any cause beyond the control of Milton, which include but are not limited to acts of God, unavailability or shortages of materials or energy necessary to produce and/or deliver equipment by usual modes of transportation, fire, flood, pandemic, war, embargo, strikes, labor disputes, explosions, riots, laws, rules, regulations, restrictions or orders of any governmental authority or any cause beyond the reasonable control of Milton or its suppliers. The contract price does not include any additional costs passed to Milton CAT as a result of conditions external to Milton CAT over which Milton CAT has no control, including, but not limited to, supply-chain shortages, war, pandemics, and tariffs.

CANCELLATION: Customer's cancellation of service, or any part thereof, will not be effective unless accepted by Milton in writing. Customer will pay in full for any work which is complete and will pay Milton's charge for all work in process, raw materials and supplies on hand or for materials for which commitments have been made by Milton and additional charges Milton incurs as a result of such cancellation.

WARRANTY: Materials provided herein are warranted by Milton for twelve (12) months from the date of invoice, limited to defects in material and workmanship from the Milton's supplier. Services provided herein are warranted by Milton for ninety (90) days or fifty (50) running hours, whichever is less, and limited to defects in service workmanship provided by Milton. Extended Service Coverage (ESC) and/or Power Protection Programs offered by Milton are available and will prevail if purchased separately and duly registered with Caterpillar, Inc. Inspection and/or service by Milton do not guarantee that failures will not occur in any given time frame between Milton's visits. Customer reserves the right to accept/reject any recommendation made by Milton regarding service, maintenance or repair of engines and equipment.

OTHER THAN AS EXPRESSLY PROVIDED HEREIN, MILTON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS THE COMPANY'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

LIMITATION OF LIABILITY: Milton's liability is limited to the value of the work, repair, or material actually contracted for. Milton shall not be liable for any losses, damages, injuries, claims, demands and expenses including, but not limited to, consequential or incidental damage caused by war, acts of God, pandemic, acts of terrorism, governmental regulations, strike, terrorism, destruction, obsolescence, claims by third parties, or loss by Customer as a result of the failure of the equipment to perform or any loss or claim not herein specified, but of a continuing nature.

INDEMNIFICATION: Each party ("the indemnifying party") shall defend, indemnify and hold harmless the other party, including its employees, officers, directors, agents, successors, and assigns ("the indemnified party") against and to the extent of any and all damages, claims, liabilities, expense (including reasonable attorney's fees) or injuries, including death, arising out of or resulting in any way from my negligent act or omission of the indemnifying party and/or its agents or employees, officials or directors. No party shall be entitled to indemnity for any damages or liabilities to the extent that such party's willful misconduct, gross negligence.

INSURANCE: Milton shall maintain at all times, at its sole cost, at least the following coverage under the following: (1) Commercial General Liability including, but not limited to (i) injury to person, (ii) damage to property, (iii) contractual liability coverage, (iv) personal injury liability in an amount not less than one million dollars (\$1,000,000) for each occurrence, (v) Customer and its affiliates and wholly-owned subsidiaries as additional insureds. 2. Business automobile Liability for owned, hired, and non-owned vehicles in an amount not less than one million dollars (\$1,000,000) for each accident, subject to state regulation at required statutory limits. These insurance requirements may be met by a combination of general liability and excess umbrella policies.

MODIFICATION: These Terms and Conditions may not be altered, modified, waived, abandoned, or terminated in any manner whatsoever by the Customer, unless said changes and/or modifications are expressly agreed to in writing by the Milton. Lack of enforcement on the part of the Milton of any provision contained herein does not negate the obligation.

ASSIGNMENT: The Agreement may not be assigned by Customer without Milton's prior written consent and any attempt to do so shall be null and void and of no effect.

DISPUTE RESOLUTION: If a dispute arises related to this Agreement or any CVA, both Milton and the customer will enter to try and resolve it. If it is unable to resolve it through our meeting, we both agree to utilize mediation before commencing any legal proceedings.

APPLICABLE LAW/ VENUE: The Agreement and any subsequent Purchase Orders issued hereunder shall be governed by Massachusetts law in accordance with the laws where the equipment is located. Additionally, if any legal action or inquiry is taken against Milton, such action must be filed with a Court of competent jurisdiction.

CONCLUSION: All orders accepted by Milton are with the express condition that the Customer agrees with these Terms and Conditions of Service, which supersede any other terms offered by Customer, which include but are not limited to, any conflicting terms or clauses that purport to establish precedence of Customer's or states a conflict clause or like term. No other communication shall be deemed a waiver of these Terms and Conditions unless signed by both Parties. No representations or guarantees other than those contained herein shall be binding upon Milton unless in writing and signed by an officer of Milton.

BINDING EFFECT: The Agreement shall be binding upon and have the benefit of both parties and their respective successors and assigns.

NON-WAIVER: No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

HEADINGS: Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

NOTICES: All notices required or desired to be given hereunder shall be in writing and delivered personally, electronically (email) or mailed by certified mail, postage prepaid, addressed to the parties at their last known addresses.

CUSTOMER ISSUED ORDERS OVERLAYS: Any changes to the standard work contained herein and/or additional terms and conditions added by the customer to include customer portal and third-party portal fees may void pricing and terms of this agreement. If such a situation arises Milton may provide a revised agreement that would reflect pricing and terms as changed or requested by the customer.

Customer # 2918700

Serial # 9EP01961

Customer		
Name:	Name:	Southworth-Milton, Inc. d/b/a/ Milton CAT
Title:	Title:	Paul Fobare
Signature:	Signature:	Power Solutions Representative
Date:	Date:	<i>Paul Fobare</i>
		12/24/2025 rev1
		<i>Must be fully executed within 21 days</i>
		Void if not fully executed within 21 days

Once executed, please email the signed agreement directly back to your Milton CAT Representative.

On Site
Scheduled Maintenance

MONDAY-FRIDAY 8AM-4PM

Milton 

Billing # 2918700

Date:

12/24/2025 rev1

Customer # 2918700

Invoice to:		Site Information:		
Town of Halfmoon 2 Halfmoon Town Plaza Halfmoon, NY 12065		Town of Halfmoon 18 Brookwood Road Waterford, NY 12188		
Attn:	Paul Maiello	Site Contact:	Frank Tironi	
E-mail:	grounds@townofhalfmoon.org	E-mail:	ftironi@townofhalfmoon.org	
Phone:	518-371-7410 x2532	Phone:	518-233-7489 / 518-371-7410 x2206	
Cell:		Cell:	518-339-5225	
Job Title:	Supervisor of Buildings & Grounds	Job Title:	Director of Water	
Make:	Caterpillar	Contract Years:	5	
Model:	3412	Contract Period:	1/1/2026	12/31/2030
Serial #:	9EP01961	Customer Equip #:	Brookwood #2	
KW:	600		# of Secondary Events 6	
			Total # of Services 12	
Notes: SALES TAX IS NOT INCLUDED IN THIS QUOTE. ALL WORK TO BE DONE DURING NORMAL WEEKDAY HOURS. This is an extended oil drain program. Fuel (if equipped) and oil filters changed during a PM 1.5 visit. PM 2 Includes PM 1.5 plus oil change. If batteries are being replaced, customer to supply lifting assistance moving the batteries to avoid the need for a second tech. Battery replacement to take place during a PM visit. THIS IS A PREVAILING WAGE AGREEMENT. ADD SALES TAX if applicable. ASSUMES GROUND LEVEL GENERATOR INSTALLATION. "Compliance Engine" report submission, if applicable, is included.				
Agreement Price: \$ 18,817.23		PM Price Year 2: \$ 3,105.27	Load Bank Test: \$ -	
PM Price Year 1: \$ 2,971.55		PM Price Year 3: \$ 3,465.42	Battery Replacement: \$ 1,340.33	
		Other Services: \$ 6,934.66	ATS Test: \$ -	
Description		Date of Service	Year	Price Each
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PM 1.5	PM 1.5	September	2026	\$1,748.17
PM 1	PM 1	March	2027	\$1,278.43
PM 1.5	PM 1.5	September	2027	\$1,826.84
PM 1	PM 1	March	2028	\$1,335.96
PM 2	PM 2	September	2028	\$3,129.46
Other	PM 1	March	2029	\$1,396.08
Other	PM 1.5	September	2029	\$1,994.95
Other	PM 1	March	2030	\$1,458.90
Other	PM 1.5	September	2030	\$2,084.73
Battery Replacement		Last Battery: 5/2024 (2) 153-5710	March	2027
		Customer to provide lifting assistance for battery replacement.		\$1,340.33
		This is REQUIRED to avoid cost of second tech.		
ASSUMES GROUND LEVEL GENERATOR INSTALLATION		ALL WORK TO BE DONE DURING NORMAL WEEKDAY HOURS.		
ADD SALES TAX if applicable.		ADD SALES TAX if applicable.	ADD SALES TAX if applicable.	

Southworth-Milton, Inc. d/b/a Milton CAT, 100 Quincy Dr., Milford, MA 01757

STANDARD TERMS AND CONDITIONS OF CUSTOMER VALUE AGREEMENT a/k/a CVA ("Terms and Conditions")

A. AUTOMATIC RENEWAL OF AGREEMENT

1. 12-Month Period: This Agreement automatically shall continue to renew unless (1) the Customer terminates the Agreement via written notice to the Milton CAT Product Support Consultant 30 days prior to the End Date, (2) Milton CAT elects not to renew the Agreement, (3) the Parties execute a new CVA or similar agreement, or (4) total renewal price exceeds 10% increase, of which date a new agreement will be presented.

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PRICES DO NOT INCLUDE FREIGHT OR ENVIRONMENTAL CHARGES FOR DELIVERABLES INSIDE OR OUTSIDE THE SCOPE OF THE AGREEMENT.

PAYMENT TERMS: Invoices will be issued upon delivery of goods and/or services. Payment terms will be Net One (1) Day for non-account holders unless otherwise expressly agreed to in writing by Milton. Milton reserves the right to add to any account outstanding for more than thirty (30) days a service charge of one and one-half percent (1.5%) of the principle amount due at the end of each month or the maximum allowable legal interest rate if a lesser amount. Customer may not withhold any amount from Milton as retention for failure of Customer to receive payment from other parties or as an offset against any claims Customer may assert against Milton.

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FORCE MAJEURE: Milton shall not be liable for any delay or failure to perform its obligations hereunder, if such delay or failure is due to any cause beyond the control of Milton, which include but are not limited to acts of God, unavailability or shortages of materials or energy necessary to produce and/or deliver equipment by usual modes of transportation, fire, flood, pandemic, war, embargo, strikes, labor disputes, explosions, riots, lava, miles, regulations, restrictions or orders of any governmental authority or any cause beyond the reasonable control of Milton or its suppliers. The contract price does not include any additional costs passed on to Milton CAT as a result of conditions external to Milton CAT over which Milton CAT has no control, including, but not limited to, supply-chain shortages, war, pandemics, and tariffs."

CANCELLATION: Customer's cancellation of service, or any part thereof, will not be effective unless accepted by Milton in writing. Customer will pay in full for any work which is complete and will pay Milton's charges for all work in process, raw materials and supplies on hand or for materials for which commitments have been made by Milton and additional charges Milton incurs as a result of such cancellation.

WARRANTY: Materials provided herein are warranted by Milton for twelve (12) months from the date of invoice, limited to defects in materials and workmanship from the Milton's supplier. Services provided herein are warranted by Milton for ninety (90) days or fifty (50) running hours, whichever is less, and limited to defects in service workmanship provided by Milton. Extended Service Coverage (ESC) or Other Power Protection Programs offered by Milton are available and will prevail if purchased separately and duly registered with Caterpillar, Inc. Inspection and/or service by Milton do not guarantee that failures will not occur in any given time frame between Milton's visits. Customer reserves the right to accept/reject any recommendation made by Milton regarding service, maintenance or repair of engines and equipment.

OTHER THAN AS EXPRESSLY PROVIDED HEREIN, MILTON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS THE COMPANY'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

LIMITATION OF LIABILITY: Milton's liability is limited to the value of the work, repair, or material actually contracted for in the Agreement during the effective dates of the Agreement. Milton shall not be liable for any losses, damages, injuries, claims, demands and expenses including, but not limited to, consequential or incidental damage caused by war, acts of God, pandemics, acts of terrorism, governmental regulations, strike, war, damage, destruction, obsolescence, claims by third parties, or loss by Customer as a result of the failure of the equipment to perform or any loss or claim not herein specified, but of a contingent nature.

INDEMNIFICATION: Each party ("the indemnifying party") shall defend, indemnify and hold harmless the other party, including its employees, officials, directors, agents, successors, and assigns ("the indemnified party") against and to the extent of any and all damages, claims of liabilities, expenses (including reasonable attorney's fees) or injuries (including death), arising out of or resulting in any way from any negligent act or omission of the indemnifying party and/or its agents or employees, officials or directors. No party shall be entitled to indemnity for any damages or liabilities to the extent caused by that party's willful misconduct, gross negligence.

INSURANCE: Milton shall maintain at all times, at its sole cost, at least the following coverage under the Agreement: 1. Commercial General Liability including but not limited to (i) injury to person, (ii) damage to property, (iii) contractual liability coverage, (iv) personal injury liability in an amount not less than one million dollars (\$1,000,000) for each occurrence for Customer and its affiliated wholly-owned subsidiaries as additional insureds. 2. Business automobile liability for owned, hired, and non-owned vehicles in an amount not less than one million dollars (\$1,000,000) for each accident. Workers' compensation at required statutory limits. These insurance requirements may be met by a combination of general liability and excess umbrella policies.

MODIFICATION: These Terms and Conditions may not be altered, modified, waived, abandoned, or terminated in any manner whatsoever by the Customer, unless said changes and/or modifications are expressly agreed to in writing by the Milton. Lack of enforcement on the part of the Milton of any provision contained herein does not negate the obligation.

ASSIGNMENT: The Agreement may not be assigned by Customer without the Milton's prior written consent and any attempt to do so shall be null and void and of no effect.

DISPUTE RESOLUTION: If a dispute arises related to this Agreement, Southworth-Milton and the customer will meet to try and resolve it. If it is not possible to resolve it through our meetings, we both agree to utilize mediation before commencing any legal proceedings.

APPLICABLE LAW; VENUE: The Agreement and any subsequent purchase Orders issued hereunder shall be governed by and construed in accordance with the laws where the equipment is located. Additionally, if any legal action or inquiry is taken against Milton, such action must be filed with a Court of competent jurisdiction.

CONCLUSION: All orders accepted by Milton are with the express condition that the Customer agrees with these Terms and Conditions of Service, which supersede any other terms offered by Customer, which include but are not limited to, any conflicting terms or clauses that purport to establish precedence of Customer terms or states a conflict clause or like term. No other communications shall be deemed a waiver of these Terms and Conditions unless signed by both Parties. No representations or guarantees other than those contained herein shall be binding upon Milton unless in writing and signed by an officer of Milton.

BINDING EFFECT: The Agreement shall be binding upon and have the benefit of both parties and their respective successors and assigns.

NON-WAIVER: No delay or failure by either party to exercise its right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. HEADINGS.

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. **NOTICES:** All notices required or desired to be given hereunder shall be in writing and delivered personally, electronically (email), facsimile, postage prepaid, addressed to the parties at their last known addresses.

CUSTOMER ISSUED ORDERS OR AGREEMENTS: Any changes to the scope of work contained herein and/or additional terms and conditions added by the customer to include customer portal and third-party portal fees may void pricing and terms of this agreement. If such a situation arises Milton may provide a revised agreement that would reflect pricing and terms as changed or requested by the customer.

Customer # 2918700

Serial # 9EP01961

Southworth-Milton, Inc. d/b/a/ Milton CAT

Paul Fobare

Power Solutions Representative

Paul Fobare

12/24/2025 rev1

Must be fully executed within 21 days

Void if not fully executed within 21 days

Once executed, please email the signed agreement directly back to your Milton CAT Representative.



Billing # 2918700

Date:

12/24/2025 rev1

Customer # 2918700

Invoice to:		Site Information:			
Town of Halfmoon 2 Halfmoon Town Plaza Halfmoon, NY 12065		Town of Halfmoon 285 Lower Newtown Road Waterford, NY 12188			
Attn:	Paul Maiello	Site Contact:	Frank Tironi		
E-mail:	grounds@townofhalfmoon.org	E-mail:	ftironi@townofhalfmoon.org		
Phone:	518-371-7410 x2532	Phone:	518-239-7489 / 518-371-7410 x2206		
Cell:		Cell:	518-639-5225		
Job Title:	Supervisor of Buildings & Grounds	Job Title:	Director of Water		
Make:	Caterpillar	Contract Years:	5	Service Schedule Type:	Normal Weekday
Model:	G60LG2	Contract Period:	1/1/2024 - 12/31/2030	# of PM Services	6
Serial #:	GXC01438	Customer Equip #:	SeniorCenter	# of Secondary Events	6
KW:	60		54985		
				Total # of Services	12
Notes: SALES TAX IS NOT INCLUDED IN THIS QUOTE. ALL WORK TO BE DONE DURING NORMAL WEEKDAY HOURS. This is an extended oil drain program. Fuel (if equipped) and oil filters changed during a PM 1.5 visit. PM 2 includes PM 1.5 plus oil change. Batteries are being replaced, customer to supply lifting assistance moving the batteries to avoid the need for a second tech. Battery replacement to take place during a PM visit. THIS IS A PREVAILING WAGE AGREEMENT. ADD SALES TAX if applicable. ASSUMES GROUND LEVEL GENERATOR INSTALLATION. "Compliance Engine" report submission, if applicable, is included.					
Agreement Price:	\$ 12,798.40	PM Price Year 2:	\$ 2,288.52	Load Bank Test:	\$ -
PM Price Year 1:	\$ 2,189.97	PM Price Year 3:	\$ 2,688.26	Battery Replacement:	\$ 520.95
		Other Services:	\$ 10.70	ATS Test:	\$ -
Description		Date of Service		Year	Price Each
PM 1	PM 1		March	2026	\$996.95
PM 1.5	PM 1.5		September	2026	\$1,193.02
PM 1	PM 1		March	2027	\$1,041.81
PM 1.5	PM 1.5		September	2027	\$1,246.71
PM 1	PM 1		March	2028	\$1,088.69
PM 2	PM 2		September	2028	\$1,599.57
Other	PM 1		March	2029	\$1,137.69
Other	PM 1.5		September	2029	\$1,361.43
Other	PM 1		March	2030	\$1,188.88
Other	PM 1.5		September	2030	\$1,422.70
Battery Replacement	Last Battery: 10/2023 (1) 1535656		September	2026	\$520.95
		PREVAILING WAGE		PREVAILING WAGE	
ASSUMES GROUND LEVEL	ALL WORK TO BE DONE DURING				
GENERATOR INSTALLATION	NORMAL WEEKDAY HOURS.				
ADD SALES TAX if applicable.		ADD SALES TAX if applicable.		ADD SALES TAX if applicable.	

Southworth-Milton, Inc. d/b/a Milton CAT; 100 Quarry Dr., Milford, MA 01757

STANDARD TERMS AND CONDITIONS OF CUSTOMER VALUE AGREEMENT aka CVA ("Terms and Conditions")

A. AUTOMATIC RENEWAL OF AGREEMENT:

1. 12-Month Periods: This Agreement automatically shall continue to renew unless (1) the Customer terminates the Agreement via written notice to the Milton CAT Product Support Consultant 30 days prior to the End Date, (2) Milton CAT elects not to renew the Agreement, (3) the Parties execute a new CVA, or similar agreement, or (4) total renewal price exceeds 10% increase, at which time a new agreement will be presented.

Unless otherwise specified in the Customer Value Agreement to which these Terms and Conditions are attached (the "Agreement"), all Services provided by Southworth-Milton, Inc. Inc. d/b/a Milton CAT ("Milton") for the Customer/Owner/Owner's Agent ("Customer") are made on the following terms and conditions:

SERVICE HOURS: Milton will render maintenance, testing and/or inspections during the regular business hours of 7:00 a.m. - 3:30 p.m. Monday through Friday unless otherwise stated in the Agreement. Parts and labor provided outside the scope of work in the Agreement will be invoiced at the prevailing rates, with a 4-hour minimum labor charge for all emergency service work performed outside of regular business hours.

PRICES - Pricing is F.o.b. Customer's service location. Prices are exclusive of all national, federal, state, municipal, local or any other governmental excise, sales, use, occupational or like taxes or duties now in force or enacted in the future. Any such tax, fee, or charge of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Milton and the Customer shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Milton is required to pay any such tax, fee, or charge, a fine of sale or at any time thereafter, the Customer shall reimburse Milton therefor in accordance with the payment terms below.

Prices do not include freight or environmental charges for deliverables inside or outside the scope of the Agreement.

PAYMENT TERMS: Invoices will be issued upon delivery of goods and/or services. Payment terms will be Net Thirty (30) Days from invoice date for Milton account holders and Net One (1) Day for non-account holders unless otherwise expressly agreed to in writing by Milton. Milton reserves the right to add to any account outstanding for more than thirty (30) days a service charge of one and one-half percent (1.5%) of the principle amount due at the end of each month or the maximum allowable legal interest rate if a lesser amount. Customer may not withhold any amount from Milton as retention for failure of Customer to receive payment from other parties or as an offset against any claims Customer may assert against Milton.

ENTRY TO PERFORM WORK: If Milton is required to enter Customer's premises in connection with activities related to this Agreement, Milton's rights of entry shall be subject to applicable governmental security laws and Customer's security regulations and procedures. If such requirements would prevent a technician from reaching the location, where services are to be performed within the time set forth in the Agreement, the required response time set forth in the Agreement will be extended by the additional time taken by the technician to reach the service site due to the security regulations and procedures and Customer will be billed for such time. Once Milton is on site for a scheduled activity, additional labor charges may accrue if work is cancelled and/or postponed due to end-user's operational requirements or due to failure of auxiliary components/systems which are not part of the equipment covered by this Agreement.

REMOTE MONITORING: Milton CAT may offer remote monitoring dependent upon equipment make and model at an additional cost. Access to this information can be made available to the customer upon their request.

FORCE MAJEURE: Milton shall not be liable for any delay or failure to perform its obligations hereunder, if such delay or failure is due to any cause beyond the control of Milton, which include but are not limited to acts of God, unavailability or shortages of materials or energy necessary to produce and/or deliver equipment by usual modes of transportation, fire, flood, pandemic, war, embargo, strikes, labor disputes, explosions, riots, laws, regulations, restrictions or orders of any governmental authority or any cause beyond the reasonable control of Milton or its suppliers. The contract price does not include any additional costs passed to Milton CAT as a result of conditions external to Milton CAT over which Milton CAT has no control, including, but not limited to, supply-chain shortages, war, pandemics, and tariff.

CANCELLATION: Customer's cancellation of service, or any part thereof, will not be effective unless accepted by Milton in writing. Customer will pay in full for any work which is complete and will pay Milton's charges for all work in process, raw materials and supplies on hand or for materials for which commitments have been made by Milton and additional charges Milton incurs as a result of such cancellation.

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OTHER THAN AS EXPRESSLY PROVIDED HEREIN, MILTON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS THE COMPANY'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

LIMITATION OF LIABILITY: Milton's liability is limited to the value of the work, repair, or material actually contracted for in the Agreement during the effective dates of the Agreement. Milton shall not be liable for any losses, damages, injuries, claims, demands and expenses including, but not limited to, consequential or incidental damage caused by war, acts of God, pandemics, acts of terrorism, governmental regulations, strike, loss damage, destruction, obsolescence, claims by third parties, or loss by Customer as a result of the failure of the equipment to perform or any loss or claim not herein specified, but of a contingent nature.

INDEMNIFICATION: Each party ("the indemnifying party") shall defend, indemnify and hold harmless the other party, including its employees, officials, directors, agents, successors, and assigns ("the indemnified party") against and to the extent of any and all damages, claims of liabilities, expenses (including reasonable attorney's fees) or injuries, including death, arising out of or resulting in any way from any negligent act or omission of the indemnifying party and/or its agents or employees, officials or directors. No party shall be entitled to indemnify for any damages or liabilities to the extent caused by that party's willful misconduct or gross negligence.

INSURANCE: Milton shall maintain at all times, at its sole cost, at least the following coverage under this Agreement: 1. Commercial General Liability including but not limited to (i) injury to person, (ii) damage to property, (iii) contractual liability coverage, (iv) personal injury liability in an amount not less than one million dollars (\$1,000,000) for each occurrence, listing Customer and its affiliates and wholly-owned subsidiaries as additional insureds. 2. Business automobile Liability for owned, hired, and non-owned vehicles in an amount not less than one million dollars (\$1,000,000) for each accident. 3. Workers' Compensation at required statutory limits. These insurance requirements may be met by a combination of general liability and excess umbrella policies.

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ASSIGNMENT: The Agreement may not be assigned by Customer without Milton's prior written consent and any attempt to do so shall be null and void and of no effect.

DISPUTE RESOLUTION: If a dispute arises related to this Agreement and KOV, both Milton and the customer will work to try and resolve it. If we are unable to resolve it through our meetings, we both agree to utilize mediation before commencing any legal proceedings.

APPLICABLE LAW; VENUE: The Agreement and any subsequent Purchase Orders issued hereunder shall be governed by and construed in accordance with the laws where the equipment is located. Additionally, if any legal action or inquiry is taken against Milton, such action must be filed with a Court of competent jurisdiction.

CONCLUSION: All orders accepted by Milton are with the express condition that the Customer agrees with these Terms and Conditions of Service, which supersede any other terms offered by Customer, which include but are not limited to, any conflicting terms or clause that purports to establish precedence of Customer terms or states a conflict clause of like kind. No other communications shall be deemed a waiver of these Terms and Conditions unless signed by both Parties. No representations or guarantees other than those contained herein shall be binding upon Milton unless made in writing and signed by an Officer of Milton.

BUNDLING EFFECT: The Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.

NON-WAIVER: No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

HEADINGS: Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

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Customer # 2918700

Serial # GXC01438

Southworth-Milton, Inc. d/b/a/ Milton CAT

Paul Fobare

Power Solutions Representative

Paul Fobare

12/24/2025 rev1

Must be fully executed within 21 days

Void if not fully executed within 21 days

Once executed, please email the signed agreement directly back to your Milton CAT Representative.